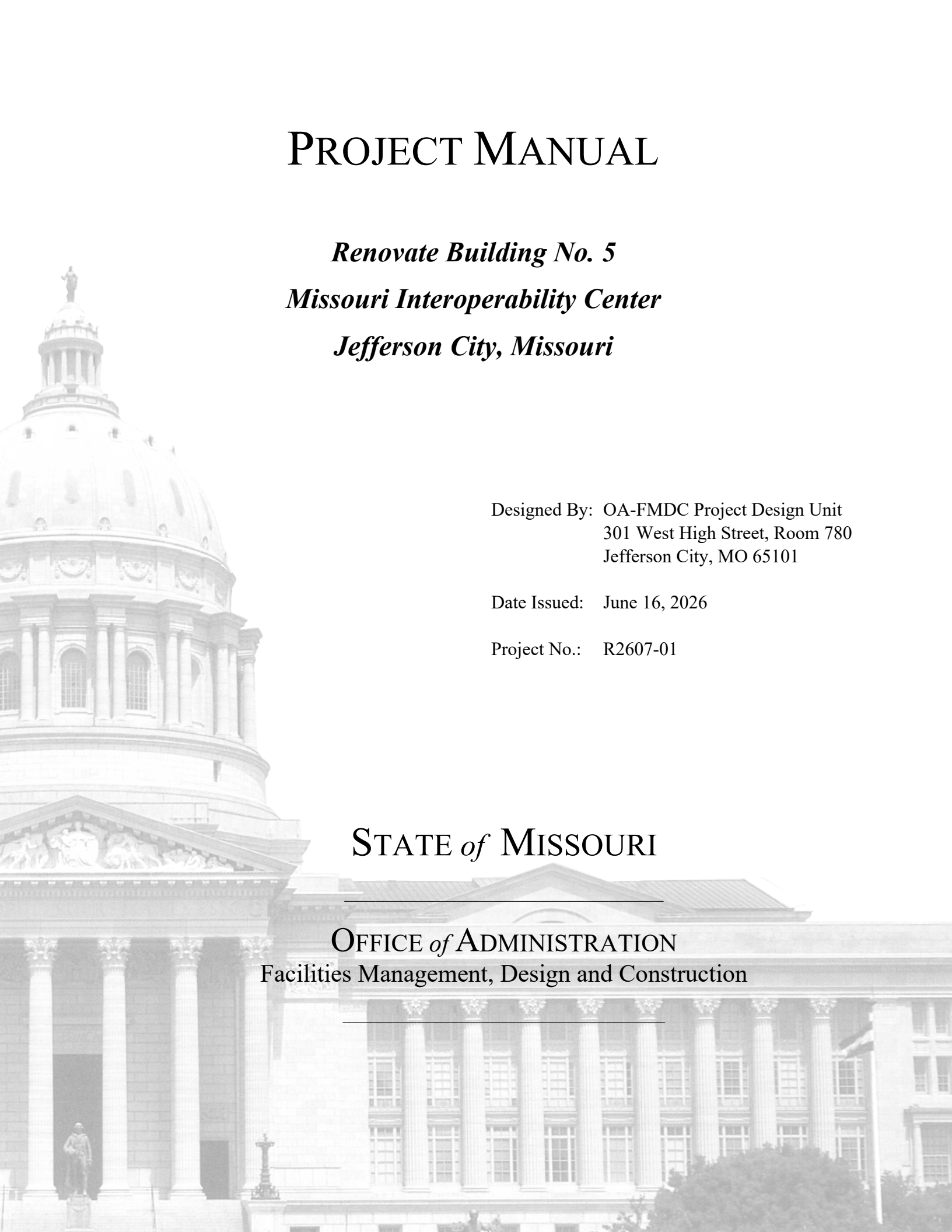




# PROJECT MANUAL

## *Renovate Building No. 5 Missouri Interoperability Center Jefferson City, Missouri*

Designed By: OA-FMDC Project Design Unit  
301 West High Street, Room 780  
Jefferson City, MO 65101

