PROJECT MANUAL

Roof Replacement
Missouri School for the Blind
Saint Louis, Missouri

DESIGNED BY: Patterhn Ives, LLC
7751 Carondelet Ave Ste 500
Clayton, MO 63105

DATE ISSUED: 1/24/2020
PROJECT NO.: E1908-01

FOR: State of Missouri
Office of Administration
Division of Facilities Management,
Design and Construction
SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: E1908-1

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

[Signature and Seal]

1.24.2020
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<td>INCLUDED FOR REFERENCE ONLY:</td>
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<td>APPENDIX A: Core Samples Report (Limited Asbestos Survey) by Sitex Environmental, Inc.</td>
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SECTION 000115 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

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

<table>
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<tr>
<th>TITLE</th>
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<th>DATE</th>
<th>CAD</th>
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<td>5. ENLARGED ROOF PLANS</td>
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<td>6. EXISTING ROOF ASSEMBLIES</td>
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END OF SECTION 000115
SECTION 001116 - INVITATION FOR BID

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

2.0 PROJECT TITLE AND NUMBER:
A. Roof Replacement
   Missouri School for the Blind
   Saint Louis, Missouri
   Project No.: E1908-01

3.0 BIDS WILL BE RECEIVED:
A. Until: 1:30 PM, Thursday, June 11, 2020
B. Only electronic bids on MissouriBUYS shall be accepted: https://missouribuys.mo.gov. Bidder must be registered to bid.

4.0 DESCRIPTION:
A. Scope: The project includes the replacement of multiple roof systems, including properly preparing the existing conditions for installation of new roof system(s) at Missouri School for the Blind.
B. Estimate: $530,000.00 to $730,000.00
C. MBE/WBE/SDVE Goals: MBE 10.00%, WBE 10.00%, & SDVE 3.00%. NOTE: Only MBE/WBE firms certified by a State of Missouri public entity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.
D. **NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING: Due to COVID-19 guidelines, the Pre-Bid meeting scheduled for May 27, 2020, at 10:00 a.m., WILL CONVENE BY WEBEX. Site visit information listed below. Join from a video system or application: Dial 281-934-103@stateofmo.webex.com. You can also dial 173.243.2.68 and enter your meeting number OR Join by phone: 1-650-479-3207. The meeting number (access code): 281 934 103
A. Anytime between 1:00 – 3:00 p.m., bidders may visit the school for an onsite review (3815 Magnolia Ave, St. Louis). Our intent is to limit the number of people on site at one time. We ask all attendees to adhere to the current CDC guidelines throughout the project and site walk-through.
B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:
A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of $100 from American Document Solutions (ADS). MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, https://www.adsplanroom.net. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
B. Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.
C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction’s web site: https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

7.0 POINT OF CONTACT:
A. Designer: Patterhn Ives, LLC, Anna Ives, phone # 314-833-0301, fax # 314-no-fax
B. Project Manager: Sandra Walther, phone # 573-751-2283, fax # 573-751-7277

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

A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to https://missouribuys.mo.gov and register. The bidder must register before access is granted to the solicitation details and bidding is possible, however, the bidder can review a summary of the project by selecting “Bid Board” and then checking off “Open” under “Status” and “OA-FMDC-Contracts Chapter 8” under “Organization” in the boxes shown on the left margin.

B. Once registered, log in.
2. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.”
4. Above the dark blue bar, select “Other Active Opportunities.”
5. To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information.

C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
2. Select the three dots under “Actions.” Select “Add New Response.”
3. When the Quote box opens, give the response a title and select “OK.”
4. The detailed solicitation will open. Select “Check All” for the Original Solicitation Documents, open each document, and select “Accept.” If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select “Add Attachments.” If you do not see this command, not all documents have been opened and accepted.
5. The Supplier Attachments box will open. Select “Add Attachment” again.
6. The Upload Documents box will open. Read the instructions for uploading. Disregard the “Confidential” check box.
7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select “Upload.” The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
8. When the Supplier Attachments box opens again and uploading is complete, select “Done.” A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select “Submit.”
9. The detailed solicitation will open. At the bottom select “Close.”

D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.

E. If you want to verify that you are uploading documents correctly, we encourage you to submit a fake bid early. Label the fake bid as such to distinguish it from the real bid. The contracts person you contact will let you know if your “bid” was received successfully. Please contact Kelly Copeland: 573-522-2283, kelly.copeland@oa.mo.gov., or Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov.

F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an “inactive” message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: cathy.holliday@oa.mo.gov.
IMPORTANT INFORMATION REGARDING REQUIREMENT FOR OEO CERTIFICATION

SPECIFICATION CHANGES:

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 14.0, Section B.1. (bottom of page 6 of 8): Delete: “an MBE or WBE must be certified by the State of Missouri, Office of Equal Opportunity and”.

To allow MBE, WBE, or MBE/WBE contractors, subcontractors, and suppliers to have ample time to register with the Office of Equal Opportunity, this requirement will not take effect until July 1, 2020. Until then, we will continue to accept certifications from the Office of Equal Opportunity and other Missouri certifying agencies.
SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

A. If awarded a contract, the Bidder’s employees, and the employees of all subcontractors, who perform the work on the project, will be required to undergo a fingerprint background check and obtain a State of Missouri identification badge prior to beginning work on site. The Bidder should review the information regarding this requirement in Section 013513 – Site Security and Health Requirements prior to submitting a bid.

B. The Bidder’s prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

2.0 - BID DOCUMENTS

A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.

B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division’s web site - https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

3.0 - BIDDERS' OBLIGATIONS

A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

4.0 - INTERPRETATIONS

A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

B. Approval for an “acceptable substitution” issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.

C. An “acceptable substitution” requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.

D. A request for “Acceptable Substitutions” shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

5.0 - BIDS AND BIDDING PROCEDURE

A. Bidders shall submit all submission forms and accompanying documents listed in SECTION 004113 – BID FORM, Article 5.0, ATTACHMENTS TO BID by the stated time or their bid will be rejected for being non-responsive.
Depending on the specific project requirements, the following is a GENERIC list of all possible bid forms that may be due with bid submittals and times when they may be due. Please check for specific project requirements on the proposal form (Section 004113). Not all of the following bid forms may be required to be submitted.

Bid Submittal – due before stated date and time of bid opening (see IFB):
004113 Bid Form (all pages are always required)
004322 Unit Prices Form
004336 Proposed Subcontractors Form
004337 MBE/WBE/SDVE Compliance Evaluation Form
004338 MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339 MBE/WBE/SDVE GFE Determination
004340 SDVE Business Form
004541 Affidavit of Work Authorization

B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.

C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.

D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

A. A bid from an individual shall be signed as noted on the Bid Form.

B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder’s name on the bid form should appear as shown in the Secretary of State’s records.

F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.
7.0 - RECEIVING BID SUBMITTALS

A. It is the bidder’s sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.

B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (https://www.missouribuys.mo.gov/) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.

C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (https://www.missouribuys.mo.gov/), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the “Login” button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select “View Current Solicitations.” A new screen will open. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.” Under “Filter by Opp. No.” type in the State Project Number. Select “Submit.” Above the dark blue bar, select “Other Active Opportunities.” To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.

D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 – Invitation For Bid.

E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner’s forms or that do not contain all requested information.

F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor’s bid to rejection.

G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.

B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

9.0 - AWARD OF CONTRACT

A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.

B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.

C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual,
partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.

D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.

E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.

F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.

G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.

H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of $5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYs solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at https://www.uscis.gov/e-verify/. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.

B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

14.0 - MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. “MBE” means a Minority Business Enterprise.

2. “MINORITY” has the same meaning as set forth in 1 C.S.R. 10-17.010.

3. “MINORITY BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


5. “WOMEN’S BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


7. “SERVICE-DISABLED VETERAN” has the same meaning as set forth in section 34.074, RSMo.

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

B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than $100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.

2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate
MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.

3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder’s proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.

4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder’s bid. Based on this calculation, if the eligible SDVE’s evaluation is less than the apparent low responsive bidder’s bid, the eligible SDVE’s bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.

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

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.

2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.

3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.

4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder’s MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.

5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.

6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.

B. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri, Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.
2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)’s online MBE/WBE directory (https://apps1.mo.gov/oeo/). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management’s online SDVE directory (http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information) or the Department of Veterans Affairs’ directory (https://www.vip.vetbiz.gov/).

3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

C. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.

2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
   a. The amount of actual participation obtained;
   b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
   c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
   d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
   e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
   f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
   g. The Bidder’s stated reasons for rejecting any bids;

3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

D. Contractor MBE/WBE/SDVE Obligations

1. If awarded a contract, the Bidder will be contractually required to subcontract with or obtain materials from the MBE, WBE, and SDVE firms listed in its bid, in amounts equal to or greater than the dollar amount bid, unless the amount is modified in writing by the Owner.

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor’s bid, the Contractor must satisfactorily explain to the Director why it cannot comply
with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:

a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or

b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.

3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.

4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.
The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO). The current Directory can be accessed at the following web address:

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

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

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

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

https://www.vip.vetbiz.va.gov
THIS AGREEMENT, made (DATE) by and between:

**Contractor Name and Address**

hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of Elementary & Secondary Education.

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

**ARTICLE 1. STATEMENT OF WORK**

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

- **Project Name:** Roof Replacement
- **Location:** Missouri School for the Blind, Saint Louis, Missouri
- **Project Number:** E1908-01

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

**ARTICLE 2. TIME OF COMPLETION**

The contract performance time is **80** working days from the transmittal date of this agreement. The contract completion date is **MONTH, DAY, YEAR**. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

**ARTICLE 3. LIQUIDATED DAMAGES**

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. **THEREFORE**, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages**, **the sum of $700** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.
ARTICLE 4. CONTRACT SUM

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

Base Bid:   $

The Owner accepts the following Alternate Bids:

Alternate One:   $

TOTAL CONTRACT AMOUNT:  ($CONTRACT AMOUNT)

UNIT PRICES: The Owner accepts the following Unit Prices: SEE ATTACHMENT A (2 pages)

For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included, change orders may be issued for the increased or decreased amount.

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

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

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

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

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

Total $  

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

The Director of the Division of Facilities Management, Design and Construction or his Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.
ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner

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

APPROVED:

Mark Hill, P.E., Director
Division of Facilities Management,
Design and Construction

DELETE IF PRIVATE OR PARTNERSHIP

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

________________________________________
Corporate Secretary
NAME

First being duly sworn on oath states: that

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

NAME

a ☐ sole proprietorship ☐ partnership

☐ limited liability company (LLC)

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

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

PROJECT TITLE

Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action

requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.

PRINT NAME & SIGNATURE

DATE

NOTARY INFORMATION

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

MO 300-1401 (05/18) FILE/Construction Contract
SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

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

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

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

_________________________________________________________________________________________________

_________________________________________________________________________________________________

_________________________________________________________________________________________________

(Insert Project Title and Number)

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

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this _______________ day of __________________________, 20 ___.

AS APPLICABLE:

AN INDIVIDUAL

Name: ______________________________________

Signature: ______________________________________

A PARTNERSHIP

Name of Partner: ______________________________________

Signature of Partner: ______________________________________

Name of Partner: ______________________________________

Signature of Partner: ______________________________________

CORPORATION

Firm Name: ______________________________________

Signature of President: ______________________________________

SURETY

Surety Name: ______________________________________

Attorney-in-Fact: ______________________________________

Address of Attorney-in-Fact: ______________________________________

Telephone Number of Attorney-in-Fact: ______________________________________

Signature Attorney-in-Fact: ______________________________________

NOTE: Surety shall attach Power of Attorney
## PRODUCT SUBSTITUTION REQUEST

### PROJECT TITLE AND LOCATION

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

### CHECK APPROPRIATE BOX

- [ ] **SUBSTITUTION PRIOR TO BID OPENING**  
  (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)

- [ ] **SUBSTITUTION FOLLOWING AWARD**  
  (Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

### FROM:  BIDDER/CONTRACTOR (PRINT COMPANY NAME)

### TO:  ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

### SPECIFIED PRODUCT OR SYSTEM

<table>
<thead>
<tr>
<th>SUPPORTING DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product data for proposed substitution is attached (include description of product, standards, performance, and test data)</td>
</tr>
<tr>
<td>Sample</td>
</tr>
<tr>
<td>Sample will be sent, if requested</td>
</tr>
</tbody>
</table>

### QUALITY COMPARISON

<table>
<thead>
<tr>
<th>SPECIFIED PRODUCT</th>
<th>SUBSTITUTION REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME, BRAND</td>
<td></td>
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<td>CATALOG NO.</td>
<td></td>
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<tr>
<td>MANUFACTURER</td>
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<td>VENDOR</td>
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</table>

### PREVIOUS INSTALLATIONS

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ARCHITECT/ENGINEER</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION</td>
<td>DATE INSTALLED</td>
</tr>
</tbody>
</table>

### SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

---

**SECTION 006325 – SUBSTITUTION REQUEST**

**07/16**

**Page 1 of 2**
REASON FOR SUBSTITUTION


DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

☐ YES  ☐ NO

IF YES, EXPLAIN


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

☐ YES  ☐ NO

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

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

BIDDER/CONTRACTOR  DATE

REVIEW AND ACTION

☐ Resubmit Substitution Request with the following additional information:


☐ Substitution is accepted.

☐ Substitution is accepted with the following comments:


☐ Substitution is not accepted.

ARCHITECT/ENGINEER  DATE
SECTION 006519.16 - FINAL RECEIPT OF PAYMENT AND RELEASE FORM   07/16  Page 1 of 1

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

FINAL RECEIPT OF PAYMENT AND RELEASE

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

1. ACKNOWLEDGE that they have been PAID IN FULL all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.

2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.

1. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIG INTER: FILE/Closeout Documents
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

MBE/WBE/SDVE PROGRESS REPORT
SUBMIT WITH ALL INVOICES: (PLEASE CHECK APPROPRIATE BOX BELOW)
☐ CONSULTANT  ☐ CONSTRUCTION

☐ FINAL

PROJECT TITLE

PROJECT LOCATION

FIRM

TOTAL CONTRACT AMOUNT

$

THE PERCENTAGE AND DOLLAR AMOUNT OF THIS PROJECT THAT ARE TO BE MBE/WBE/SDVE AS INDICATED IN THE ORIGINAL CONTRACT: % and $ .

<table>
<thead>
<tr>
<th>CHECK</th>
<th>MBE</th>
<th>WBE</th>
<th>SDVE</th>
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<tbody>
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<td></td>
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</table>
| Item of Work | Total Amount of Subcontract | $ Amount & % Complete (Paid-to-Date) | Consultant/Subconsultant or Contractor/Subcontractor/Supplier Name, Address, Contact, and Phone Number
| MBE  | $ |     |      |
| WBE  | $ |     |      |
| SDVE | $ |     |      |
| %   |    |      |      |
| MBE  | $ |     |      |
| WBE  | $ |     |      |
| SDVE | $ |     |      |
| %   |    |      |      |
| MBE  | $ |     |      |
| WBE  | $ |     |      |
| SDVE | $ |     |      |
| %   |    |      |      |

ORIGINAL: Attach to ALL Progress and Final Payments

SECTION 006519.18 - MBE/WBE/SDVE Progress Report  07/16  Page 1 of 1
STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of ________________________________
State of ________________________________ personally came and appeared ________________________________

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

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER OR BLACK INK RUBBER STAMP SEAL
STATE

SUBSCRIBED AND SWORN BEFORE ME, THIS
DAY OF ________________________________

NOTARY PUBLIC SIGNATURE ________________________________
MY COMMISSION EXPIRES ________________________________

NOTARY PUBLIC NAME (TYPED OR PRINTED) ________________________________

USE RUBBER STAMP IN CLEAR AREA BELOW

FILE: Closeout Documents
GENERAL CONDITIONS

INDEX

ARTICLE:

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

2. Owner/Designer Responsibilities

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

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

5. Construction and Completion
   5.1. Construction Commencement
   5.2. Project Construction
   5.3. Project Completion
   5.4. Payments

6. Bond and Insurance
   6.1. Bond
   6.2. Insurance

7. Termination or Suspension of Contract
   7.1. For Site Conditions
   7.2. For Cause
   7.3. For Convenience
A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.

B. The General Conditions are intended to define the relationship of the Owner, the Designer and the Contractor thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be performed in a safe, orderly, expeditious and workmanlike manner.

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

1. "COMMISSIONER": The Commissioner of the Office of Administration.

2. “CONSTRUCTION DOCUMENTS”: The “Construction Documents” shall consist of the Project Manual, Drawings and Addenda.

3. "CONSTRUCTION REPRESENTATIVE:" Whenever the term "Construction Representative" is used, it shall mean the Owner’s Representative at the work site.

4. "CONTRACTOR": Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.

5. "DESIGNER": When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.

6. "DIRECTOR": Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.


8. “INCIDENTAL JOB BURDENS”: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.

9. "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

10. "OWNER": Whenever the term “Owner” is used, it shall mean the State of Missouri.

11. “PROJECT”: Wherever the term “Project” is used, it shall mean the work required to be completed by the construction contract.


13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.

14. "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.


ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.

C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.

D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his contract.

E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action. If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.

E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

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

A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner’s property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.

B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.

C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.

D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.

E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.

B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary state.

C. In accordance with the Missouri Domestic Products Procurement Act Section 34.350 RSMo and Cumulative Supplements any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.