Date Issued: June 16, 2026

Project No.: R2607-01

STATE *of* MISSOURI

---

OFFICE *of* ADMINISTRATION  
Facilities Management, Design and Construction

---

## **SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS**

**PROJECT TITLE:** Renovate Exterior, MSHP Interoperability Site

**PROJECT LOCATION:** 2413 East McCarty Street, Jefferson City, MO 65101

**PROJECT NUMBER:** R260701

**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:**



**Brad M. Schaefer - Architect**  
**MO# A-2009027294**

**PROJECT MANUAL DIVISIONS**  
**1,2,7, 8, 9, 13 AND 26**

## TABLE OF CONTENTS

| <b>SECTION</b> | <b>TITLE</b> | <b>NUMBER OF PAGES</b> |
|----------------|--------------|------------------------|
|----------------|--------------|------------------------|

### **DIVISION 00 – PROCUREMENT AND CONTRACTING INFORMATION**

#### **000000 INTRODUCTORY INFORMATION**

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

|               |                                 |   |
|---------------|---------------------------------|---|
| <b>001116</b> | <b>INVITATION FOR BID (IFB)</b> | 1 |
|---------------|---------------------------------|---|

|               |                                |   |
|---------------|--------------------------------|---|
| <b>002113</b> | <b>INSTRUCTIONS TO BIDDERS</b> | 7 |
|---------------|--------------------------------|---|

#### **NOTICE TO BIDDERS**

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

#### **004000 PROCUREMENT FORMS & SUPPLEMENTS**

|          |                                                                     |   |
|----------|---------------------------------------------------------------------|---|
| 004113   | Bid Form                                                            | * |
| 004337   | MBE/WBE/SDVE/HDVE Compliance Evaluation Form                        | * |
| 004338   | MBE/WBE/SDVE/HDVE Eligibility Determination Form for Joint Ventures | * |
| 004339   | MBE/WBE/SDVE/HDVE Good Faith Effort (GFE) Determination Forms       | * |
| 004340   | SDVE Business Form                                                  | * |
| 004340.1 | HDVE Business Form                                                  | * |
| 004541   | Affidavit of Work Authorization                                     | * |
| 004545   | Anti-Discrimination Against Israel Act Certification form           | * |

#### **005000 CONTRACTING FORMS AND SUPPLEMENTS**

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

#### **006000 PROJECT FORMS**

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

#### **007000 CONDITIONS OF THE CONTRACT**

|        |                          |    |
|--------|--------------------------|----|
| 007213 | General Conditions       | 20 |
| 007300 | Supplementary Conditions | 1  |
| 007346 | Wage Rate                | 4  |

### **DIVISION 01 – GENERAL REQUIREMENTS**

|           |                                              |   |
|-----------|----------------------------------------------|---|
| 011000    | Summary of Work                              | 1 |
| 012100    | Allowances                                   | 2 |
| 012600    | Contract Modification Procedures             | 2 |
| 013100    | Coordination                                 | 4 |
| 013115    | Project Management Communications            | 4 |
| 013200    | Schedule – Bar Chart                         | 4 |
| 013300    | Submittals                                   | 5 |
| 013513.25 | Site Security and Health Requirements (MSHP) | 7 |

|                                                     |                                                    |    |
|-----------------------------------------------------|----------------------------------------------------|----|
| 015000                                              | Construction Facilities and Temporary Controls     | 4  |
| 017400                                              | Cleaning                                           | 3  |
| <b>DIVISION 2 – EXISTING CONDITIONS</b>             |                                                    |    |
| 024119                                              | Selective Demolition                               | 5  |
| <b>DIVISION 7 – THERMAL AND MOISTURE PROTECTION</b> |                                                    |    |
| 076100                                              | Sheet Metal Roofing and Siding                     | 9  |
| 077100                                              | Roof Specialties                                   | 5  |
| 077253                                              | Snow Guards                                        | 2  |
| <b>DIVISION 8 – OPENINGS</b>                        |                                                    |    |
| 081113                                              | Hollow Metal Doors and Frames                      | 4  |
| 083613                                              | Sectional Doors                                    | 7  |
| 087100                                              | Door Hardware                                      | 5  |
| <b>DIVISION 9 – FINISHES</b>                        |                                                    |    |
| 099113                                              | Exterior Painting                                  | 3  |
| <b>DIVISION 13 – SPECIAL CONSTRUCTION</b>           |                                                    |    |
| 133419                                              | Metal Building Systems                             | 11 |
| <b>DIVISION 26 – ELECTRICAL</b>                     |                                                    |    |
| 260519                                              | Low-Voltage Electrical Power Conductors and Cables | 2  |
| 260533                                              | Raceways and Boxes for Electrical Systems          | 3  |
| 262726                                              | Wiring Devices                                     | 3  |
| <b>APPENDIX A</b>                                   |                                                    |    |
|                                                     | Hazardous Material Report                          | 29 |