ARTICLE 1.8 - COMMUNICATIONS

A. All notices, requests, instructions, approvals and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.

B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner’s Representative at no additional cost to the Owner.

C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.

D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall
coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.

E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.

F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.

B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 - OWNER/DESIGNER RESPONSIBILITIES

A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.

B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.

C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.

D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility
for correcting such work without additional compensation.

F. The Owner shall have the right to direct the Contractor to uncover any completed work.

1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.

2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.

G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.

H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

I. If in the Owner’s judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.

B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.

C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.

D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.

E. When a material has been approved, no change in brand or make will be permitted unless:

1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or

2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

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

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

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

B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and schedules submitted without this evidence will be returned to the Contractor for resubmission.

C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer’s attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:

1. It is in the best interest of the Owner
2. It does not increase the contract sum and/or completion time
3. It does not deviate from the design intent
4. It is without prejudice to any and all rights under the surety bond.

E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction.

F. The Contractor shall maintain a complete file on-site of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

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

2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.

3. In case of default, the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.

4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer’s printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.

2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.

4. Service Instructions: Provide the following information for all pieces of equipment.
   a. Recommended spare parts including catalog number and name of local supplier or factory representative.
   b. Belt sizes, types, and lengths.
   c. Wiring diagrams.

5. Manufacturer’s Certificate of Warranty as described in Article 3.4.

6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

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

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

2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.

3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.

4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.

B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.

D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.

F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.

G. The Contractor must notify the Construction Representative at least one working day before
placing concrete or burying underground utilities, pipelines, etc.

H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.

I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.

K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.

L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.

M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.

N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.

O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.

P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.

Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.

R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.

S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.

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

U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation
or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.

V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.

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

ARTICLE 3.7 -- SUBCONTRACTS

A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.

B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.

C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.

D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.

B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.

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

1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

3. By unit prices contained in Contractor's original bid form and incorporated in the contract price.

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

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

2. The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work.
involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.

4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.

5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.

E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor’s actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor’s daily time and material invoices for the work involved.

F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner’s Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.

G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner’s Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:

1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR

2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR

3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.

B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:

1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR

2. Labor strikes or acts of God occur, OR

3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.

C. No time extension or compensation will be provided for delays caused by or within the control of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT
A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:

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

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

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

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION
A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 – Schedules.

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

ARTICLE 5.3 -- PROJECT COMPLETION
A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
   a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the “Contractor’s Punch.”
   b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
   c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.

2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be
performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer’s and Owner’s costs of re-inspection, including time and travel.

B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner’s best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.

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

D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Day on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.

E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

**ARTICLE 5.4 -- PAYMENT TO CONTRACTOR**

A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner’s forms. No other pay request will be processed. Supporting breakdowns must be in the same format as Owner’s forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor’s request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make
payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor’s pay request:

1. Updated construction schedule
2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project

B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.

C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.

D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
2. Delivery is made in accordance with the time frame on the approved schedule.
3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.
4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.

E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
2. Materials stored in one location off site are valued in excess of $25,000.
3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
4. The materials are stored in a facility approved and inspected, by the Construction Representative.
5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.

F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
2. A reasonable doubt that this contract can be completed for the unpaid balance.
3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
4. Failure of the Contractor to update the construction schedule.
When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

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

1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial. Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.

2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
   a) A complete file of releases, on the standard form included in the contract documents as “Final Receipt of Payment and Release Form”, from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.
   b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
   c) Certified copies of all payrolls
   d) As-built drawings

3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney’s fee.

4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

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

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.

B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.

ARTICLE 6.2 -- INSURANCE

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

B. Minimum Scope and Extent of Coverage
1. General Liability

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

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

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

C. Minimum Limits of Insurance

1. General Liability

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

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

D. Deductibles and Self-Insured Retentions

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the Owner are subject to review and approval by the Owner. The Owner reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year or, if any of Contractor’s applicable insurance coverage expires prior to completion of the work or services required under this contract - the Contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the Contractor fails to provide documentation of required insurance coverage, the Owner may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.
ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

2. In the event the Owner suspends Contractor’s right to proceed with the work or terminates the contract, the Owner may demand that the Contractor’s surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety’s failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.

C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.

D. In exercising Owner’s right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner’s sole discretion as to the manner, methods and reasonableness of costs of completing the work.

E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner’s convenience. Notification of a termination or suspension shall be in writing and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.

B. Upon receipt of notification, the Contractor shall:
1. Cease operations when directed.

2. Take actions to protect the work and any stored materials.

3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.

4. Terminate all existing subcontracts, rentals, material, and equipment orders.

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

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

C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.
SECTION 007300 - SUPPLEMENTARY CONDITIONS

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

2.0 CONTACTS:
Designer: Anna Ives
Patterhn Ives, LLC
7751 Carondelet Ave, Suite 500, Clayton, MO 63105
Telephone: 314-833-0301; Email: aives@patterhn-ives.com

Construction Representative: Mike Howard
Division of Facilities Management, Design and Construction
119 Olympic Way, St. Peters, MO 63376
Telephone: 636-524-8503; Email: Mike.howard@oa.mo.gov

Project Manager: Sandra Walther
Division of Facilities Management, Design and Construction
301 West High Street, Room 730, Jefferson City, Missouri 65102
Telephone: 573-751-2283; Email: Sandra.Walther@oa.mo.gov

Contract Specialist: Kelly Copeland
Division of Facilities Management, Design and Construction
301 West High Street, Room 730, Jefferson City, Missouri 65102
Telephone: 573-522-2283; Email: Kelly.Copeland@oa.mo.gov

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

4.0 FURNISHING CONSTRUCTION DOCUMENTS:
A. The Owner will furnish the Contractor with approximately 10 complete sets of drawings and specifications at no charge.
B. The Owner will furnish the Contractor with approximately 10 sets of explanatory or change drawings at no charge.
C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

5.0 ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT
The Contractor understands and agrees that by signing a contract for this project, they certify the following:
A. The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
B. If the Contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
C. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

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

7.0 LEAD AND ASBESTOS CERTIFICATION REQUIREMENTS:
From SECTION 007213 – GENERAL CONDITIONS, Article 5.4.H.2, ADD receipt of Certification from Contractor meeting the requirements set forth in SECTION 013513.16 – SITE SECURITY AND HEALTH REQUIREMENTS, 3.4., NO ASBESTOS AND NO LEAD CERTIFICATION.
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 096
ST. LOUIS CITY

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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: ____________________________ March 8, 2019

Last Date Objections May Be Filed: April 8, 2019

Prepared by Missouri Department of Labor and Industrial Relations
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*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

**Annual Incremental Increase ANNUAL WAGE ORDER NO. 26 3/29/19
Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

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

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

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

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**Annual Incremental Increase**

ANNUAL WAGE ORDER NO. 26

3/19
OVERTIME

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

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

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

HOLIDAYS

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

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.
SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of replacement of multiple roof systems, including properly preparing the existing conditions for installation of new roof system(s), at Missouri School for the Blind as described in this specification and indicated on the drawings.

1. Project Location: 3815 Magnolia Avenue, Saint Louis, Missouri
2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction
   Harry S Truman State Office Building, Post Office Box 809
   301 West High Street, Jefferson City, Missouri 65102

B. Contract Documents, dated January 24, 2020, were prepared for the Project by patterhn ives llc, 7751 Carondelet Avenue, Suite 500, Saint Louis, Missouri 63105.

C. The Work consists of replacement of the existing roof systems on multiple buildings at Missouri School for the Blind referred to as New Administration Building (4,518 sf), the West Wing above Library Book Stacks (4,673 sf), the East Wing above K Dormitory (6,217 sf), the East Wing above the Little Theatre (2,668 sf), the Dining Hall above the Cafeteria (1,875 sf), the Teacher’s Lounge and Canteen (1,372 sf), the C & D Dormitory (4,775 sf), and the Multiple Handicapped and Disabled Annex Building (MHD Annex) (28,369 sf). The Work includes TPO membrane roofing, metal coping and flashings, and removal of HVAC roof top units.

D. The Work shall be constructed under a single prime contract.
   1. Subcontracted work will include, but is not limited to:
      a. Electrical disconnections/reconnections
      b. Mechanical disconnections/reconnections
      c. Sheet metal work

1.3 DESIGNER’S ESTIMATE OF CONSTRUCTION COSTS

A. The project designer has prepared this cost estimate. The State of Missouri makes no guarantee regarding the accuracy of the estimate range nor does the State of Missouri intend to imply that the estimate range in any way reflects the costs required to perform the work represented by the specifications and drawings. The contractor should not rely on this estimate in any way while preparing a bid for this project or otherwise.

$530,000.00 - $730,000.00
1.4 WORK UNDER OTHER CONTRACTS

A. Separate Contract: The Owner has awarded a separate contract for performance of certain construction operations at the site. Those operations will be conducted simultaneously with work under this contract. That Contract includes the following:

1. Contract: A separate contract for future work will be awarded for Missouri School for the Blind – Install Nature Park. The Work consists of improvements in the east and west courtyards as well as improvements along Magnolia Avenue in front of the School. Additionally, improvements include construction in the main lobby of the school, the 2nd Floor Health Center, as well as the 2nd Floor Southeast Administration Offices.

B. Separate Contract: The Owner has awarded a separate contract for performance of certain construction operations at the site. Those operations will be conducted simultaneously with work under this contract. That Contract includes the following:

1. Contract: A separate contract for future work will be awarded for Missouri School for the Blind – Auditorium Renovation. The Work consists of installation of a digital projection booth, sound system with speakers, new auditorium seating, wall coverings, curtain and valance, and aisle lighting.

C. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.5 CONTRACTOR USE OF PREMISES

A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.

B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public. The facilities are open and in operation daily.

2. Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. Contact the designated on-site personnel to schedule any areas to be blocked for safety, parking, or traffic as discussed at the pre-bid and pre-construction meetings.

C. Use of the Existing Buildings: Maintain the existing buildings in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the buildings and their occupants during the construction period.
D. Overnight/temporary tie-ins shall be required at all times regardless of the weather predictions. All damp roofing products are to be removed from the project site.

1.6 OCCUPANCY REQUIREMENTS

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

B. Review rooftop exhaust systems. Review usage, shut down scheduling requirements, and the potential safety hazards with site personnel prior to commencing work.

1.7 CONTRACTOR ACCEPTANCE

A. Time for Completion: Refer to the Construction Contract Terms and Conditions. The entire work shall be completed by the time or date specified in the execution of the contract.

B. Prior to the project start, ascertain that all aspects of this Specification and possible modifications are workable and do not conflict with the manufacturer's published requirements for the specified 20-year warranty. The contractor signifies acceptance by proceeding and upon commencement of the work, it will be presumed that this Specification, drawings, addenda, and modifications are satisfactory to both the Contractor and the manufacturer in their entirety.

C. Acceptance of roofing responsibilities and liabilities: Neither the Owner nor his/her representatives are qualified as engineers or safety consultants. The Contractor shall assume all roof related responsibilities associated with the project including safety, fall protection, OSHA, personal protection, fire protection or other similar regulated or non-regulated requirements and/or potential liabilities. The Contractor is solely responsible for any and all such considerations, for himself, his workers, and for protection of the facilities during the work. This includes but is not limited to substrate preparation and loading of the roof during construction. The Contractor shall indemnify and hold harmless the Owner and his/her associated agents for all such responsibilities and claims. Reference 007213 General Conditions, article 1.3 E.

D. Indemnification: The Contractor agrees to indemnify, defend and hold harmless, the Owner, its employees, and agents from all claims and suits for loss of, or damage to, property, safety, injury, or death to persons, and all judgments recovered therefore, and from all expenses in defending such claims, or suits, including court costs, attorney fees, and other expenses, caused in whole or in part, directly or indirectly, by any act of omission of the contractor and/or its employees, and not caused by sole fault or negligence of the Owner, his/her employees or Agents. Reference 007213 General Conditions, article 1.11.

1. It is understood and agreed that the foregoing undertaking of the Contractor to indemnify the Owner, his/her employees and agents, includes the obligation to indemnify and hold harmless such parties from any and all claims resulting from injury to any employee from the contractor which injury is in any manner related to the project and the fact that Contractor provides Worker’s Compensation to any such injured employee shall not relieve the Contractor of the contractual undertaking.

2. The Contractor also agrees that he/she will require any and all subcontractors to contractually accept the terms of this section “Contractor Acceptance” and required
minimum insurance as defined in the solicitation for bids and section 007213 General Conditions, article 6.2.

1.8 SUPPLIED MATERIALS

A. All material shall be asbestos-free, including mastics.

B. Refer to roof specification divisions 075423 and 075600, Part 2 - Products.

C. Reference section 013513.13 SITE SECURITY AND HEALTH REQUIREMENTS (DESE).

1.9 QUALITY ASSURANCE/QUALITY CONTROL

A. When project is complete, notify project manager or owner’s representative ten (10) days prior to when manufacturer’s final inspection is to be performed. Any repairs necessary for the warranty will be made immediately. Reference 007213 General Conditions, articles 3.5 A and 5.3.

B. Upon notification of award the successful contractor will be required to attend a mandatory pre-construction meeting with the Owner’s representative. Reference section 013100, item 1.5.

1. The project foreman and/or lead personnel of the roofing crew designated for each project shall attend the mandatory pre-construction meeting.

2. The Sheet Metal Subcontractor, or the Company’s sheet metal division, shall have the project’s lead personnel or project foreman, attend the pre-construction meeting.

3. The Plumbing / Electrical / HVAC Subcontractor shall have the project’s lead personnel or project foreman, attend the pre-construction meeting.

C. QA/QC to follow the following industry standard: Quality Control Guidelines for the Application of Thermoplastic Roofing Membranes, as published by NRCA/SPRI 1997.

D. Quality Assurance (QA) provided by the Architect and Roofing Consultant during pre-determined intermittent jobsite visitations, shall be performed to follow up with the roofing foreman, and the roofers Quality Control (QC) representative. Reports shall be issued. QA representatives shall immediately notify the roofing contractor’s representatives if non-compliant work or deviations are observed so necessary corrective actions can be taken.

E. Quality Control (QC) is the responsibility of, and shall be performed by the roofing contractor during the entire application process. A competent qualified officer shall be designated by the roofer for the project, have an in-depth understanding of the system, and will have authority to correct non-compliant work.

F. Reference section 015000 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS, item 1.4 for additional requirements.

1.10 QUALIFICATIONS

A. Installer: Reference section 075423 TPO Membrane Roofing, item 1.7.

B. Schedule: Reference section 013200 Schedule – Bar Chart.
1.11 JOB CONDITIONS

F. Reference section 015000 Construction Facilities and Temporary Controls for utilities use, support facilities, and security and protection of the premises.

J. Work shall be completed in accordance with the applicable OSHA safety regulations. The Contractor shall require its personnel to abide by Site and regulated Safety Rules as specified by the Owner. Reference section 007213 General Conditions, article 1.3.

K. Utilities, Tools and Equipment: The Contractor shall supply all tools and equipment, both standard and specialized that are required, for accomplishment of the work. The Owner assumes no responsibility and shall not be liable for Contractor's tools while located at the installation site or elsewhere.

L. Reference section 015000 Construction Facilities and Temporary Controls for provided utilities. Each bidder shall identify in its proposal what its requirements are. Throughout the duration of the project and until completion, Contractor shall promptly notify the Owner of all problems with any Site utilities or loaned/applicable equipment, if any.

1.12 REFERENCE STANDARDS

A. References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standard adopted. Reference section 014200 References for a list of associations, institutions, and societies, which may be used as references throughout these specifications.

B. Comply with regulations of authorities having jurisdiction and safety standards. Reference section 007213 General Conditions, article 1.3.

1. Conform to regulatory requirements.
2. Comply with environmental requirements. Reference 017400 Cleaning 1.2 B.
3. Comply with legal landfill requirements. Reference 024119 Selective Demolition requirements.

1.13 PREPARATION

A. Access: Roof access for equipment and materials shall be made by hoist and crane. Contractor to access roof via interior roof hatch. All staff to follow safety requirements set forth by Owner. The interior of the building shall remain clean and free of construction related debris and dirt.

1.14 EXISTING ROOF REMOVAL

A. Removal and disposal of existing roof systems accessories and details per local, state & federal guidelines is required. Reference section 024119 for requirements.

1.15 TEMPORARY OR OVERNIGHT PROTECTION

A. Reference section 075423 TPO Membrane Roofing for requirements.
1.16 AWARD OF CONTRACT

A. The owner reserves the right to reject any and all bids and to waive further informalities or irregularities in the bids received and to accept the bid which, in the Owner’s judgment, is in the best interest of the State.

B. The owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts on the Buildings, grounds, furnishings, interior/exterior, mechanical work, or other apparatus.

C. In awarding the contract the Owner may take into consideration the bidder’s skill, facilities, capacity, experience, responsibility, previous work record, financial standings, and the necessity of prompt and efficient completion of work herein described. Inability of the bidder to meet the requirements mentioned above may be cause for rejection of his proposal.

D. Refer to 002113 Instructions to Bidders and 007213 General Conditions for additional requirements.

1.17 ALTERNATES

A. Refer to Section 012300

1.18 UNIT PRICING

A. Refer to Section 012200

1.19 PLANS AND SPECIFICATIONS

A. Contractor must notify Architect of any omissions, contradictions or conflicts no less than three (3) days before bid date. Owner and Architect will provide necessary corrections or additions to plans and specifications by addendum. If Contractor does not so notify Owner and Architect of any such condition, it will be assumed that the Contractor has included the necessary items in the bid to complete this specification. Reference section 007213 General Conditions, article 3.6 for additional requirements.

B. It is the intent that this be a completed project as far as the contract documents set forth. It is not the intent that different phases of work on this project be delegated to various trades and subcontractors by the contract documents. Contractor must make own contracts with various subcontractors, setting forth the work these subcontractors will be held responsible. Contractor alone will be held responsible by the owner for the completed project, scheduling and coordination.

   1. It is the Contractor’s responsibility during the course of the work, to bring to the attention of the Architect any defective membrane, insulation or deck discovered where not previously identified. Reference section 012200 Unit Prices for additional information.

1.20 VOLUNTARY ALTERNATES

A. Any and all materials and services being proposed as an “equal” must be submitted to the Architect and Owner’s Representative in accordance with the requirements of section 007213 General Conditions, article 3.1. Any failure to fully comply with the specifications shall be grounds for rejection.
B. Any materials or services submitted as “equal” must first be approved by the roofing contractor before submission. The proposal must be submitted by the qualified applicator / bidding Contractor. No materials and services being proposed as an “equal” will be accepted from Manufacturer’s Representative, Rep Agencies, Distributors, etc., without authority over the project, and no response will be entitled.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 011000
SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Types of allowances include the following:
   1. Weather allowances.

1.3 WEATHER ALLOWANCE

A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).

B. The Contractor's progress schedule shall clearly indicate the bad weather day allowance as an “activity” or “activities”. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.

C. The Contractor's Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.

D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.

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

A. Weather Allowance: Included within the completion period for this Project ten (10) “bad weather” days.

END OF SECTION 012100
SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary
      Conditions and other Division 1 Specification Sections, apply to this Section.
   B. Quantities of Units to be included in the Base Bid are indicated in Part 3.1 below.

1.2 SECTION INCLUDES
   A. Administrative and procedural requirements for unit prices.
   B. List of unit prices, for use in preparing Bids.
   C. Measurement and payment criteria applicable to Work performed under a unit price payment
      method.

1.3 COSTS INCLUDED
   A. Unit Prices included on the Bid Form shall include full compensation for all required labor,
      products, tools, equipment, plant, transportation, services and incidentals; erection, application
      or installation of an item of the Work; overhead and profit.
   B. Unit price is a price per unit of measurement for materials or services added to or deducted
      from the Contract Sum by appropriate modification, if estimated quantities of Work required by
      the Contract Documents are increased or decreased. Unit Price is an amount proposed by
      bidders, stated on the Bid Form Attachment 004322.

1.4 UNIT QUANTITIES SPECIFIED
   A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and
      measurements of actual Work will determine the payment amount.

1.5 MEASUREMENT OF QUANTITIES
   A. Take all measurements and compute quantities. Measurements and quantities will be verified
      by Architect as necessary.
   B. Owner reserves the right to reject Contractor’s measurement of Work in-place that involves use
      of established Unit Prices and to have this work measured, at Owner’s expense, by an
      independent surveyor acceptable to Contractor.
1.6 PAYMENT

A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect and Owner, multiplied by the unit price.

B. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.

1.7 DEFECT ASSESSMENT

A. Replace Work, or portions of the Work, not conforming to specified requirements.

B. The authority of Architect to assess the defect and identify payment adjustment is final.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price #1: Removal and Replacement of Deteriorated Lightweight Concrete/ Gypsum:

1. Description: Inspect and replace areas of decking found to be deteriorated on the top surface. Replace with new “like and kind” materials.
2. Unit of Measure: “per square foot”.
3. Base Bid Quantity: 250 sf across project.

B. Unit Price #2: Removal and Replacement of Deteriorated Wood Decking:

1. Description: Inspect and replace areas of decking found to be deteriorated, broken, or compromised. Replace with new “like and kind” materials.
2. Unit of Measure: “per square foot”.
3. Base Bid Quantity: 50 sf across project.

C. Unit Price #3: Metal Deck Repair & Overlay:

1. Description: Overlay existing decking found to be damaged with new decking of matching profile. Mechanically attach at all end and side laps in accordance with current SDI guidelines. Minimum replacement length shall span over at least two (2) purlins unless otherwise approved.
2. Unit of Measure: “per square foot”.
3. Base Bid Quantity: 10 sf across project.
D. Unit Price #4: Remove and Replace Damaged Drain Assemblies and Replace with New:

1. Prior to the work, inspect roof drains. Roof drains found to be cracked or damaged apply to this unit cost. Notify Owner and Architect upon discovery. Upon approval, remove existing drain bowl assembly including drain bowl, and install new matching cast iron unit. Price to include all associated work; access, demo, removal, installation, setting, connections, insulating the drain bowl and drop, and reinstallation of applicable room finishes, etc. to provide a complete application. Plumbing work is to be performed by licensed plumbing subcontractor. Drain inserts are not accepted.

2. Unit of Measure: “per each unit”.
3. Base Bid Quantity: 4 units across project.

E. Unit Price #5: Brick Masonry Repointing:

1. Repair and repoint masonry where affected by existing roof system removal, HVAC units or systems removal, electrical conduit removal, and/or installation of new roof systems and flashing conditions.

2. Unit of Measure: “per square foot”.
3. Base Bid Quantity: 50 sf across project.

END OF SECTION 012200
SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Description of Alternates.
B. Procedures for pricing Alternates.

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

1.3 ACCEPTANCE OF ALTERNATES
A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
B. An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
C. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

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

A. Alternate #1: Add the following cost to the base bid: Remove and replace all existing gutters and downspouts in the roof areas being replaced. Remove and dispose of existing gutters and downspouts. Add fasteners as required to the existing wood nailer to meet FM 1-49 requirements. In locations where gutter is set back on the wall, install additional wood blocking to build out the wall so that the back of gutter is flush with face of masonry wall. Install new fascia metal to completely cover new wood blocking as required. Provide and install new 22 ga. Kynar finish gutters and downspouts, matching existing size and profile. Verify drainage components are designed and installed per SMACNA guidelines. Install new 22 ga. (min) continuous metal cleat and 24 ga. (min) TPO-coated drip edge as detailed in Base Bid. Tie downspouts back into the existing storm water system with brackets five feet (5’) on-center.

B. Alternate #2: To replace the Fluid-Applied Roofing Coating in the base bid on Sections 1, 2 and 7 of MHD Annex with TPO assembly, including coverboard and insulation. Include replacing flashing and perimeter trim with new; reference drawings for extent.

C. Alternate #3: To replace the Fluid-Applied Roofing Coating in the base bid on Section 9 of MHD Annex with TPO assembly, including coverboard and insulation. Include replacing flashing and perimeter trim with new; reference drawings for extent.

D. Alternate #4: To replace the Fluid-Applied Roofing Coating in the base bid on Sections 3, 4, 5, 6 and 8 of MHD Annex with TPO assembly, including coverboard and insulation. Include replacing flashing and perimeter trim with new; reference drawings for extent.

END OF SECTION 012300
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.

2. Section 012200 "Unit Prices" for administrative requirements for using Unit Prices.

3. Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling requests for substitutions made after the Contract award.

4. Section 007213, Article 4.0 "Changes in the Work" for Contract Change requirements.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "Designer’s Supplemental Instructions" (DSI).

1.4 REQUESTS FOR INFORMATION

A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a “Request for Information” (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.

B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the
Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.

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

1.5 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect or Owner Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. The proposed Change Description will be issued using the “Request for Proposal” (RFP) form. If necessary, the description will include supplemental or revised Drawings and Specifications.

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

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 007213 "General Conditions", article 3.1 if the proposed change requires substitution of one product or system for product or system specified.
1.6 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.7 CHANGE ORDER PROCEDURES

A. Architect/Engineer will review all proposal requests, including the issuing Contractor's estimate of costs. A/E will review all proposal requests, including the issuing Contractor's estimate of costs. A/E shall issue a recommendation or rejection for all proposal requests. On A/E's, and Owner's approval of a Proposal Request, Architect will issue a Construction Change Directive for signatures of Contractor, Architect, and Owner (in that order) on AIA Document G714 or similar form.

B. Upon completion of the work approved by CCD, and a finalization of costs, the Architect will prepare a Change Order for signatures of the Contractor, Architect, and Owner (in that order) using the approved format.

C. CO's shall describe changes in the Work, both additions and deletions, with references to revised Contract Documents or other supporting documents to define details of the changes. CO's shall include an accounting of the adjustments in the Contract Sum and Contract Time.

1.8 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.9 CHANGE ORDERS

A. Change Order: Upon completion of the work authorized by the Construction Change Directive, the Architect will issue a Change Order prepared on AIA Document G701 or an approved similar form.

B. Change Orders may include Contractor's response to multiple CCDs.

C. Contractor may not request payment for changes in the Contract prior to receiving a fully executed Change Order.
PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 REFERENCED FORMS

A. The following forms can be found on our website at https://oa.mo.gov/facilities/vendor-links/architectengineering-forms or https://oa.mo.gov/facilities/vendor-links/contractor-forms:

1. Request for Information
2. Designer’s Supplemental Instructions
3. Request for Proposal
4. Contract Change
5. Contract Change Detailed Breakdown – SAMPLES
6. Contract Change Detailed Breakdown – General Contractor (GC)
7. Contract Change Detailed Breakdown – Subcontractor (SUB)

END OF SECTION 012600
SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.

B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.

C. Related Sections include the following:
   1. Division 1, Section 013200 "Schedule – Bar Chart" for preparing and submitting Contractor's Construction Schedule.
   3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, which depend on each other for proper installation, connection, and operation.

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

C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Preinstallation conferences.
   7. Startup and adjustment of systems.
   8. Project Closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
   1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 PROJECT MEETINGS

A. The Owner’s Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The
Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

1. Minutes: Designer will record and distribute meeting minutes.

B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".

1. Minutes: Designer will record and distribute to Contractor the meeting minutes.

C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:

   a. Contract Documents
   b. Options
   c. Related RFIs
   d. Related Contract Changes
   e. Purchases
   f. Deliveries
   g. Submittals
   h. Review of mockups
   i. Possible conflicts
   j. Compatibility problems
   k. Time schedules
   l. Weather limitations
   m. Manufacturer's written recommendations
   n. Warranty requirements
   o. Compatibility of materials
   p. Acceptability of substrates
   q. Temporary facilities and controls
   r. Space and access limitations
   s. Regulations of authorities having jurisdiction
   t. Testing and inspecting requirements
u. Installation procedures
v. Coordination with other Work
w. Required performance results
x. Protection of adjacent Work
y. Protection of construction and personnel

3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.

7. Project name

8. Name and address of Contractor

9. Name and address of Designer

10. RFI number including RFIs that were dropped and not submitted

11. RFI description

12. Date the RFI was submitted

13. Date Designer's response was received

14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 013100
SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.

B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date. Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor’s Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule. The Schedule shall also include an activity for the number of “bad” weather days specified in Section 012100 – Allowances.

1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
a. If practical, use the same Schedule of Values breakdown for schedule time bars.

2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.

3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.

6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.

B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:

1. Requirement for Phased completion
2. Coordination with existing construction
3. Site restrictions
4. Provisions for future construction
5. Seasonal variations
6. Environmental control

C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:

1. Subcontract awards
2. Submittals
3. Purchases
4. Mockups
5. Fabrication
6. Sample testing
7. Deliveries
8. Installation
9. Testing
10. Adjusting
11. Curing
12. Startup and placement into final use and operation.
D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a “major area” is a story of construction, a separate building, or a similar significant construction element.

1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural completion.
   b. Permanent space enclosure
   c. Completion of mechanical installation
   d. Completion of the electrical portion of the Work
   e. Substantial Completion

3.3 SCHEDULE OF SUBMITTALS

A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.

B. Prepare the schedule in chronological order. Provide the following information
   1. Scheduled date for the first submittal
   2. Related Section number
   3. Submittal category
   4. Name of the Subcontractor
   5. Description of the part of the Work covered
   6. Scheduled date for resubmittal
   7. Scheduled date for the Designer’s final release or approval

C. Distribution: Following the Designer’s response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
   1. Post copies in the Project meeting room and temporary field office.
   2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

3.4 SCHEDULE OF INSPECTIONS AND TESTS

A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:

1. Specification Section number
2. Description of the test
3. Identification of applicable standards
4. Identification of test methods
5. Number of tests required
6. Time schedule or time span for tests
7. Entity responsible for performing tests
8. Requirements for taking samples
9. Unique characteristics of each service

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

END OF SECTION 013200
SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
2. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to web-based project software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in web-based project software site:
   a. Name of Project.
   b. Name and contact information for photographer.
   c. Name of Architect.
   d. Name of Contractor.
   e. Date photograph was taken.
   f. Description of location, vantage point, and direction.
   g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
1.5 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with Project number, date, Project area and sequential numbering suffix.

1.6 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.
   1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Preconstruction Photographs: Before commencement of selective removal and demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
   1. Flag construction limits before taking construction photographs.
   2. Take photographs to show existing conditions adjacent to property before starting the Work.
   3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
   4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

C. Periodic Construction Photographs: Take photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 013233
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Preconstruction meeting.
B. Submittal procedures.

1.2 RELATED REQUIREMENTS

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

1.3 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Shop Drawings
2. Product Data
3. Samples
4. Quality Assurance Submittals
5. Operating and Maintenance Manuals
6. Warranties
7. Project Closeout Submittals

B. Refer to the following sections for additional requirements:

1. Section 011000 - Summary of Work.
2. Section 075423 - Thermoplastic Polyolefin (TPO) Membrane Roofing
3. Section 076200 - Sheet Metal Flashing and Trim

C. Administrative Submittals: Refer to General and Supplementary Conditions and other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Construction Progress Schedule including Schedule of Values
2. Performance and Payment Bonds
3. Insurance Certificates
4. Applications for Payment
5. Certified Payroll Reports
6. Partial and Final Receipt of Payment and Release Forms
7. Affidavit – Compliance with Prevailing Wage Law
8. Record Drawings
9. Notifications, Permits, etc.

D. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and
schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.

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

1.4 SUBMITTAL PROCEDURES

A. Coordination: Coordinate, preparation, and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow enough time for submittal review, including time for re-submittal, as follows. Time for review shall commence on the Owner’s Representative’s receipt of submittal.

1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Direct Transmittal to Architect: Where the Contract Documents indicate that submittals may be transmitted directly to the Owner’s Representative, provide duplicate copy of transmittal.
3. Allow 5 working days for processing each submittal.
4. No extension of the Contract Time will be authorized due to failure to transmit submittals in a timely fashion in advance of the Work to permit processing.

C. Identification: If hard copies are provided, place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor’s review and approval markings and action taken by the Architect.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Contractor.
   d. Name and address of subcontractor.
   e. Name and address of supplier.
   f. Name of manufacturer.
   g. Number and title of appropriate Specification Section.
   h. Drawing number and detail references, as appropriate.
   i. Other necessary identification.

D. Transmittal: Package each submittal individually and appropriately for transmittal and handling.
E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Use only final submittals with mark indicating approval and/or action taken in connection with construction.

G. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:
   1. Date of Submission
   2. Name of Project
   3. Location
   4. Section Number of Specification
   5. State Project Number
   6. Name of Submitting Contractor
   7. Name of Subcontractor
   8. Indicate if Item is submitted as specified or as a substitution

1.5 SHOP DRAWINGS

A. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing. The contractor will affix their shop drawing stamp on all shop drawing submittals, identifying that they have reviewed the submittal for conformance with the construction documents and coordination with the other materials and equipment components of the project.

B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
   1. Dimensions
   2. Identification of products and materials included by sheet and detail number
   3. Compliance with specified standards
   4. Notation of coordination requirements
   5. Notation of dimensions established by field measurement
   6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½”x11” but no larger than 36”x48”.
   7. Submit all shop drawings, except finish samples, electronically utilizing the PDF format.
   8. Physical samples should be submitted per Section 1.7 Samples.

1.6 PRODUCT DATA

A. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer’s installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
   1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:
      a. Manufacturer’s printed recommendations
      b. Compliance with Trade Association standards
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.7 SAMPLES

A. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer’s sample including the following:
    a. Specification Section number and reference
    b. Generic description of the Sample
    c. Sample source
    d. Product name or name of the Manufacturer
    e. Compliance with recognized standards
    f. Availability and delivery time

2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
   a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
   b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.
   c. Samples not incorporated into the Work, or otherwise designated as the Owner’s property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

1.8 QUALITY ASSURANCE DOCUMENTS

A. The Contractor shall submit quality control submittals including design data, certifications, manufacturer’s instructions, manufacturer’s field reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.

   1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.

C. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
1.9 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

1.10 PROJECT CLOSEOUT SUBMITTALS

A. Project Record Documents: Submit documents to Architect/Engineer with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   2. Submit one electronic copy (PDF file types) of completed documents 15 days prior to final inspection. This copy will be reviewed and returned, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
   3. Submit electronic copy 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

3.1 SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

   1. Submit copies as required.
   2. Electronic submittals are preferred by the Architect and must be received in a single document.
   3. If hard copies are submitted, submit prints without folds; flat sheets, if size permits, or rolled in tubes.
      a. The Architect will review and stamp drawings marked with action taken and corrections or modifications required.
      b. The Architect will retain one (1) print of each drawing. The Owner will retain two (2) prints of each drawing, send one (1) print of each drawing to Owner, and return reproducible and one (1) print to contractor.
B. Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable for each roof system/type:
   a. Provide Contractor’s warranty sample on the contractor’s letterhead.
   b. Provide a copy of the Manufacturer’s specified warranty sample.
   c. Manufacturer's product specifications.
   d. Manufacturer's installation instructions and minimum detailing requirements.
   e. Statement from the manufacturer that the contractor is certified to install the specified assembly for the specified warranty and duration.
   f. Manufacturer's catalog cuts.
   g. Provide layout patterns for fasteners. Include layouts for corners, perimeters and the field of the roof.

C. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

D. Contractor’s Construction Schedule: Comply with requirements in Section 013200 “Schedule – Bar Chart” and Section 013233 “Photographic Documentation.”

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Owner and his/her Representative and other information specified.

F. Installer Certificates: Prepare written statements on manufacturer’s letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

G. Material Certificates: Prepare written statements on manufacturer’s letterhead certifying that material complies with requirements.

H. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

I. Pull / Adhesion Test Reports: Provide a written report showing: the areas tested, method and materials used, and the results of the testing. All tests to meet or exceed the manufacturer’s requirements for the specified design of the new roofing system.

J. Manufacturer’s Instructions: Prepare written or published information that documents manufacturer’s recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Recommendations for cleaning and protection.
K. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

L. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage. Refer to Division 01 and the front end documents.

M. Construction Photographs: Photograph areas of deck repair activity and other potentially unforeseen conditions.

3.2 REJECTION AND MULTIPLE RESUBMITTALS AND ASSOCIATED COSTS

A. Adequate review time has been allotted by the Architect to review submittals, and request and review one (1) re-submittal for a total of two (2) submittal reviews for/with the contractor. Electronic submittal packages MUST be collated into a singular file. Individual electronic submittal documents will not be accepted. Costs associated with additional rejections and re-submittals shall be borne by the contractor.

3.3 CONTRACTOR'S REVIEW

A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.4 PRECONSTRUCTION MEETING

A. Architect will schedule a preconstruction meeting after Notice of Award.

B. Attendance Required:

1. Owner (or Owner's Representative)
2. Architect
3. Contractor
4. All Subcontractors

C. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
4. Submission of list of Subcontractors, list of Products, and progress schedule.
5. Review Scope of work
6. Review work areas
7. Review site logistics

D. Meeting minutes will be distributed within three (3) working days after meeting to all participants by the Architect.

3.5 DAILY CONSTRUCTION REPORTS - RECOMMENDED

A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.

B. Transmit electronically a copy to Owner and Architect.

1. Submit in format acceptable to Owner.

C. Prepare a daily construction report recording the following information concerning events at project site and project progress:

1. Date
2. High and low temperatures, and general weather conditions.
3. List of subcontractors at project site.
4. Approximate count of personnel at project site.
5. Material deliveries.
6. Safety, environmental, or industrial relations incidents.
7. Meetings and significant decisions.
8. Testing and/or inspections performed.
9. Signature of Contractor's authorized representative.

3.6 REQUIRED SUBMITTALS

A. Contractor shall submit the following information for materials and equipment to be provided under this contract.
<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>TYPE OF SUBMITTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>013100</td>
<td>Coordination</td>
<td>x</td>
</tr>
<tr>
<td>013200</td>
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END OF SECTION 013300
SECTION 013513.13 – SITE SECURITY AND HEALTH REQUIREMENTS (DESE)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

A. List of required submittals:

1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
2. Schedule of proposed shutdowns, if applicable.
3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.
4. "No Asbestos and No Lead" certification.
5. Drug testing program and certification.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.

B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.

C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.

3.2 RULES OF THE FACILITY

A. No alcohol, drugs, guns, or other weapons are permitted anywhere at the Facility (i.e., inside or outside buildings, or anywhere on school grounds); violators will be referred to local law enforcement for prosecution.

B. No tobacco or smoking products may be used anywhere at the Facility.

C. Sexual harassment, offensive or fraternizing behavior, or foul language around or towards students or staff will not be tolerated. Violations by workers will result in one warning from
the Facility Representative. Subsequent infractions will require permanent ejection of offending worker(s) from the jobsite, with no change to the contract schedule or additional cost to the State.

D. The Contractor shall consider the safety of the Facility’s students at all times, and shall maintain excavations, scaffolding/ladders, equipment, tools, and materials in as safe a manner as possible during and after working hours.

E. Vehicles should be locked and parked in areas designated by the Facility Representative.

F. Neither the Owner nor DESE assumes responsibility for the Contractor’s vehicles, equipment, tools, or materials.

G. The Contractor shall coordinate and communicate planned daily work activities with the Facility Representative at least two (2) working days in advance. This will allow time for the Facility Representative to consider temporarily relocating special education students whose health could be adversely affected by loud noises, chemical odors, temperature extremes, etc.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC will also check with law enforcement to determine if any of the Contractor’s employees has an outstanding warrant for his or her arrest. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.

2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC a list of the names of the Contractor’s employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director’s discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC’s website at: https://oa.mo.gov/fmdc-contractor-id-badges.

3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor’s employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee’s fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have
been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee’s updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.

5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee’s background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.

6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.

7. The Contractor shall notify FMDC if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.

8. Upon award of a Contract, the Contractor should contact FMDC to determine if its employees need to provide a new background check. If a Contractor’s employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.

   1. Onsite burning is prohibited.

   2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.

   3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

B. The Contractor shall not obstruct streets or walks without permission from the Owner’s Construction Representative and Facility Representatives.
C. The Contractor’s personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.

D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils in storm or sanitary drains.

E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste, and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.

F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner’s Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.

G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.

H. The Contractor’s workers shall not be under the influence of any intoxicating substances while on the Facility premises.

3.5 NO ASBESTOS AND NO LEAD CERTIFICATION REQUIREMENTS

A. No asbestos containing material (> 1.0% asbestos by dry weight) or lead containing material (> 0.06% or 600ppm/10,000ppm lead by dry weight) shall be included in any project submittals or physically installed during construction work on this project.

B. USEPA regulations exclude local education agencies (i.e., DESE MSB, MSD, & SSSH) from the requirements of inspection, sampling, and analysis of homogenous areas that have been newly constructed or repaired/replaced in special education school buildings; where an Architect or Project Engineer responsible for the construction, or an Accredited Inspector, provides a signed statement that no asbestos (or lead) was specified, or used, as a building material (or system component) in any project construction documents, or physically installed as part of the project work. It is recommended that the Contractor research each material/component used on the job to verify that it contains no asbestos or lead (i.e., look at manufacturer’s cut-sheet specifications, Material Safety Data Sheets, DOT shipping classification, or even contact the manufacturer for their verification); then, the Contractor should write on each project submittal: “To the best of my knowledge, items covered by this submittal contain no asbestos or lead containing material”.

C. Contractor Certification Requirement

1. Prior to final payment, the Contractor shall submit a signed letter on company letterhead certifying that, to the best of its knowledge, no asbestos or lead containing materials were used or installed during the work. The Contractor shall address the letter to the Service Level Manager/Designated Person for FMDC, at P.O. Box 809, Jefferson City, MO  65102, and (if applicable) to the Architect or Project Engineer. The letter shall reference the Site/Facility Name, Project Number, Project Title, and shall include the following statement:

“The Contractor certifies, to the best of its knowledge, that no asbestos containing material (> 1.0% asbestos by dry weight) or lead containing material (> 0.06% or 600ppm/10,000ppm lead by dry weight) was included in any project submittals or physically installed during construction work on this project. Contractor agrees to
D. Architect or Project Engineer Certification

1. As part of the final as-built/close-out document submittal requirements, it is requested that the Project Architect or Engineer (or Accredited Inspector as a last resort) responsible for design and submittal approval, submit a signed letter on company letterhead that references the Site/Facility Name, Project Number, Project Title, and includes the following statement:

“As the Designer, or Accredited Inspector, I certify, to the best of my knowledge, that no asbestos containing material (> 1.0% asbestos by dry weight) or lead containing material (> 0.06%, or, 600ppm/10,000ppm lead by dry weight) was specified in the construction documents, or approved for installation by the Contractor during construction work, on this project.”

3.6 DRUG & ALCOHOL TESTING PROGRAM CONTRACTUAL REQUIREMENT - (1 CSR 30-7.010)

A. BASIS AND LEGAL REQUIREMENTS

1. In an effort to create safe and healthy schools and workplaces, the State of Missouri requires that Contractors and Subcontractors shall maintain and enforce a written substance abuse testing program for public works construction projects on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. This policy is not intended to be a substitute for the Contractor’s or Subcontractor’s complete written substance abuse policy. These requirements shall be the minimum requirements for complying with Section 161.371, RSMo, and may be supplemented at the discretion of the Contractor or Subcontractor.

2. The State of Missouri has a vital interest in protecting the safety of students and maintaining safe, healthful, and efficient working conditions for both the state and its’ Contractors’ and Subcontractors’ employees; and has determined that the educational and work environment is safer and more productive without the presence of illegal or inappropriate drugs, alcohol, or other substances in the body or on state property on which any state elementary or secondary school is located or being constructed or improved.

3. The use of illegal drugs, on or off duty, is inconsistent with law-abiding behavior expected of all persons. The use of illegal drugs, or abuse of alcohol or prescription drugs, may impair the ability of employees to perform tasks that are critical to proper work performance. The result is an increase in accidents and failures that pose a serious threat to the safety of all students, employees, visitors and the general public. Impaired employees also tend to be less productive, less reliable and prone to greater absenteeism, resulting in the potential for increased cost and delays in the timely completion of contracts.

B. CONTRACTUAL REQUIREMENTS

1. Each contract entered into for the performance of work on any public and charter elementary or secondary project subject to the control of the State of Missouri shall require that each Contractor and each Subcontractor have in place a drug and alcohol testing program consistent with this rule. These contractual requirements shall apply to Contractor and Subcontractor employees on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri, including workers, new hires, replacements, and
supervisory personnel. The Contractor and all Subcontractors shall comply with this contractual requirement. The State of Missouri shall determine, in its sole discretion, when this contractual requirement shall be applicable; and in such instances, any bid submitted in response to a request for proposal shall comply with this contractual requirement.

2. In order to be eligible to perform work on public and charter elementary and secondary education construction projects that are subject to the control by the State of Missouri, a Contractor must have and enforce a written drug and alcohol testing program incorporating the following testing requirements, terms and conditions applicable to all its employees, prospective employees and Subcontractors. Neither employee nor prospective employee of a Contractor or Subcontractor shall be permitted to work on public and charter elementary and secondary education construction projects that are subject to this rule unless such employee submits to testing as required by the contractual requirement required by this rule.

3. Each Contractor and Subcontractor subject to this rule shall train its’ supervisory employees in methods that will allow them to recognize the signs and symptoms of substance abuse and to take action provided by this contractual requirement in a manner consistent with generally accepted safety training procedures.

4. Each Contractor and Subcontractor subject to this rule is responsible for the cost of developing, implementing, and enforcing its drug and alcohol testing program, including the cost of drug and alcohol testing of its employees provided by the contractual requirement required by this rule.

5. Each Contractor shall furnish a copy of its drug and alcohol testing program and certify that it and its’ Subcontractors are in compliance with the provisions of this rule to the State of Missouri at the time it submits a bid for any contract with the State of Missouri for work on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. Additionally, each Subcontractor shall furnish a copy of its substance abuse testing program to the Contractor prior to commencement of work on public and charter elementary and secondary education construction projects that are subject to this contractual requirement. The Contractor may reject a Subcontractor’s program as noncompliant with the contractual requirement required by this rule.

C. TESTING REQUIREMENTS

1. PRE-ENGAGEMENT TESTING: Testing for all substances other than alcohol as described in this rule shall be conducted by each Contractor and Subcontractor for its employees or prospective employees within 120 days prior to any employee’s appearance on a public and charter elementary and secondary education construction project that is subject to this contractual requirement. Contractors’ or Subcontractors’ employees that can provide certification of a previous drug test occurring within 120 days or employees that have been subject during the preceding consecutive two (2) years to a random and periodic selection program that meets the standards as set forth in this rule and, if the employee actually has been tested, that indicates a negative result for each of the substances listed herein, may be exempted from pre-engagement testing provided by this rule. If the employee was not employed by the Contractor or Subcontractor that is his or her current employer at the time of the previous test, the employee may be exempted from pre-engagement testing only upon certification of the non-negative test directly from the administrator of the testing program that conducted the previous test.
2. RANDOM TESTING: All employees of the Contractor and Subcontractor shall be subject to random testing by the Contractor or Subcontractor. For employees holding a commercial driver license, the annualized drug and alcohol testing rate shall comply with 49 CFR Part 382, as may be amended from time to time and similar applicable regulations of the Federal Highway Administration. All other employees of the Contractor or Subcontractor shall be subject to testing for all substances other than alcohol at the random annualized selection rate of fifty (50) percent of the Contractor’s or Subcontractor’s employees. Employees selected for random testing shall report in a timely manner to the drug and alcohol testing laboratory or collection site where directed for drug and/or alcohol testing.

3. PERIODIC TESTING: All employees working on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to periodic and random testing for all substances other than alcohol on at least a biannual basis. Employees subject to periodic testing shall report in a timely manner as directed to the drug and alcohol testing laboratory or collection site for drug testing.

4. REASONABLE SUSPICION TESTING: All employees of the Contractor and Subcontractor on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to a drug and alcohol test when an employee is acting in an abnormal manner that leads a supervisory employee of the Contractor or Subcontractor to have reasonable suspicion that the employee is under the influence of alcohol or controlled substances. Reasonable suspicion means suspicion based on specific personal observations by the supervisory employee concerning the appearance, behavior, speech or breath odor of the employee.

5. POST-ACCIDENT/INCIDENT TESTING: All employees of Contractors and Subcontractors on public and charter elementary and secondary education construction projects who are subject to this rule shall be subject to a drug and alcohol test following an on-the-job injury requiring medical treatment or following a serious or potentially serious incident, including near misses, during which safety precautions were violated, persons were or could have been injured, unsafe instructions or orders were given, vehicles, equipment, or property was damaged, careless acts were performed, or when prescribed personal protective or safety equipment was not worn. Employees involved or who may have contributed to the incident, shall be subject to a drug and alcohol test. If it is impossible or impractical, because of the physical condition of the person involved in the accident to be subjected to drug and alcohol testing; and if in subsequent medical treatment, that person’s blood or other bodily fluid will be drawn, then that blood or other bodily fluids may be analyzed for drugs and alcohol.

D. SUBSTANCE ABUSE TESTING PROTOCOLS

1. A Contractor or Subcontractor subject to the provisions of this rule shall perform pre-engagement, random, periodic, reasonable suspicion, and post accident/incident testing in the following manner:

a. Drug Testing

1) All urine samples collected under this program shall be analyzed by a laboratory certified by the National Institute on Drug Abuse/Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test. All
samples confirmed by the laboratory as non-negative shall be interpreted as positive or negative by a Medical Review Officer licensed by the American Association of Medical Review Officers, American College of Occupational and Environmental Medicine, Medical Review Officer Certification Council, or American Society of Addiction Medicine.

b. Alcohol Testing

1) The initial screening tests for alcohol shall be performed by using either a saliva test or a DOT approved breathalyzer.

2) Alcohol confirmatory tests shall be performed by either a blood alcohol test or a DOT approved breathalyzer.

2. Testing for the presence of drugs or alcohol in an employee’s system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

3. The program shall require notification to the employer and employee of the results of any non-negative drug and alcohol test and the Division of Facilities Management, Design and Construction shall be notified of the action taken to protect the safety of students as a result of such positive test, provided that no requirement of individual confidentiality of test results provided by federal law or regulation or state statute shall be violated in providing such notifications.

E. THRESHOLD LIMITS

1. All samples collected shall be analyzed by a laboratory certified by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services, and shall include an initial Enzyme Multiplied Immunoassy Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the substances and levels of such substances provided by 49 CFR Part 40 and for alcohol as provided by 49 CFR Part 382, as may be amended from time to time. The levels that shall be deemed to result in a negative test result shall be defined by 49 CFR Part 40 and 49 CFR Part 382, as may be amended from time to time; provided that if such regulations shall no longer define substances and testing levels in the future, testing as required by this rule shall screen for the following substances that shall not exceed the following levels in order to be deemed a negative test result:

<table>
<thead>
<tr>
<th>(EMIT) Confirmed (ng/ml)</th>
<th>(GC/MS) Confirmation Test (ng/ml)</th>
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<tr>
<td>Drugs tested</td>
<td>Initial Level</td>
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<tr>
<td>*Amphetamines</td>
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<td>Benzo diazepines</td>
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<td>Cocaine Metabolite</td>
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<td>Phencyclidine (PCP)</td>
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<tr>
<td>Propoxphene</td>
<td>300</td>
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</tbody>
</table>
Breath/Blood Alcohol Content (BAC)  .04%  .04%
Removal from jobsite (BAC)  .0200-.0399%  .0200%-0.0399%

*Note – includes Amphetamines, Methamphetamines and Ecstasy (MDMA).

F. REFUSAL TO SUBMIT TO TESTING/CONFIRMED POSITIVE RESULTS

1. Any employee of a Contractor or Subcontractor performing any duties or work that are subject to this rule who refuses to submit to testing or receives a confirmed positive test result for any of the substances indicated in Section E shall be required to immediately leave the construction site and be prohibited from returning to any construction site subject to control of the State of Missouri until evidence is provided of the completion of the reinstatement procedures as set forth in section G.