## **SECTION 000115 – LIST OF DRAWINGS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **PART 2 - PRODUCTS (NOT APPLICABLE)**

### **PART 3 - EXECUTION**

#### **3.1 LIST OF DRAWINGS**

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

|    | <u><b>TITLE</b></u>                                 | <u><b>SHEET #</b></u> | <u><b>DATE</b></u> |
|----|-----------------------------------------------------|-----------------------|--------------------|
| 1. | Cover Sheet                                         | Sheet G-001           | 06/16/26           |
| 2. | Roof Demo and New<br>Work Plans                     | Sheet A-100           | 06/16/26           |
| 3. | South Elevation Demo and<br>New Work Plans          | Sheet A-101           | 06/16/26           |
| 4. | North Elevation Demo and<br>New Work Plans          | Sheet A-102           | 06/16/26           |
| 5. | East and West Elevations Demo<br>And New Work Plans | Sheet A-103           | 06/16/26           |
| 6. | Interoperability Floor Plan                         | Sheet A-104           | 06/16/26           |
| 7. | Details                                             | Sheet A-500           | 06/16/26           |

**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. Renovate Building No. 5  
Missouri Interoperability Center  
Jefferson City, Missouri  
**Project No.: R2607-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, October 29, 2026
- B. **Only electronic bids sent to [FMDCBids@oa.mo.gov](mailto:FMDCBids@oa.mo.gov) shall be accepted:** (See Instructions to Bidders for further detail)

### 4.0 DESCRIPTION:

- A. Scope: The work includes, but is not limited to, replacing the roof and siding on an existing metal storage building and constructing a lean-to covering on the same building.
- B. MBE/WBE/SDVE/HDVE Goals: MBE 0%, WBE 0%, and SDVE 3% or HDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s)/HDVE(s) meeting the requirements of Section 34.069, RSMo, Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE/HDVE participation goals for this project.**

### 5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, October 13, 2026, at Missouri Interoperability Center, Building No. 5, 2413 E. McCarty St., Jefferson City, MO.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons.

### 6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a **deposit of \$100.00** from American Document Solutions (ADS). MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, <https://www.adsplanroom.net>. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
- B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

### 7.0 POINT OF CONTACT:

- A. Project Manager: Fred L. Decker Jr, email: [Fred.Decker@oa.mo.gov](mailto:Fred.Decker@oa.mo.gov)

### 8.0 GENERAL INFORMATION:

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

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

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

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

### **2.0 - BID DOCUMENTS**

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

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

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

### **4.0 - INTERPRETATIONS**

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

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

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

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

|          |                                                                |
|----------|----------------------------------------------------------------|
| 004113   | Bid Form (all pages are always required)                       |
| 004322   | Unit Prices Form                                               |
| 004336   | Proposed Subcontractors Form                                   |
| 004337   | MBE/WBE/SDVE/HDVE Compliance Evaluation Form                   |
| 004338   | MBE/WBE/SDVE/HDVE Eligibility Determination for Joint Ventures |
| 004339   | MBE/WBE/SDVE/HDVE GFE Determination                            |
| 004340   | SDVE Business Form                                             |
| 004340.1 | HDVE Business Form                                             |
| 004541   | Affidavit of Work Authorization                                |
| 004545   | Anti-Discrimination Against Israel Act Certification form      |

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

## **6.0 - SIGNING OF BIDS**

- A. A bid shall contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form shall appear as shown in the Secretary of State's records. If the Bidder is an entity organized in a state other than Missouri, the Bidder must provide a Certificate of Authority to do business in the State of Missouri.
- B. If the successful Bidder is doing business in the State of Missouri under a fictitious name, the Bidder shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- C. A bid from an individual shall be signed as noted on the Bid Form.

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

## **7.0 - RECEIVING BID SUBMITTALS**

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

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

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

## **9.0 - AWARD OF CONTRACT**

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

Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful Bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

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

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

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

#### **11.0 - WORKING DAYS**

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

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

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

#### **13.0 - ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:**

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

#### **14.0 - MBE/WBE/SDVE/HDVE INSTRUCTIONS**

- A. Definitions:
  - 1. "MBE" means a Minority Business Enterprise.