2. Determination for Violation of Policy
   a. A confirmed positive drug or alcohol test.
   b. Failure to contact the Medical Review Officer as directed.
   c. Failure to report as directed for random testing.
   d. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee with such ingested substances for non-medical reasons on a public and charter elementary and secondary education construction project subject to the control of the State of Missouri.
   e. Working, reporting to work, being on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri, or in a state or employer owned, leased or rented vehicle, while under the influence of alcohol (0.04% BAC or greater).
   f. Switching, adulterating or attempting to tamper with any sample submitted for drug or alcohol testing or otherwise interfering or attempting to interfere with the testing process.
   g. Refusal to submit a specimen for testing shall be deemed to be a positive test result and shall be subject to the same consequences as specimens tested and confirmed as positive.
   h. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

G. REINSTATEMENT PROCEDURES

1. An employee receiving a confirmed positive test result for any of the substances indicated in Section 5 may return to work on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri only after the following conditions have been satisfied:
   a. Evidence is submitted to the Contractor or Subcontractor that the employee has completed or is actively participating in an approved drug/alcohol assessment, treatment, and/or counseling program. The costs of this assessment, treatment or program need not be borne by the Contractor or Subcontractor.
b. Evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of Sections E and F of this rule. The costs of this subsequent retesting need not be borne by the Contractor or Subcontractor.

c. The employee shall be subject to additional random drug and alcohol testing on a monthly basis while on any public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri. The costs of this additional testing, treatment or program need not be borne by the Contractor or Subcontractor.

d. An employee known by the Contractor or Subcontractor to have previously had a positive test result who receives a second or subsequent confirmed positive test result in connection with subsequent testing required by this Section H of this rule shall be removed by the Contractor or Subcontractor from all public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. The employee shall not return to work on any public and charter elementary and secondary education construction project subject to this rule until that the employee has completed an approved drug/alcohol assessment, treatment, and/or counseling program; and until after evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of sections E and F of this rule and that indicates a blood alcohol concentration of less than 0.02 percent.

H. COMPLIANCE DETERMINATION

1. The State of Missouri may audit any substance abuse testing program implemented pursuant to this contractual requirement to verify compliance, upon at least 24 hours notice by the State to the Contractor of its intent to audit. The State shall have free access to all relevant records of the Contractor and its Subcontractors for this purpose.

2. Any portion of this program that is in violation of applicable federal or state law or regulation shall be deemed unenforceable.

3.7 DISRUPTION OF UTILITIES

A. The Contractor shall give minimum (72) hours written notice to the Construction Representative and Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.

B. The contractor shall give minimum (72) hours written notice to the Construction Representative and Facility Representative before closing any access drives and shall make temporary access available if possible. Do not obstruct streets, walks, or parking

END OF SECTION 013513.13
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities...
of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.

2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements or as part of permanent construction, consisting of multiple products, assemblies, and subassemblies.

3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST’s National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor’s quality-control services do not include contract administration activities performed by Architect.

1.4 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent
requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior and laboratory mockups.
   1. Include plans, sections, and elevations, indicating materials and size of mockup construction.
   2. Indicate manufacturer and model number of individual components.
   3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

B. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.7 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
   1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
   2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.

2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.

3. Owner-performed inspections indicated in the Contract Documents. Owner will not perform testing – all testing to be performed by contractor.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.
1.9 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.10 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

   1. Contractor responsibilities include the following:

      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

f. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Owner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
5. Schedule mockup review to coincide with Architect's periodic site visits. Delays due to failure to schedule necessary reviews will not be cause for changes in cost or time extensions.
6. Demonstrate the proposed range of aesthetic effects and workmanship.
7. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.

   a. Allow 10 business days for initial review and seven days for each re-review of each mockup.

8. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
9. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.

1.11 QUALITY CONTROL

A. Owner Responsibilities: Tests and Inspections are Contractor's responsibility.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.
a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.

4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.12 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.
B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Commissioning Authority's reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 “Execution.”

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor or contractor of lower tier, to perform a particular construction activity including installation, erection, application and similar operations. Installers are required to be experience, and in some case certified by an organization or governmental agency, in the operations they are engaged to perform.

1. Experienced when used with the term installer means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated and having complied with requirements of authorities having jurisdiction.

2. Assigning Specialists: Certain sections of the specifications require the assignment of specialists experienced in the particular systems or construction activities required. These installers shall be recognized experts in those operations or systems. The specialist must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, ultimate responsibility for fulfilling the terms of the Contract requirements remains with the Contractor.
a. The specialist requirement shall not be interpreted to conflict with enforcing building codes or to interfere with authorities having jurisdiction.

I. "Provide": Furnish and install, complete and ready for the intended use.

J. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
16. AIA - American Institute of Architects (The); www.aia.org.
26. AR - Air- Conditioning & Refrigeration Institute; (See AHRI).
27. AR - American Refrigeration Institute; (See AHRI).
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwf.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.cea.org.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cga.net.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
61. CRI - Carpet and Rug Institute (The); www.carpetrug.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa.ca.
65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWCA - Composite Wood Council; (See CPA).
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. EIA - Electronic Industries Alliance; (See TIA).
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
90. GA - Gypsum Association; www.gypsum.org.
92. GS - Green Seal; www.greenseal.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
98. IAPSC - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
101. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
104. IESNA - Illuminating Engineering Society of North America; (See IES).
105. IEST - Institute of Environmental Sciences and Technology; www.ies.org.
106. IGMA - Insulating Glass Manufacturers Alliance; www.igmanline.org.
108. II - Illinois State Historical Society; (Formerly: Illinois State Historical Library); www.illinois.org.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
125. MCA - Metal Construction Association; www.metalconstruction.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
148. NFPA - NFPA International; (See NFPA).
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
154. NRCA - National Roofing Contractors Association; www.nrca.net.
158. NSSGSA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
161. OSHA - Occupational Safety & Health Administration; www.osha.gov.
162. PCI - Precast/Prestressed Concrete Institute; wwwPCI.org.
163. PDI - Plumbing & Drainage Institute; www.pdionline.org.
164. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); http://www.plasa.org.
C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
9. ADA – Americans with Disabilities Act

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservive.tamu.edu.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 014200
SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.

B. Temporary utilities include, but are not limited to, the following:
   1. Water service and distribution
   2. Temporary electric power and light
   3. Temporary heat
   4. Ventilation
   5. Telephone Service
   6. Sanitary facilities, including drinking water
   7. Storm and sanitary sewer

C. Support facilities include, but are not limited to, the following:
   1. Field offices and storage sheds
   2. Temporary roads and paving
   3. Dewatering facilities and drains
   4. Temporary enclosures
   5. Hoists and temporary elevator use
   6. Temporary project identification signs and bulletin boards
   7. Waste disposal services
   8. Rodent and pest control
   9. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, the following:
   1. Temporary fire protection
   2. Barricades, warning signs, and lights
   3. Sidewalk bridge or enclosure fence for the site
   4. Environmental protection

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
   1. Building code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, fire department, and rescue squad rules.
   5. Environmental protection regulations.

   1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

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

B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.
   1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.

3. For fences and vision barriers, provide minimum 3/9" (9.5mm) thick exterior plywood.

4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8" (16mm) thick exterior plywood.

C. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.

D. Paint:

1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.

2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.

3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.

E. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

F. Water: Provide potable water approved by local health authorities.

G. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high and galvanized steel pipe posts, 1½" (38mm) ID for line posts and 2½" (64mm) ID for corner posts.

2.2 EQUIPMENT

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

B. Water Hoses: Provide ¾" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

G. Temporary Offices: NOT USED

H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site where the Owner’s easements cannot be used for that purpose.
4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Contract Change.

B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.

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

   1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

E. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.

F. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.

G. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs.

   1. Shield toilets to ensure privacy.
   2. Provide separate facilities for male and female personnel.
   3. Provide toilet tissue materials for each facility.

H. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

   1. Provide paper towels or similar disposable materials for each facility.
   2. Provide covered waste containers for used material.
   3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

I. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

   1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.

   1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

   2. Field Offices: Office area for project meetings will be provided at the site on an as-needed basis. Keep the provided area clean and neat.
B. Storage Facilities: Install storage sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere onsite.

C. Storage Facilities: Limited areas for storage of building materials are available onsite. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid and Pre-Construction meetings.

D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.

E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
   1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
   2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
   3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction where other material is not specified.
   4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.

G. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative.

H. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

I. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.

J. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.

B. Enclosure Fence: Before Work begins, install an enclosure fence with lockable entrance gates. Locate where determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.

1. Provide open-mesh, chain link fencing with posts set in a compacted mixture of gravel and earth.

C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

D. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

E. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the Contractor’s property. The Owner reserves the right to take possession of project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
   a. Replace air filters and clean inside of ductwork and housing.
   b. Replace significantly worn parts and parts subject to unusual operating conditions.
   c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012300 "Alternates" for products selected under an alternate.
2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that
does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.4 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven workings days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 workings days of receipt of request, or seven working days of receipt of additional information or documentation, whichever is later.

   a. Form of Architect's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
   b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.


1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

   a. Name of product and manufacturer.
   b. Model and serial number.
   c. Capacity.
   d. Speed.
   e. Ratings.
3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.


6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

   a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

   a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

   a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with
requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.

a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in “Comparable Products” Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 007213 “General Conditions” for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 007213 “General Conditions” for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

2. Evidence that proposed product provides specified warranty.

3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

4. Samples, if requested.

B. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION - NOT USED

END OF SECTION 016000
SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

2. Installation of the Work.
3. Cutting and patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

A. Cutting and Patching Conference: Conduct conference at Project site.

1. Prior commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
a. Contractor’s superintendent.
b. Trade supervisor responsible for cutting operations.
c. Trade supervisor(s) responsible for patching of each type of substrate.
d. Mechanical, electrical, and utilities subcontractors’ supervisors, to the extent each trade is affecting by cutting and patching operations.

2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer and land surveyor.

B. Certificates: Submit certificate signed by professional engineer and land surveyor certifying that location and elevation of improvements comply with requirements.

C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

   a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.6 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

      a. Primary operational systems and equipment.
      b. Fire separation assemblies.
      c. Air or smoke barriers.
      d. Fire-suppression systems.
e. Plumbing piping systems.
f. Mechanical systems piping and ducts.
g. Control systems.
h. Communication systems.
i. Fire-detection and alarm systems.
j. Conveying systems.
k. Electrical wiring systems.
l. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Exterior curtain-wall construction.
d. Sprayed fire-resistive material.
e. Equipment supports.
f. Piping, ductwork, vessels, and equipment.
g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.
3.1 EXAMINATION

A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Precautions Against Movement or Settlement: The Contractor shall take every precaution to guard against any movement or settlement of existing or new construction. Provide bracing, shoring, underpinning or other retaining structures necessary in connection therewith. Assume responsibility for the design, safety and support of such construction and for any movement, settlement damage or injury thereto.

C. Comply with manufacturer’s written instructions and recommendations for installing products in applications indicated.

D. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

F. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

G. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

H. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

I. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with
integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

J. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

K. Repair or remove and replace damaged, defective, or nonconforming Work.
   1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer’s written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
   1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
   2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
   a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 “Temporary Facilities and Controls.”

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300
SECTION 017400 - CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Bid Form, and Division 01 Specification Sections, apply to this Section.

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

PART 2 - PRODUCTS

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

PART 3 - EXECUTION

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

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

3.2 FINAL CLEANING

A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer’s instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site.
5. Remove snow and ice to provide safe access to the building.
6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
11. Remove labels that are not permanent labels.
12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.

13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.

15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

16. Clean ducts, blowers, and coils if units were operated without filters during construction

17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.

18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.

19. Leave the Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.

D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

END OF SECTION 017400
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 007213 "General Conditions" Article 5.3 for Project Completion requirements. For items not covered under that section, reference additional requirements below.
2. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.
1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.

6. Submit sustainable design submittals not previously submitted.

7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Advise Owner of changeover in utility services.

6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 007213 “General Conditions”, article 5.
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.
3.1 FINAL CLEANING

A. Reference Section 017400 “Cleaning” for requirements.

B. Pest Control: Comply with pest control requirements in Section 015000 “Construction Facilities and Temporary Controls.” Prepare written report.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 007213 "General Conditions".
2. Section 017300 "Execution".
3. Section 017700 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:
   a. Initial Submittal:
      1) Submit PDF electronic files of scanned record prints and one of file prints.
      2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
   b. Final Submittal:
      1) Submit PDF electronic files of scanned record prints and one set of prints.
      2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer’s written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

C. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect’s reference during normal working hours.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 017839
SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Requirements:
   1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy
      requirements, and phasing requirements.
   2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated
   to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage,
   and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent
   damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise
   indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle
   methods and equipment to prevent damage to the item and surfaces; disposing of items unless
   indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREDEMOLITION CONFERENCE

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

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.


C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

D. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Use of elevator and stairs.
   5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
1.9 FIELD CONDITIONS

A. Building is currently occupied.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Failure to protect the following items shall result in repair or replacement. Contractor shall incur cost of remedy as deemed fair by Architect and Owner.
   1. No existing wiring, cables or conduit shall be modified, damaged, removed or otherwise impacted by work associated with this contract except as described in the drawings and specifications.
   2. No HVAC equipment or ductwork, unless otherwise noted on drawings and in specifications, shall be modified, damaged, removed or otherwise impacted by work associated with this contract as described in the drawings and specifications.

E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
   2. The Architect and Architect’s Consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of person to, hazardous materials in any form at the Project Site.

F. Storage or sale of removed items or materials on-site is not permitted.

G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

1.10 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:

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

1.11 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.
PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 CONDITIONS – SUMMARY

A. Demolish and remove existing roof expansion joint and all components down to existing metal deck. Secure new wood nailers to deck to match height of new roofing system and install new expansion joint assembly with vapor sock per manufacturer's requirement.

B. Demolish and remove existing roof to wall expansion joint and all components down to existing metal deck. Secure new wood nailers to deck to match height of new roofing system and install new expansion joint assembly with foam rope per manufacturer's requirement, along with new Kynar finished surface-mounted counterflashing.

3.2 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

C. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.4 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
3.5 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 “Temporary Facilities and Controls.”

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.6 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly.
B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner’s storage area designated by Owner.
   5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.7 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

D. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.
   1. Remove existing roof membrane, flashings, copings, and roof accessories.
   2. Remove existing roofing system down to substrate.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.9 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations.

B. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119
SECTION 040120 - BRICK MASONRY REPOINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Related Information:
   1. Reference drawing details and plan notes included with these Documents.

1.2 SUMMARY

A. Section Includes:
   1. Repointing joints with mortar.

1.3 ALLOWANCES

A. Allowances for repointing brick masonry are specified in Section 012100 "Allowances."

B. Preconstruction testing is part of testing and inspecting allowance.

C. Repointing masonry is part of brick masonry repointing allowance.

1.4 UNIT PRICES

A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."

   1. Unit prices apply to authorized work covered by quantity allowances.
   2. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.5 DEFINITIONS

A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

1.6 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

   1. Review methods and procedures related to repointing brick masonry including, but not limited to, the following:
1.7 SEQUENCING AND SCHEDULING

A. Order sand and gray portland cement for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.

B. Work Sequence: Perform brick masonry repointing work in the following sequence, which includes work specified in this and other Sections:

1. Remove plant growth.
2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
3. Remove paint.
4. Clean masonry.
5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
6. Repair masonry, including replacing existing masonry with new masonry materials.
7. Rake out mortar from joints to be repointed.
8. Point mortar and sealant joints.
9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.

C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to Section 040120.63 "Brick Masonry Repair." Patch holes in mortar joints according to "Repointing Masonry" Article.

1.8 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.

B. Shop Drawings:

1. Include plans, elevations, sections, and locations of repointing work on the structure.
2. Show provisions for expansion joints or other sealant joints.
3. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.

C. Samples for Initial Selection: For the following:

1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.

b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.

2. Sand Type Used for Pointing Mortar: Minimum 8 oz. of each in plastic screw-top jars.
4. Include similar Samples of accessories involving color selection.

D. Samples for Verification: For the following:

1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
   a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.

2. Sealant materials.
3. Accessories: Each type of accessory and miscellaneous support.

1.9 INFORMATIONAL SUBMITTALS

A. Qualification Data: For brick masonry repointing specialist, including field supervisors and workers and testing service.

B. Preconstruction Test Reports: For existing masonry units and mortar.

C. Quality-control program.

1.10 QUALITY ASSURANCE

A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.

1. Field Supervision: Brick masonry repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that brick masonry repointing work is in progress.

B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

C. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Repointing: Rake out joints in two separate areas, each approximately 36 inches high by 48 inches wide for each type of repointing required, and repoint one of the areas.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.11 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on masonry units as follows:

1. Provide test specimens as indicated and representative of proposed materials and existing construction.
2. Existing Brick: Test each type of existing brick indicated for repointing according to testing methods in ASTM C 67 for compressive strength, 24-hour cold-water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove five existing units from locations designated by Architect. Take testing samples from these units.
3. Existing Mortar: Test according to ASTM C 295/C 295M, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
4. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

1.12 DELIVERY, STORAGE, AND HANDLING

A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.13 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
B. Temperature Limits, General: Repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
1. When air temperature is below 40 deg F, heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F.

2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after pointing.

D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Source Limitations: Obtain each type of material for repointing brick masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.

1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Masonry Cement: ASTM C 91/C 91M.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Cemex S.A.B. de C.V.
   b. Essroc.
   c. Hanson Brick and Tile; Lehigh Hanson.
   d. HolcimLafarge
   e. QUIKRETE.

D. Mortar Cement: ASTM C 1329/C 1329M.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
   a. Cemex S.A.B. de C.V.
   b. Essroc.
   c. Hanson Brick and Tile; Lehigh Hanson.
   d. HolcimLafarge

E. Mortar Sand: ASTM C 144.
1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.


1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Davis Colors.
   b. LANXESS Corporation.
   c. Solomon Colors, Inc.

G. Water: Potable.

2.3 ACCESSORY MATERIALS

A. Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.
2. Minimal possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could leave residue on surfaces.

2.4 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect’s approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mixes: Mix mortar materials in the following proportions: To be determined.
1. Pointing Mortar by Volume: ASTM C 270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand. Add mortar pigments to produce mortar colors required.

2. Pointing Mortar by Type: ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime masonry cement or mortar cement. Add mortar pigments to produce mortar colors required.

3. Pointing Mortar by Property: ASTM C 270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime masonry cement or mortar cement. Add mortar pigments to produce mortar colors required.

PART 3 - EXECUTION

3.1 PROTECTION

A. Prevent mortar from staining face of surrounding masonry and other surfaces.

1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
2. Keep wall area wet below pointing work to discourage mortar from adhering.
3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

B. Remove gutters and downspouts and associated hardware adjacent to masonry and store during masonry repointing. Reinstall when repointing is complete.

1. Provide temporary rain drainage during work to direct water away from building.

3.2 MASONRY REPOINTING, GENERAL

A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet by Architect.

3.3 REPOINTING MASONRY

A. Rake out and repoint joints to the following extent:

1. All joints in areas indicated in the drawings. Final scope and procedures for repointing to be determined in Construction Documents.

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows, according to procedures demonstrated in approved mockup:

1. Remove mortar from joints to depth of joint width plus 1/8 inch, but not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Architect for direction.
2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.

D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.

E. Pointing with Mortar:

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.

2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer and allow it to become thumbprint hard before applying next layer.

3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.

4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.

5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

3.4 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.

1. Do not use metal scrapers or brushes.

2. Do not use acidic or alkaline cleaners.

B. Clean adjacent non masonry surfaces. Use detergent and soft brushes or cloths.

C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.

D. Remove masking materials, leaving no residues that could trap dirt.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.

B. Architect’s Project Representatives: Architect will assign Project representatives to help carry out Architect’s responsibilities at the site, including observing progress and quality of portion of
the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.

C. Notify Architect in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect has had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040120
SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Wood blocking, cants, and nailers.
   2. Wood furring and grounds.

B. Related Sections include the following:
   1. Division 06 Section "Sheathing."

1.3 DEFINITIONS

A. Exposed Framing: Framing not concealed by other construction.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
   2. NLGA: National Lumber Grades Authority.
   3. RIS: Redwood Inspection Service.
   5. WCLIB: West Coast Lumber Inspection Bureau.

1.4 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
   1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
   2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
   3. For fire-retardant treatments specified to be High-Temperature (HT) type, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. Fastener Patterns: Full-size templates for fasteners in exposed framing.

C. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
   1. Wood-preservative-treated wood.
   2. Fire-retardant-treated wood.
   5. Expansion anchors.

1.5 QUALITY ASSURANCE

A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

B. Distribute construction related loads to prevent damage to the structure. The roofing installer is to inspect the construction related areas before work to ensure the roof can accommodate the construction related loads and activities. Provide adequate precautions to secure the area before work commences.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

   1. Factory mark each piece of lumber with grade stamp of grading agency.
   2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
   3. Provide dressed lumber, S4S, unless otherwise indicated.
2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
   2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

   1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
   2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood).

   1. Use Exterior type for exterior locations and where indicated.
   2. Use Interior Type A, High Temperature (HT) for enclosed roof framing, framing in attic spaces, and where indicated.

B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings, and the following:

   1. Concealed blocking.
   2. Plywood backing panels.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

   1. Blocking.
   2. Nailers.
   3. Cants.
B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content of any species.

C. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.5 PLYWOOD BACKING PANELS

A. Backing Panels: DOC PS 1, Exposure 1, A-C, fire-retardant treated, in thickness indicated or, if not indicated on the drawings.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F 1667.


D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1.

F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
B. Framing Standard: Comply with AF&PA’s “Details for Conventional Wood Frame Construction,” unless otherwise indicated.

C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
   1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
   1. Use inorganic boron for items that are continuously protected from liquid water.
   2. Use copper naphthenate for items not continuously protected from liquid water.

F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   1. NES NER-272 for power-driven fasteners.

G. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

H. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.
   1. Comply with fastener patterns where applicable.

3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.
3.3 **WOOD FURRING INSTALLATION**

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal size furring horizontally at 24 inches o.c.

C. Furring to Receive Gypsum Board or Plaster Lath: Install 1-by-2-inch nominal size furring vertically at 16 inches o.c.

3.4 **PROTECTION**

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

**END OF SECTION 061000**
SECTION 061600 – SHEATHING

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes the following:
   1. Exterior wall sheathing.

B. Related Sections:
   1. Division 06 Section "Rough Carpentry" for plywood backing panels.

1.3 SUBMITTALS
A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.4 QUALITY ASSURANCE
A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING
A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 EXTERIOR WALL SHEATHING
A. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.
   1. Products: Subject to compliance with requirements, provide one of the following:
      a. CertainTeed Corporation; GlasRoc.
      b. G-P Gypsum Corporation; Dens-Glass Gold.
2. Thickness: As indicated on drawings.

2.2 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. For wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.


D. Wood Screws: ASME B18.6.1.

E. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

1. For wall sheathing panels, provide screws with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

F. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing board to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

1. For steel framing less than 0.0329 inch thick, attach sheathing to comply with ASTM C 1002.
2. For steel framing from 0.033 to 0.112 inch thick, attach sheathing to comply with ASTM C 954.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
D. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Coordinate wall sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 GYPSUM SHEATHING INSTALLATION

A. Comply with GA-253 and with manufacturer's written instructions.

1. Fasten gypsum sheathing to cold-formed metal framing with screws.
2. Install boards with a 3/8-inch gap where non-load-bearing construction abuts structural elements.
3. Install boards with a 1/4-inch gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.

B. Apply fasteners so heads bear tightly against face of sheathing boards but do not cut into facing.

C. Vertical Installation: Install board vertical edges centered over studs. Abut ends and edges of each board with those of adjacent boards. Attach boards at perimeter and within field of board to each stud.

1. Space fasteners approximately 8 inches o.c. and set back a minimum of 3/8 inch from edges and ends of boards.

3.3 CEMENTITIOUS BACKER UNIT INSTALLATION

A. Install panels and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated.

END OF SECTION 061600
SECTION 075423 - THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Fully adhered, gray thermoplastic polyolefin (TPO) roofing membrane system.
B. Insulation, flat and tapered.
C. Deck sheathing.
D. Alternates: Refer to Section 012300.
E. Roofing stack boots, roofing expansion joints, and walkway pads.

1.2 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.3 RELATED REQUIREMENTS

A. Refer to 011000 Summary of Work.
B. Section 076200 - Sheet Metal Flashing and Trim.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Pre Construction Meeting: Convene at the arranged time before starting work of this project.
   1. Review preparation and installation procedures and coordinating and scheduling required with related work.
   2. All submittals to be submitted, reviewed, and approved by the Consultant prior to this meeting.

1.5 PERFORMANCE REQUIREMENTS

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Roofing System Design: Provide a membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist the factored design uplift pressures calculated according to SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems".

1.6 SUBMITTALS

A. Provide all submittals electronically in a single PDF, unless otherwise requested.

B. Product Data: Provide manufacturer's written information for each type of product indicated.
   1. Storage and handling requirements.
   2. Pull out and/or adhesion test results.

C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, mechanical fastener layout, and sheet metal details.

D. Upon request, provide samples for selection: Submit two samples 12 by 12 inches in size illustrating color of the proposed metal upon request.

E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

F. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.

G. Warranty: Special warranties specified in this Section.
   1. Provide manufacturer and contractor warranties as stated in Section 011000 Summary of work.
   2. Warranty and roofing system must meet FM 1A-90
   3. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
   4. Submit installer's certification that installation complies with all warranty conditions for the waterproof membrane.

H. Manufacturer's Qualification Statement.

I. Installer's Qualification Statement.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum twenty (20) years of documented experience.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
   1. With minimum five (5) years documented experience with the systems specified.
2. Approved by membrane manufacturer by certification letter.
3. Extend manufacturer's No Dollar Limit guarantee.
4. Upon request, provide a list of ten (10) similar roof assemblies installed successfully by the firm. Submittal shall include facility names, addresses, and contact information for verification.
5. Be able to meet all requirements of the specification.
6. Be able to meet all governmental/regulatory and code requirements.

C. Preliminary Roofing Conference: Before starting construction, conduct conference at Project site. Comply with requirements for preinstallation conferences in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:

1. Meet with Owner's Representative, Owner's insurer if applicable, roofing installer, HVAC subcontractor, Sheet metal Subcontractor, roofing system manufacturer's representative, deck repair installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review insurance requirements and certificates of insurance.
3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
5. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver products in manufacturer's original containers, dry, undamaged, with seals, labels intact and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store products in weather protected environment, clear of ground and moisture.

C. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

D. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation. All materials stored onsite shall be kept covered and wrapped with breathable tarps. Shipping shrink wrap is not acceptable protection. Materials must be stored at least 6-inches from the ground on wood or other non-porous material. Shipping dunnage will not be accepted for storing materials on the ground. Damaged material is not accepted and will be rejected.
E. Keep Safety Data Sheets (SDS) at the project site at all times during transportation, storage, and installation of materials.

F. Comply with all requirements of Owner to prevent overloading or disturbance of the structure when loading materials onto the roof. Distribute construction related loads to prevent damage to the structure. The roofing installer is to inspect the construction related areas before work to ensure the roof can accommodate the construction related loads and activities. Provide adequate precautions to secure the area before work commences.

G. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 FIELD CONDITIONS

A. Do not apply roofing membrane during unsuitable weather. Refer to manufacturer's written instructions. Published cold weather application requirements below 40 degrees (F) shall be required as part of the project. Any questionable areas shall be replaced at no additional charge to the owner.
  1. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
  2. Solvent based adhesives, primers, etc. are only to be installed within the manufacturer's documented application temperature allowances. If no temperature restrictions are listed on the product label, installation will be restricted to surface temperatures of 40° F and rising.
  3. Mid-project variances will not be allowed without prior review and formal approval from the Owner and Architect.

B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

D. Proceed with work so new roofing materials are not subject to construction traffic as work progresses. Traffic and equipment shall be kept off completed areas of work. Provide protection board where traffic is required.

E. Do not allow grease, oil, fats, or other contaminants to come into direct contact with membrane.

F. Cold weather protection: materials stored in unheated areas shall be kept in strict accordance with the most stringent requirements of the manufacturer.

G. All materials stored on site shall be kept covered and wrapped with breathable tarps. Shipping shrink wrap is not acceptable protection. Materials must be stored at least 6-inches from the ground on wood or other non-porous material. Shipping dunnage will not be accepted for storing materials on the ground. Damaged material is not accepted and will be rejected.

1.10 WARRANTY

A. System Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
1. Manufacture Warranty: No-dollar-limit (NDL) full system warranty from date of Substantial Completion.
   a. Warranty shall cover labor, workmanship and materials including premanufactured perimeter metal system without proration.
   b. Warranty to include 72 MPH wind speed coverage.
   c. Warranty and roofing system must meet FM 1A-90 requirements.
   d. Roofing manufacturer shall provide written confirmation, submitted with the shop drawings that: “All roofing components exclusive of the deck, contained in the system proposed are approved, and compatible with the warranty requirements of the roof system as specified, and that the warranty specified shall be issued at completion of project if the system is installed as designed.”

2. Contractor Warranty: Covering application and workmanship on company letterhead.
   a. The liability of the Surety under the installer warranty provision of this contract is limited to correcting defective workmanship and materials for a period of two years from the substantial completion date of the project. Any warranty beyond this two years is an agreement between the Owner and the Contractor and falls outside the performance bond obligation.

3. Manufacturer Warranty Term: Twenty (20) years.

4. Contractor Warranty Term: Two (2) years.

PART 2 - PRODUCTS

2.1 ROOFING APPLICATIONS

A. TPO Membrane Roofing: Single ply membrane, fully adhered over new insulation or cover board.

B. Roofing Assembly Performance Requirements and Design Criteria:

1. Roof Covering External Fire Resistance Classification: Class A when tested per UL 790.

2. Wind Uplift:
   a. Designed to withstand wind uplift forces calculated with ASCE 7.

3. Drainage: No standing water within 48 hours after precipitation.

2.2 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

A. Fabric-Reinforced Thermoplastic Polyolefin Sheet: Uniform, flexible sheet formed from a thermoplastic polyolefin, internally fabric or scrim reinforced, and as follows:

   1. Carlisle SynTec
   2. Johns Manville
   3. Firestone Building Products

B. Base Sheet: Manufacturer's standard, smooth-surfaced, torch-grade, SBS base ply, reinforced with non-woven polyester mat and saturated with asphaltic bitumen and SBS elastomers.

C. Base Sheet: Self-adhering, rubberized asphalt membrane laminated to spun-bonded polyester fabric; 40 mils (0.040 inch) (1 mm) thick, minimum.

D. Membrane:

   1. Material: Thermoplastic Polyolefin (TPO) complying with ASTM D6878/D6878M.
3. Thickness: 60 mils (0.060 inch) (1.5 mm), +/- 1 mil
4. Sheet Width: Factory fabricated into largest sheets possible.
5. Color: Gray.
6. Sheet Thickness:
   a. 60-mils +/- 1 mil

E. Seaming Materials: As recommended by membrane manufacturer.

F. Membrane Fasteners: As recommended and approved by membrane manufacturer.

G. Flexible Flashing Material: Material recommended by membrane manufacturer.

H. Base Flashing: Provide waterproof, fully adhered base flashing system at all penetrations, plane transitions, and terminations.

I. All flashing heights to meet or exceed 12-inch minimum requirement above drainage system, unless otherwise noted.

2.3 DECK SHEATHING AND COVER BOARDS

A. Deck Sheathing: Gypsum sheathing, ASTM C1396/C1396M, Type X special fire resistant type, paper face, 1/2 inch (12.7 mm) thick.

B. Coverboard: High density polyisocyanurate with coated glass facer.

   1. 1/2" as produced and recommended by the membrane manufacturer.

2.4 INSULATION

A. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, fiber reinforced felt both faces; Grade 2 and with the following characteristics:

   1. Compressive Strength: 20 pounds per square inch (138 kPa).
   2. Tapered Board: Slope as indicated; minimum thickness - as required to achieve R30 or as noted on the roof makeups
   3. Flat Stock Board: thickness - as required to achieve R30 or as noted on the roof makeups.

2.5 ACCESSORIES

A. Prefabricated and Auxiliary Materials:

   1. Sheet Flashing: Manufacturer's standard unreinforced thermoplastic polyolefin sheet flashing, of same color as sheet membrane. Thickness to be same as field sheet.
   3. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
4. **Fasteners:** Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.

5. **Miscellaneous Accessories:** Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, termination reglets, cover strips, and other accessories.

6. **Corners flashings, and seams:** Same material as membrane, in manufacturer's standard thicknesses.

7. **Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.**

8. **Penetrations:** Same material as membrane, with manufacturer's standard cut-outs, rigid inserts, clamping rings, and flanges.

9. **Sealant Pockets:** Same material as membrane, with manufacturer's standard accessories, in manufacturer's standard configuration.
   a. Sealant color to match the color of the membrane.

10. **Miscellaneous Flashing:** Non-reinforced TPO membrane; 80 mils (0.080 inch) (2 mm) thick, in manufacturer's standard lengths and widths.

**B. Insulation Adhesive:** Two component polyurethane, expanding foam.

**C. Insulation Cover Board Fasteners:** Appropriate for purpose intended and approved by roofing manufacturer.
   1. Length as required for thickness of insulation material and penetration of deck substrate.

**D. Membrane Adhesive:** As recommended by membrane manufacturer.

**E. Surface Conditioner for Adhesives:** Compatible with membrane and adhesives.

**F. Sealants:** As recommended by membrane manufacturer.

**G. Cleaner:** Manufacturer's standard, clear, solvent-based cleaner.

**H. Edgings and Terminations:** Manufacturer's standard edge and termination accessories.
   1. Snap-On Edge System.
   2. Anchor Bar Fascia System.
   3. Drip Edge System
   4. TPO Coated Sheet Metal.
   5. Termination Bar.

**PART 3 - EXECUTION**

**3.1 CONDITIONS – SUMMARY**

A. Increase fastener rates and low-rise foam patterns at corners and perimeters to meet manufacturer's wind uplift requirements.