2. **“MINORITY”** has the same meaning as set forth in 1 CSR. 10-17.010.
3. **“MINORITY BUSINESS ENTERPRISE”** has the same meaning as set forth in section 37.020, RSMo.
4. **“WBE”** means a Women’s Business Enterprise.
5. **“WOMEN’S BUSINESS ENTERPRISE”** has the same meaning as set forth in section 37.020, RSMo.
6. **“SDVE”** means a Service-Disabled Veterans Enterprise.
7. **“SERVICE-DISABLED VETERAN”** has the same meaning as set forth in section 34.074, RSMo.
8. **“SERVICE-DISABLED VETERAN ENTERPRISE”** has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.
9. **“HDVE” means an Honorably Discharged Veteran Enterprise**
10. **“Honorably Discharged Veteran” has the same meaning as set forth in section 34.069, RSMo.**
11. **“Honorably Discharged Veteran Enterprise”** has the same meaning as “Honorably Discharged Veteran Business” set forth in section 34.069, RSMo.

**B. MBE/WBE/SDVE/HDVE General Requirements:**

1. For all bids greater than \$100,000, the Bidder shall obtain MBE, WBE, SDVE or HDVE 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, SDVE or HDVE goals, or make a good faith effort to do so, the Bidder shall be nonresponsive, and its bid shall be rejected.
2. The Bidder should submit with its bid all the information requested in the MBE/WBE/SDVE/HDVE Compliance Evaluation Form for every MBE, WBE, SDVE, or HDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all MBE/WBE/SDVE/HDVE 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, SDVE, or HDVE 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 34.069, RSMo and section 34.074, RSMo, a Prime Bidder that qualifies as an SDVE or HDVE shall receive a three-percentage point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE or HDVE by three percent of the apparent low responsive Bidder’s bid. Based on this calculation, if the eligible SDVE’s or HDVE’s evaluation is less than the apparent low responsive Bidder’s bid, the eligible SDVE’s or HDVE’s bid will become the apparent low responsive bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE or HDVE preference, the Bidder must complete and submit with its bid the Missouri Service-Disabled Veteran Business Form or the Missouri Honorably Discharged Veterans Business Form, and any information required by the form.

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

1. A Bidder who is a MBE, WBE, SDVE, or HDVE may count 100% of the contract towards the MBE, WBE, SDVE, or HDVE goal, less any amounts awarded to another MBE, WBE, SDVE, or HDVE. (NOTE: a MBE firm that bids as general contractor must obtain WBE and SDVE or HDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE or HDVE participation; and a SDVE or HDVE firm that bids as general contractor must obtain

MBE and WBE participation.) For the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE/HDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE, SDVE or HDVE.

2. The total dollar value of the work granted to a certified MBE, WBE, SDVE or HDVE by the Bidder shall be counted towards the applicable goal.
3. Expenditures for materials and supplies obtained from a certified MBE, WBE, SDVE, or HDVE supplier or manufacturer may be counted towards the MBE, WBE, SDVE or HDVE goals, if the MBE, WBE, SDVE, or HDVE 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, SDVE or HDVE goals, if the MBE, WBE, SDVE or HDVE 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, SDVE or HDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE/HDVE goals.
6. Only expenditures to a MBE, WBE, SDVE or HDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE, SDVE or HDVE goals. A MBE, WBE, SDVE or HDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by performing, managing and supervising the work or providing supplies or manufactured materials.

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

E. Waiver of MBE/WBE/SDVE/HDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE, SDVE or HDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE/HDVE Good Faith Effort (GFE) Determination form. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, SDVE or HDVE participation will be granted a waiver and will be considered to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE, SDVE or HDVE 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, SDVE, or HDVE 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/HDVE firms contacted for specific categories of work;
- d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE/HDVE subcontractors;
- e. Whether the Bidder made any attempts to follow-up with MBE, WBE, SDVE or HDVE firms prior to bid;
- f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
- g. The Bidder's stated reasons for rejecting any bids;

#### F. Contractor MBE/WBE/SDVE/HDVE Obligations

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



# State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

## *Contractor Name and Address*

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

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

## **ARTICLE 1. STATEMENT OF WORK**

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

**Project Name:** **Renovate Building No. 5**  
**Missouri Interoperability Center**  
**Jefferson City, Missouri**

**Project Number:** **R2607-01**

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: \$

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

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

**UNIT PRICES:** The Owner accepts the following Unit Prices:

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

#### ARTICLE 5. PREVAILING WAGE RATE

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

**DAVIS-BACON ACT:** If this Project is financed in whole or in part from Federal funds (as indicated in the Instructions to Bidders or other bid or contract documents for this Project), then this contract shall be subject to all applicable federal labor statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," as further set forth in Section 007333 – Supplementary General Conditions for Federally Funded/Assisted Construction Projects, which is incorporated into the contract by reference. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law, on a classification-by-classification basis.

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

The Contractor has been granted a waiver of the 0% MBE, 0% WBE, and 3% SDVE or HDVE 3% participation goals. The Contractor agrees to secure the MBE/WBE/SDVE/HDVE participation amounts for this project as follows: (OR)

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

|                         |                    |
|-------------------------|--------------------|
| MBE/WBE/SDVE/HDVE Firm: | Subcontract Amt:\$ |
| MBE/WBE/SDVE/HDVE Firm: | Subcontract Amt:\$ |
| MBE/WBE/SDVE/HDVE Firm: | Subcontract Amt:\$ |
|                         | Total \$           |

MBE/WBE/SDVE/HDVE 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/HDVE firms listed above when such disputes impact the subcontract amounts shown above.

## ARTICLE 7. CONTRACT DOCUMENTS

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

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
  - a. Invitation for Bid (Section 001116)
  - b. Instructions to Bidders (Section 002113)
  - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
  - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
    - i. Bid Form (Section 004113)
    - ii. Unit Prices (Section 004322)
    - iii. Proposed Contractors Form (Section 004336)
    - iv. MBE, WBE, SDVE, HDVE Compliance Evaluation Form(s) (Section 004337)
    - v. MBE, WBE, SDVE, HDVE Eligibility Determination Form for Joint Ventures (Section 004338)
    - vi. MBE, WBE, SDVE, HDVE Good Faith Effort (GFE) Determination Form (Section 004339)
    - vii. Missouri Service-Disabled Veteran Business Form (Section 004340)
    - viii. Missouri Honorably Discharged Veteran Business Form (Section 004340.1)
    - ix. Affidavit of Work Authorization (Section 004541)
  - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
  - f. General Conditions (Section 007213)
  - g. Supplementary Conditions (Section 007300)
  - h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333), if applicable
  - i. Wage Rate(s) (Section 007346)
2. Division 1 – General Requirements
3. All Drawings identified in the Project Manual
4. All Technical Specifications included in the Project Manual
5. Addenda, if applicable

## ARTICLE 8 – CERTIFICATION

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

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

### APPROVED:

---

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

---

Contractor's Authorized Signature

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

---

Corporate Secretary

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

KNOW ALL MEN BY THESE PRESENTS, THAT we \_\_\_\_\_

as principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto the

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Project Title and Number)

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

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

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

**AS APPLICABLE:**

**AN INDIVIDUAL**

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

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

**A PARTNERSHIP**

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

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

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

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

**CORPORATION**

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

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

**SURETY**

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

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

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

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

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

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



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

**QUALITY COMPARISON**

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

**PREVIOUS INSTALLATIONS**

|          |                    |                |
|----------|--------------------|----------------|
| PROJECT  | ARCHITECT/ENGINEER |                |
| LOCATION |                    | DATE INSTALLED |

**SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT**

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <b>REASON FOR SUBSTITUTION</b><br><hr/> <hr/> <hr/> <hr/> <hr/> <hr/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |
| <b>DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?</b><br><input type="checkbox"/> YES <input type="checkbox"/> NO<br>IF YES, EXPLAIN <hr/> <hr/> <hr/> <hr/> <hr/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |
| <b>SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK</b><br><input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |
| <b>BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:</b><br><br>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 |
| <div style="text-align: center;"><b>REVIEW AND ACTION</b></div> <input type="checkbox"/> Resubmit Substitution Request with the following additional information:<br><hr/> <input type="checkbox"/> Substitution is accepted.<br><input type="checkbox"/> Substitution is accepted with the following comments:<br><hr/> <input type="checkbox"/> Substitution is not accepted.                                                                                                                                                                                                                                                                                                    |      |
| ARCHITECT/ENGINEER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | DATE |



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

PROJECT NUMBER

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this            day of            , 20    .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