B. Install 1/4 inch tapered polyisocyanurate insulation or flat stock insulation as noted in new roofing assemblies.
C. Provide and fully adhere new 60-mil TPO membrane to new coverboard. Install to meet or exceed uplift requirements for FM 1-60 and manufacturer requirements. Perform a minimum of two (2) weld samples each day before seaming the TPO sheets. Date all samples and store onsite for review by Architect.

D. Adhere new 60-mil TPO flashings at perimeters and penetrations in solvent-based bonding adhesive.

E. Remove and dispose of existing metal and associated components. Mechanically fasten new HD polyisocyanurate or gypsum coverboard where specifically detailed. Adhere new membrane up and over edge and secure. Install new edge metal system on a continuous cleat. Install all components in accordance with ANSI/SPRI ES-1 guidelines and manufacturer’s recommendations for warranty inclusion. Color of metal to be selected by Architect from manufacturer’s “standard” colors.

F. Remove all existing flashings and associated components at roof drains while saving the existing clamping collar and strainer for reuse. Install new sumps at each drain location to provide positive drainage. Furnish and install new flashings, sealants, and clamping bolts. Replace broken or damaged drain bowl under unit cost as approved. Note drains are set above the deck; install sumps accordingly to provide positive slope to drain.

G. Heat weld all laps, flashings, and details. Seam tape products are not approved for this project.

H. Install penetration flashings and sealant pockets where specified. Top-off sealant pockets prior to leaving the job-site.

I. Provide walk pads surrounding all rooftop mechanical units to remain that require maintenance and at ladders, access points, downspout discharge points, and access doors / openings.

J. Remove and dispose of existing flashings at gutters. If to remain, clean gutters as needed. Inspect the existing wood blocking and verify suitability for reuse. Add / remove wood blocking as required per details and secure wood nailers in accordance with FM 1-49 guidelines. Provide and install new 24 gauge TPO-coated metal drip edge. Heat weld new TPO flashings along new TPO-coated metal drip edge along gutter.

K. Install new surface mounted counterflashing along existing building transitions. Fasten at 12 inches on center and seal as required. Metal color to match existing counterflashing on recently replaced (estimated year: 2007) roof areas.

L. Install new edge metal system on a continuous cleat. Install all components in accordance with ANSI/SPRI ES-1 guidelines and manufacturer’s recommendations for warranty inclusion. Color of metal to be selected by Architect from manufacturer’s “standard” colors.

M. Replace the existing metal coping cap system and install new metal coping cap system to match the size and profile of the existing system. Color to match new metal edge system.

N. Install all metalwork, including counterflashing and other associated components, to provide a complete roof system. New metal components must meet ANSI/SPRI ES-1 where applicable.

O. Remove all abandoned penetrations, duct, curbs, and units. Install new 3/16" steel plate over openings in decking that are larger than 4" x 4". Extend plate minimum of six inches (6") beyond opening. Secure steel plate at corners and at twelve inches (12") on center along the sides.
P. Provide and install new synthetic or plastic pipe supports with brackets and hardware below all rooftop gas lines and conduit. Space supports at six feet (6’) on-center.

Q. New condensate lines are to be PVC to match the existing size. Lines to extend to the nearest gutter or drain. Install premanufactured supports.

R. Remove existing flashings, sealant, and associated components. Clean, prepare, and apply field wrap flashing or boot flashing per manufacturer’s recommendations. Extend all pipes that are less than twelve inches (12”) above the new roof height.

S. Remove and replace the collector head and downspouts. Install new Kynar finished metal to match the size and style of existing collector head and downspouts, with color to match new metal edge system.

T. All termination bars are to be covered with counterflashing where not specifically noted.

3.2 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that surfaces and site conditions are ready to receive work. Check projections, curbs, and deck for condition, rot, deterioration, rust, inadequate anchorage, foreign material, moisture, or unevenness that would prevent quality and execution of new roofing system.

2. Verify the existing roofing system is clean and smooth, flat, free of depressions, waves, or projections, properly sloped, and suitable for installation of roof system.

3. Verify that roof openings and penetrations are in place, set, and braced.

4. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations, and that nailers match thicknesses of insulation. Raise where required.

5. Verify that surface plane flatness and fastening of steel roof deck comply with requirements.

6. Verify decking areas, were successfully replaced, and infill insulation is flush and provides slope to drain

7. Proceed with installation only after unsatisfactory conditions have been corrected. Beginning work constitutes acceptance of conditions.

3.3 WOOD DECK PREPARATION

A. Verify flatness and tightness of joints of wood decking. Verify that all wood decking edges are supported. Fill knot holes with latex filler or completely cover with securely nailed sheet metal.

3.4 CONCRETE DECK PREPARATION

A. Fill surface honeycomb and variations with latex filler.

3.5 METAL DECK PREPARATION

A. Install deck sheathing on metal deck:
1. Lay with long side at right angle to flutes; stagger end joints; provide support at ends.
2. Cut sheathing cleanly and accurately at roof breaks and protrusions to provide smooth surface.

3.6 INSTALLATION - GENERAL

A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.

B. Do not apply roofing membrane during unsuitable weather.

C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by Manufacturer or as specifically noted herein.

D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

F. Inspect interior of the facility for “nested” conduit that may be punctured during installation of the new roof components. Identify these areas and install the roof system in a fashion to avoid puncturing these conduits.

G. Coordinate the work with installation of associated counterflashings installed by other sections as the work of this section proceeds.

H. Coordinate work with the Owner’s operations to ensure the building remains watertight during construction.

3.7 INSULATION APPLICATION

A. Attachment of Insulation:
   1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions.
   2. Embed second layer of insulation into full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.

B. Attachment of Insulation: Embed each layer of insulation in adhesive in full contact, in accordance with roofing and insulation manufacturers' instructions.

C. Do not install wet, damaged, or warped insulation boards.

D. Lay subsequent layers of insulation with joints staggered a minimum 6 inch (152 mm) from joints of preceding layer.

E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

F. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.
G. Lay boards with edges in moderate contact without forcing and gap between boards no greater than 1/4 inch (6.3 mm). Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

H. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 24 inches (600 mm).

I. Do not apply more insulation than can be completely waterproofed in the same day.

J. Fill all voids between the deck and penetrations, parapets, etc. with spray foam insulation.

3.8 MEMBRANE APPLICATION

A. Roll out roofing membrane over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing membrane and allow to “relax” before installing.

B. Shingle joints in direction of drainage.

C. Fully Adhered Application: Apply adhesive at manufacturer's recommended rate. Fully embed membrane in adhesive except in areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.

D. Seam Welding:
   1. Seam Welding: Overlap edges and ends and seal seams by heat welding, minimum 2 inches (51 mm) or the minimum dimensions required by manufacturer.
   2. Cover all seams with manufacturer's recommended joint covers.
   3. Probe all seams once welds have thoroughly cooled. (Approximately 30 minutes.)
   4. Repair all deficient seams, per manufacturer's recommendations, within the same day of them being identified.
   5. Take two (2) weld samples daily.
      a. Date samples and keep onsite for review at a later time
   6. Seal cut edges of reinforced membrane after seam probe is complete.

E. Install roofing expansion joints where indicated. Make joints watertight.

F. Install prefabricated joint components in accordance with manufacturer's instructions.

G. Coordinate installation of roof drains and related flashings. Locate all field splices away from low areas and roof drains. Lap upslope sheet over downslope sheet.

H. Flexible Walkways: Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

I. Install walkway pads below satellite equipment, roof access points, and surrounding all rooftop mechanical equipment requiring maintenance. Space pad joints to permit drainage.

J. Daily Seal: Install daily seal (overnight tie-ins) per manufacturer's instructions at the end of each work day regardless of weather predictions. Prevent infiltration of water at incomplete flashings, terminations, and at unfinished membrane edges. The roofing contractor shall provide and be responsible for providing overnight and temporary weather protection at all times. Protect all building and roofing components during all phases of the work regardless of the forecast.
3.9 FIELD QUALITY CONTROL

A. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements. Defective or non-conforming conditions defined as follows, unless more stringent criteria are required by roofing system manufacturer:

1. Blisters, Bubbles, Capillaries, or Voids: A spongy raised portion of roofing membrane resulting from improper surface preparation, pressure of entrapped air, entrapped water vapor, inadequate adhesive, adhesive bonding failure, improper attachment method, or resulting from climatic installation conditions. Such conditions shall not exceed four (4) inches in individual diameter, multiple occurrences be spaced less that 48 inches on center, or multiple occurrences exceeding 16 square inches within 144 square feet of surface area.

2. Fishmouth: Opening or void in lapped edge or seam.

3. Punctures or Holes: Condition compromising system watertight effectiveness.

4. Seam or Joint Separations: Unbonded edge condition where probing tool penetrates lapped area under firm pressure.

5. Slope, Drainage, or Ponding (Standing Water): Criteria for judging proper slope for drainage is no ponding water on roof surface 48 hours after precipitation event during conditions conducive to drying.

6. Wrinkles or Distortions: Surface condition that impedes the proper flow of water drainage.

7. Insulation and/or Cover Board Joints: Butt joints exceeding 1/4 inch wide or uneven surfaces exceeding 1/4 inch vertically measured in transition plane.

B. Additional testing and inspection, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Consultant.

1. Notify Consultant in advance of date and time of inspection.

D. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

3.10 CLEANING

A. Remove wrappings, empty containers, paper, and other debris from the roof daily. Dispose of debris in compliance with local, State, and Federal regulations.

B. Remove bituminous markings from finished surfaces.

C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.

D. Repair or replace defaced or damaged finishes caused by work of this section.
3.11 PROTECTION

A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Owner’s Representative and Owner.

B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075423
SECTION 075600 - FLUID-APPLIED ROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Fluid-applied roofing materials.
B. Accessories.

1.2 REFERENCE STANDARDS
A. CRRC-1 - Standard; Cool Roofs Rating Council; 2017.

1.3 SUBMITTALS
A. See Section 013000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide manufacturer's data for membrane and accessory materials.
C. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.
D. Certificate: Certify that products meet or exceed specified requirements.
E. Manufacturer's Installation Instructions: Include standard installation instructions, acceptable installation temperature range, and procedures for unusual perimeter conditions.
F. Field Quality Control Test Report.
G. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.4 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacture of fluid-applied roofing or waterproofing systems.
   1. Three years' documented experience manufacturing type of product specified.
B. Installer Qualifications: Company specializing in installation of fluid-applied roofing or waterproofing systems.
   1. Approved by roofing manufacturer.
   2. Five years of documented experience.
1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.

B. Store materials in weather protected environment, clear of ground and moisture.

C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

D. Distribute construction related loads to prevent damage to the structure. The roofing installer is to inspect the construction related areas before work to ensure the roof can accommodate the construction related loads and activities. Provide adequate precautions to secure the area before work commences.

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures above 40°F for 24 hours before and during application and until cured.

B. Application should take place when temperatures are between 40°F-100°F and humidity levels are 85% or less.

C. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.7 WARRANTY

A. Provide ten year manufacturer material warranty that coating will not crack, split, or flake under normal weather conditions and will not fail to resist penetration of water during that time period.

1. Hairline cracking of concrete due to temperature change or shrinkage is not considered a structural failure.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Fluid-Applied Roofing:

1. KARNAK Roof Restoration System: 505MS Karna-Flex with base coat and repairs.
2. SOPREMA: ALSAN Coating AC 401 with base coat, flashings, and repairs.
3. DERIBIGUM: PERMACOON coating with base coat, flashings, and repairs.
4. Substitutions: alternative coating must be approved and deemed equal to the approved coating prior to submitting the bid.

2.2 MATERIALS

A. Fluid-Applied Roofing: Gray, cold-applied; single-component or two component; water-based acrylic elastomeric, approved by manufacturer for permanent exposure to weather and sunlight.
1. Cured Thickness: 20 mils (0.5 mm), minimum (no reinforcing fabric).

2.3 ACCESSORIES

A. Flexible Flashing Sheet: Neoprene or other elastic type sheets approved by roofing membrane manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing conditions prior to starting this work.

B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of roofing system.

C. Verify that roof openings, curbs, and items that penetrate surfaces to receive roofing materials are securely and properly installed.

3.2 PREPARATION

A. Clean and prepare surfaces to receive roofing in accordance with manufacturer's instructions and recommendations.

B. Seal cracks and non-moving open joints less than 1/2 inch (12 mm) wide with sealant using methods recommended by roofing and sealant manufacturers; do not seal expansion joints or moving joints of any width.

C. Protect adjacent surfaces not designated to receive coating.

3.3 INSTALLATION

A. Begin coating only after the existing edge metal has been removed and the modified flashing have been repaired per the manufacturer's requirements.

B. Install fluid-applied roofing in accordance with manufacturer's instructions and recommendations, to specified minimum thickness.

C. Apply coating materials to surfaces that are acceptable to manufacturer.

D. Apply primer or surface conditioner at a rate recommended by manufacturer, and protect surface conditioner from rain or frost until dry.

E. Installations Over Sealant-Filled Joints: Install an extra coating of roofing material over joints at least 6 inches (152 mm) on each side of joint.

F. Penetrations: Unless otherwise indicated on drawings, or recommended by roofing manufacturer, seal flexible flashing sheet around penetrations and to roofing substrate prior to installation of roofing material, embedding flashing sheet in one coat of roofing material.
G. Embedded Flexible Flashing Sheet: Apply full thickness of roofing material over exposed flashing sheet.

H. Apply extra thickness of roofing material at corners, intersections, and angles, when recommended by coating manufacturer.

I. Apply coating evenly, working in the same direction. Don't overwork the coating or attempt "touch-ups" while the coating is still wet.

J. If spray applying the finish coat, back roll the coating to achieve maximum adhesion and even coverage.

3.4 PROTECTION

A. Protect installed roofing and flashings from construction operations.

B. Where traffic must proceed over installed roofing materials, protect surfaces using durable materials acceptable to roofing material manufacturer.

END OF SECTION 075600
SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Fabricated sheet metal items and manufactured metal items.
   1. Flashings
   2. Counterflashings
   3. TPO clad metals
   4. Gutters and downspouts (Alternate)
   5. Collector head and downspouts
   6. Premanufactured metal edge systems
   7. Metal coping caps

B. Sealants for joints within sheet metal fabrications.

C. Precast concrete splash pads.

1.2 RELATED DOCUMENTS

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

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 7 Roofing Sections for flashing and roofing accessories installed integral with
      roofing membrane as part of roofing-system work.
   2. Division 1 Sections and other front end documents.

1.3 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.


   (Reapproved 2012).


F. Comply with intent of ANSI/SPRI-ES-1.

G. Comply with the manufacturer’s 20-year detailing recommendations.

H. Comply with requirements and recommendations of the roofing system manufacturer.

1.4 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.
B. General: Submit each item in this article according to the conditions of the contract and division 1 Specification Sections. Provide shop drawings on all metal details.

C. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

D. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of the Owner, the Owner’s Representative, and other information specified.

E. Upon request provide samples of sheet metal flashing, trim, and accessory items, in the specified finish. Where finish involves normal color and texture variations, include sample sets composed of two (2) or more units showing the full range of variations expected.
   1. 4 x 4-inch square Samples of specified sheet materials to be exposed as finished surfaces.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) requirements and standard details, except as otherwise indicated.

B. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

C. Preconstruction Meeting: The Sheet Metal Contractor/Sub-Contractor, and his appointed job.

D. Foreman and/or lead man, are required to attend the pre-construction conference.

E. Maintain one copy of each document on-site.

F. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 10 years of documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

B. Prevent all contact with materials that could cause discoloration or staining of the roofing system.

1.7 PROJECT CONDITIONS

A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance, durability of work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 SHEET MATERIALS

A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF 70 coating.
1. PVDF (Polyvinylidene Fluoride) 70 Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
2. Color: As selected by Architect from manufacturer's standard colors.
3. Existing types of metal vary on the roof. Install new metals compatible with the existing surfaces to prevent electrolytic reaction.
4. Use TPO-coated metal where required and specified along the gutters and other edge conditions.

2.2 FABRICATION

A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
B. Form pieces in longest possible lengths.
C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
E. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
G. Fabricate flashings to allow them to extend 2 inches (50 mm) over roofing system. Return and brake edges.

2.3 GUTTER AND DOWNSPOUT FABRICATION

A. Hanging Gutters: (Required on guttering greater than 6-inches) Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars and gutter accessories from same metal as gutters.
1. Staves/Straps: Required 30" o.c. minimum.
2. Hanger brackets are required at 30" o.c. on gutters over 6-inches.
3. Color to be "standard" Kynar finish selected by Architect.
4. Hangers to be power coated to match the selected gutter color
B. Gutters: SMACNA (ASMM), Rectangular profile to match the existing.
1. Gutter Style: Refer to drawings.
2. Gutters up to 6-inches shall be 24 Ga. Kynar finished steel.
4. Expansion Joints: Required every 30-ft minimum.
5. Color to be "standard" Kynar finish, selected by Architect.
C. Downspouts: Square profile to match the existing.
1. Manufactured gutter straps: Refer to SMACNA and provided details for spacing requirements.
2. Fabricate downspouts from the following material: Kynar finished G-90 steel at the same gauge metal as the gutters.
3. Color to be "standard" Kynar finish selected by Architect.
4. Size and profile per SMACNA guidelines.
D. Accessories: Profiled to suit gutters and downspouts.
   1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
   2. Gutter Supports: Brackets.
   3. Downspout Supports:
      a. Brackets at a maximum of five feet (5') on center.
      b. Install a minimum of three (3) brackets per downspout.

E. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi (21 MPa) at 28 days, with minimum 5 percent air entrainment.

F. Seal metal joints.

2.4 METAL EDGE SYSTEM

A. Prefabricated clip on metal edge system. Install in compliance with ANSI/SPRI ES-1. Anchor wood blocking per Section 1-49 of the FM Global loss prevention data sheets:
   1. Anchor-Tite edge metal system by Metal Era, Waukesha, WI or equal that can provide inclusion into the roof system manufacturer warranty.
   2. New/modified wood blocking as required to accommodate new system.
   3. 24 Ga. Kynar finished steel snap-lock fascia cover with heavy extruded aluminum bar. Color to be selected by Architect from manufacturer’s standard range, matching adjacent metal systems.
   4. Provide and install all pre-fabricated corners, end caps, and other accessories to provide a complete system.
   5. Differing cleats and fascia will be required for drip-edge detailing.

2.5 FABRICATION, GENERAL

A. Sheet Metal Fabrication Standard: Where the design, dimensions, metal, and other characteristics of the item indicated apply, fabricate sheet metal flashing and trim to comply with the recommendations and requirements of:
   1. SMACNA's "Architectural Sheet Metal Manual".
   2. The roofing system manufacturer.

B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

C. Form exposed sheet metal work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.

D. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder where applicable.

E. Expansion Provisions: Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than one-inch (1") deep, filled with mastic sealant (concealed within joints).

F. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.

G. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view unless noted.
H. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, non-corrosive metal to comply with SMACNA standards. Cleats shall be one gauge larger than material anchored.

2.6 SHEET METAL FABRICATIONS

A. Exposed Trim, Wall Caps, Gravel Stops, and Fasciae: Fabricate from the following material:
   1. Coil-Coated Galvanized Steel: 24 to 22 gauge thick.

B. Counter-flashing: Fabricate from the following material:
   1. Coil-Coated Galvanized Steel: 24-gauge thick.

C. Metal coping caps: Fabricate from the following material:
   1. Galvanized Steel: 24 to 22 gauge thick.

D. Accessories:
   1. Fasteners: Galvanized steel with soft EPDM washers.
   2. Fasteners: Same metal as sheet metal flashing or other non-corrosive metal as recommended by the sheet metal manufacturer, the roofing system manufacturer, and SMACNA. Match finish of exposed heads with material being fastened. Rubber grommets to be included where specified.
   3. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
   4. Pitch Pans: 24 gauge stainless steel. Rivet and solder in all corners, joints and seams. Fabricate a full width flange. 4 inches high minimum. Pre-fabricated rain bonnet with stainless steel draw band.
   5. Concealed Sealants: Non-curing butyl sealant.
   6. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
   8. Solder: ASTM B32; Sn50 (50/50) type, used with rosin flux.

PART 3 - EXECUTION

3.1 CONDITIONS – SUMMARY

A. Remove and dispose of existing metal and associated components. Mechanically fasten new HD polyisocyanurate or gypsum coverboard where specifically detailed. Adhere new membrane up and over edge and secure. Install new edge metal system on a continuous cleat. Install all components in accordance with ANSI/SPRI ES-1 guidelines and manufacturer’s recommendations for warranty inclusion. Color of metal to be selected by Architect from manufacturer’s “standard” colors.

B. Remove all existing flashings and associated components at roof drains while saving the existing clamping collar and strainer for reuse. Install new sumps at each drain location to provide positive drainage. Furnish and install new flashings, sealants, and clamping bolts. Replace broken or damaged drain bowl under unit cost as approved. Note drains are set above the deck; install sumps accordingly to provide positive slope to drain.

C. Heat weld all laps, flashings, and details. Seam tape products are not approved for this project.

D. Install penetration flashings and sealant pockets where specified. Top-off sealant pockets prior to leaving the job-site.
E. Provide walk pads surrounding all rooftop mechanical units to remain that require maintenance and at ladders, access points, downspout discharge points, and access doors / openings.

F. Remove and dispose of existing flashings at gutters. If to remain, clean gutters as needed. Inspect the existing wood blocking and verify suitability for reuse. Add / remove wood blocking as required per details and secure wood nailers in accordance with FM 1-49 guidelines. Provide and install new 24 gauge TPO-coated metal drip edge. Heat weld new TPO flashings along new TPO-coated metal drip edge along gutter.

G. Install new surface mounted counterflashing along existing building transitions. Fasten at 12 inches on center and seal as required. Metal color to match existing counterflashing on recently replaced (estimated year: 2007) roof areas.

H. Install new edge metal system on a continuous cleat. Install all components in accordance with ANSI/SPRI ES-1 guidelines and manufacturer’s recommendations for warranty inclusion. Color of metal to be selected by Architect from manufacturer’s “standard” colors.

I. Replace the existing metal coping cap system and install new metal coping cap system to match the size and profile of the existing system. Color to match new metal edge system.

J. Install all metalwork, including counterflashing and other associated components, to provide a complete roof system. New metal components must meet ANSI/SPRI ES-1 where applicable.

K. Remove existing flashings, sealant, and associated components. Clean, prepare, and apply field wrap flashing or boot flashing per manufacturer's recommendations. Extend all pipes that are less than twelve inches (12") above the new roof height.

L. Remove and replace the collector head and downspouts. Install new Kynar finished metal to match the size and style of existing collector head and downspouts, with color to match new metal edge system.

M. All termination bars are to be covered with counterflashing where not specifically noted.

3.2 EXAMINATION

A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

C. Verify roofing termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION AND PROTECTION

A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.

B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

C. Install starter and edge strips, and cleats before starting installation.

D. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
3.3 INSTALLATION

A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.

B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

C. Separations: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.

D. Equipment Support Flashing: Coordinate equipment support flashing installation with roofing and equipment installation. Fabricate without seams and extend down face minimum six inches (6").

E. Coordinate roof-penetration flashings with the roofer.

F. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.

G. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

H. Solder metal joints for full metal surface contact, and after soldering wash metal clean with neutralizing solution and rinse with water.

I. Secure gutters and downspouts in place with concealed fasteners.

J. Slope gutters 1/4 inch per 10 feet (2.1 mm per m), minimum.

K. Connect downspouts to storm sewer system, and seal connection watertight.

L. Set splash pads under downspouts.

END OF SECTION 076200
APPENDIX A

Core Samples Report

LIMITED ASBESTOS SURVEY
April 9, 2019

Megan Griffith
Patterhn Ives LLC
7751 Carondelet Ave.
Clayton Tower Suite 500
St. Louis, Missouri 63105

RE: Asbestos Bulk Sampling
Missouri School for the Blind
Roofs
SITEX Project No. 13768

Ms. Griffith,

As requested, SITEX Environmental, Inc. (SITEX) collected bulk samples of roofing materials from Missouri School for the Blind. Jeff Becker, a Missouri accredited asbestos inspector, collected the bulk samples on April 1, 2019. EMSL Labs, a NVLAP accredited laboratory, analyzed the bulk samples on April 3-6, 2019. The bulk sample results are as follows:

<table>
<thead>
<tr>
<th>SAMPLE NUMBER</th>
<th>MATERIAL DESCRIPTION</th>
<th>LOCATION</th>
<th>RESULTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>“K”- Dorm</td>
<td>Flat Roof</td>
<td>“K”- Dorm</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>1-A</td>
<td>Flat Roof</td>
<td>“K”- Dorm</td>
<td>No Asbestos Detected</td>
</tr>
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<td>No Asbestos Detected</td>
</tr>
<tr>
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<td>“K”- Dorm</td>
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</tr>
<tr>
<td>4-B</td>
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<td>No Asbestos Detected</td>
</tr>
<tr>
<td>5-B</td>
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<td>“K”- Dorm</td>
<td>No Asbestos Detected</td>
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<tr>
<td>6-B</td>
<td>Flashing</td>
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<table>
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<tr>
<td>11-D</td>
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</tr>
<tr>
<td>12-D</td>
<td>Flashing</td>
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<td>RESULTS</td>
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<td>----------------------</td>
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<tr>
<td>13-E</td>
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<td>18-F</td>
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**Dining Hall Cafeteria**

<table>
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**Library Book Stacks**

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<td>25-I</td>
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<tr>
<td>26-I</td>
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<td>Library Book Stacks</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>27-I</td>
<td>Flat Roof</td>
<td>Library Book Stacks</td>
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<tr>
<td>28-J</td>
<td>Flashing</td>
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**New Administration**

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<td>32-K</td>
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<td>New Administration</td>
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</tr>
<tr>
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</tr>
<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>36-L</td>
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</tr>
<tr>
<td>37-L</td>
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</table>
“O” & “D” Dorm

<table>
<thead>
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<th>SAMPLE NUMBER</th>
<th>MATERIAL DESCRIPTION</th>
<th>LOCATION</th>
<th>RESULTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>38-M</td>
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<tr>
<td>40-M</td>
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<td>41-N</td>
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</tr>
<tr>
<td>42-N</td>
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<td>“O” &amp; “D” Dorm</td>
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</tr>
<tr>
<td>43-N</td>
<td>Flashing</td>
<td>“O” &amp; “D” Dorm</td>
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MHD

<table>
<thead>
<tr>
<th>SAMPLE NUMBER</th>
<th>MATERIAL DESCRIPTION</th>
<th>LOCATION</th>
<th>RESULTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>44-O</td>
<td>Flat Roof</td>
<td>MHD</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>45-O</td>
<td>Flat Roof</td>
<td>MHD</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>46-O</td>
<td>Flat Roof</td>
<td>MHD</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>47-P</td>
<td>Flashing</td>
<td>MHD</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>48-P</td>
<td>Flashing</td>
<td>MHD</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>49-P</td>
<td>Flashing</td>
<td>MHD</td>
<td>No Asbestos Detected</td>
</tr>
<tr>
<td>50-P</td>
<td>Flat Roof</td>
<td>MHD</td>
<td>No Asbestos Detected</td>
</tr>
</tbody>
</table>

Based on the above sample results, the Roofing Material located on the Sampled Roof Sections does not contain asbestos. Construction/repair activities may proceed in this area as scheduled.

The bulk sample laboratory report is attached to this letter for your files. SITEX appreciates the opportunity to be of service to Patterhn Ives, LLC. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Jeff Becker
Asbestos Building Inspector
Missouri Inspector Number
7118091218MOII20072

Attachments: Bulk Sample Analysis Report
Missouri Inspector License-Jeff Becker
# Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

<table>
<thead>
<tr>
<th>Sample</th>
<th>Description</th>
<th>Appearance</th>
<th>Non-Asbestos</th>
<th>Asbestos</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>% Fibrous</td>
<td>% Non-Fibrous (Other)</td>
</tr>
<tr>
<td>1-A</td>
<td>Various</td>
<td>Non-Fibrous</td>
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<td>51% Non-fibrous (Other)</td>
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<tr>
<td></td>
<td></td>
<td>Heterogeneous</td>
<td>4% Synthetic</td>
<td>20% Glass</td>
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<tr>
<td>2-A</td>
<td>Various</td>
<td>Non-Fibrous</td>
<td>20% Cellulose</td>
<td>56% Non-fibrous (Other)</td>
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<tr>
<td></td>
<td></td>
<td>Heterogeneous</td>
<td>4% Synthetic</td>
<td>20% Glass</td>
</tr>
<tr>
<td>3A</td>
<td>Various</td>
<td>Non-Fibrous</td>
<td>16% Cellulose</td>
<td>65% Non-fibrous (Other)</td>
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<tr>
<td></td>
<td></td>
<td>Heterogeneous</td>
<td>3% Synthetic</td>
<td>16% Glass</td>
</tr>
<tr>
<td>4B</td>
<td>Various</td>
<td>Non-Fibrous</td>
<td>25% Synthetic</td>
<td>60% Non-fibrous (Other)</td>
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<tr>
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<td>Heterogeneous</td>
<td>15% Glass</td>
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</tr>
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# Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

<table>
<thead>
<tr>
<th>Sample</th>
<th>Description</th>
<th>Appearance</th>
<th>% Fibrous</th>
<th>% Non-Fibrous</th>
<th>Asbestos</th>
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<td></td>
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<tr>
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<td>Heterogeneous</td>
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<td></td>
<td>Heterogeneous</td>
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<td>15E</td>
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## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

### Sample Description

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<tr>
<th>Sample</th>
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<th>Appearance</th>
<th>% Fibrous</th>
<th>% Non-Fibrous</th>
<th>Asbestos Type</th>
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</table>

### Analyst(s)

Donald Schmidt (34)
Sue Ferrario (16)

Jeff Siria, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP. NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO NVLAP Lab Code 200742-0

Initial report from: 04/06/2019 14:05:45

Printed: 4/6/2019 1:05 PM
**Asbestos Chain of Custody**

**EMSL Order Number** (Lab Use Only): 3A0030

**Company Name:** Sitemix Environmental

**Street:** 125 Broadway

**Zip/Postal Code:** 63104

**Country:** USA

**City:** St. Louis

**State/Province:** MO

**Telephone #:** 314-421-0460

**Fax #:**

**Report To (Name):** Chris Byrne

**Email Address:** chris@siteenvironmental.com

**Project Name/Number:** 19768/Pathera Inc

**U.S. State Samples Taken:** 49

**EMSL Project ID** (Internal Use Only):

**CT Samples:** ☐ Commercial/Taxable □ Residential/Tax Exempt

**EMSL-Bill to:** Same ☐ Different ☑ If Bill to is different note instructions in Comments**

**Third Party Billing requires written authorization from third party**

**Turnaround Time (TAT) Options** – Please Check

- ☐ 3 Hour
- ☐ 6 Hour
- ☐ 24 Hour
- ☐ 48 Hour
- ☑ 72 Hour
- ☐ 96 Hour
- ☐ 1 Week
- ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule.* There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

**PCM - Air** ☐ Check if samples are from NY

- ☑ NIOSH 7404
- ☐ NIOSH 7402
- ☐ NIOSH 7400 (W/ OSHA 8hr TWA)

**PLM - Bulk (reporting limit)**

- ☑ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)

**Point Count**

- ☑ 400 (<0.25%)
- ☐ 1000 (<0.1%)

**Point Count w/Gravimetric**

- ☑ 400 (<0.25%)
- ☐ 1000 (<0.1%)

**NYS 198.1 (fibrous in NY)**

- ☐ NYS 198.8 NOB (non-fibrous-NY)
- ☐ NYS 189.8 SOF-V
- ☐ NIOSH 9002 (<1%)

**TEM - Air** ☐ 4-4.5hr TAT (AHERA only)

- ☑ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312

**TEM - Bulk**

- ☑ TEM EPA NOB
- ☑ NYS NOB 198.4 (non-fibrous-NY)
- ☐ Chatfield SOP
- ☐ TEM Mass Analysis-EPA 600 sec. 2.5

**TEM - Water**

- ☑ EPA 100.2
- ☐ Fibers >10µm
- ☐ Waste
- ☐ Drinking
- ☐ All Fiber Sizes
- ☐ Waste
- ☐ Drinking

**Check For Positive Stop – Clearly Identify Homogenous Group**

**Sample Name:** Jeff Becker

**Filter Pore Size (Air Samples):** □ 0.8µm ☑ 0.45µm

**Sample #** | **Sample Description** | **Volume/Area (Air)** | **Date/Time Sampled**
--- | --- | --- | ---
1-A | "K" - Dorn (Flat Roof) | A | 4-1-19
2-A | | A | 
3-A | | A | 
4-B | "K" - Dorn (Flashings) | B | 
5-B | | B | 

**Client Sample # (s):** 1-49

**Total # of Samples:** 49

**Relinquished (Client):** Jeff Becker

**Date:** 4-1-19

**Time:** 8am - 4:30pm

**Received (Lab):** Stan Becker

**Date:** 4-2-19

**Time:** 1:30pm

**Comments/Special Instructions:**

- ☑ Please also send results to jeffro##@siteenvironmental.com
- ☑ Report as composite

* Controlled Document – Asbestos COC - R10 - 05/08/2010*

Page 1 of 3
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<thead>
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<th>Sample Description</th>
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<td>28J</td>
<td>Library Book Stacks (flashing)</td>
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*Comments/Special Instructions:
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<th>Sample Description</th>
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<th>Date/Time Sampled</th>
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*Comments/Special Instructions:*
CERTIFICATION NUMBER: 7118091218MOII20072

THIS CERTIFIES

Jeffrey R Becker

HAS COMPLETED THE CERTIFICATION REQUIREMENTS FOR Inspector

APPROVED: 09/28/2018  TRAINING DATE 09/12/2018

EXPIRES: 09/28/2019

Director of Air Pollution Control Program

The holder of this card is certified to conduct the specified occupation in conjunction with an asbestos abatement project under the certification requirements, in RSMo, 10 CSR 10-6.250.

It is unlawful for any person to use this card other than the individual to whom it is issued or in any manner inconsistent with the law.

Violations of Missouri State Rule 10 CSR 10-6.080, “Emission Standards for Hazardous Air Pollutants,” which adopts by reference 40 CFR, Part 61, Subpart M, the “National Emission Standards for Asbestos,” are subject to fines of not more than $10,000 per day per violation. This Missouri State Certification is subject to review and the director may deny, suspend or revoke this certification per RSMo, chapter 643.250.

If found, please return to:

Air Pollution Control Program
P.O. Box 176
Jefferson City, MO 65102
Phone: (573) 751-4817 Fax: (573) 751-2706
www.dnr.mo.gov/env/sep