**MBE/WBE/SDVE PROGRESS REPORT**

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

|                                                         |                                   |
|---------------------------------------------------------|-----------------------------------|
| PAY APP NO.                                             | PROJECT NUMBER<br><b>U2603-01</b> |
| CHECK IF FINAL<br><input type="checkbox"/> <b>FINAL</b> | DATE                              |

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

Revised 06/2023

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

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

PROJECT NUMBER

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

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

(NAME)

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

(POSITION)

(NAME OF THE COMPANY)

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

(NAME OF PROJECT)

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

(NAME OF THE INSTITUTION)

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

SIGNATURE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSEY OR  
BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

**USE RUBBER STAMP IN CLEAR AREA BELOW**

NOTARY PUBLIC SIGNATURE

MY COMMISSION  
EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

FILE: Closeout Documents

# GENERAL CONDITIONS

## INDEX

### ARTICLE:

#### 1. General Provisions

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

#### 2. Owner/Designer Responsibilities

#### 3. Contractor Responsibilities

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

#### 4. Changes in the Work

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

#### 5. Construction and Completion

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

#### 6. Bond and Insurance

#### 6.1. Bond

#### 6.2. Insurance

#### 7. Termination or Suspension of Contract

#### 7.1. For Site Conditions

#### 7.2. For Cause

#### 7.3. For Convenience

## SECTION 007213 - GENERAL CONDITIONS

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

## ARTICLE 1 – GENERAL PROVISIONS

### ARTICLE 1.1 - DEFINITIONS

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

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

## ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1.8 - COMMUNICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

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

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

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

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

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

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

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

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

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

with the requirements outlined in Section 013200 – Schedules.

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

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

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

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

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

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

#### DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

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

#### ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6.2 – INSURANCE

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

### B. Minimum Scope and Extent of Coverage

#### 1. General Liability

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

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

#### 2. Automobile Liability

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

#### 3. Workers' Compensation and Employer's Liability

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

#### 4. Builder's Risk or Installation Floater Insurance

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

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

### C. Minimum Limits of Insurance

#### 1. General Liability

Contractor

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

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

#### 2. Automobile Liability

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

#### 3. Workers' Compensation and Employers Liability

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

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

### D. Deductibles and Self-Insured Retentions

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

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

## **ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT**

### **ARTICLE 7.1 - FOR SITE CONDITIONS**

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

### **ARTICLE 7.2 - FOR CAUSE**

#### **A. Termination or Suspension for Cause:**

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

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

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

### **ARTICLE 7.3 -- FOR CONVENIENCE**

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

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

B. Upon receipt of notification, the Contractor shall:

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

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

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

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

## **SECTION 007300 - SUPPLEMENTARY CONDITIONS**

### **1.0 GENERAL:**

- A. These Supplementary General Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 00, BIDDING AND CONTRACTING REQUIREMENTS.

### **2.0 CONTACTS:**

Project Manager:

Fred L. Decker Jr  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, MO 65101  
Telephone: (573) 301-5608  
Email: [Fred.Decker@oa.mo.gov](mailto:Fred.Decker@oa.mo.gov)

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

### **4.0 FURNISHING CONSTRUCTION DOCUMENTS:**

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

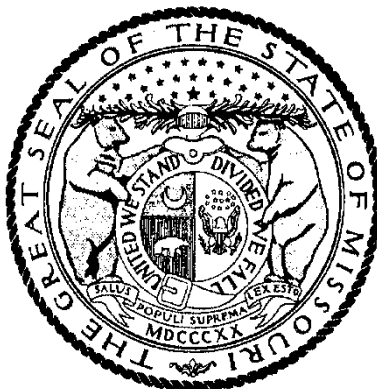
### **5.0 SAFETY REQUIREMENTS**

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 33

Section 026  
**COLE COUNTY**

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

Original Signed by

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2026

Last Date Objections May Be Filed: April 9, 2026

Prepared by Missouri Department of Labor and Industrial Relations

**COLE COUNTY**

| <b>OCCUPATIONAL TITLE</b>          | <b>**Prevailing Hourly Rate</b> |
|------------------------------------|---------------------------------|
| Asbestos Worker                    | \$61.67                         |
| Boilermaker                        | \$33.76*                        |
| Bricklayer - Stone Mason           | \$56.40                         |
| Carpenter                          | \$58.06                         |
| Lather                             |                                 |
| Linoleum Layers & Cutter           |                                 |
| Millwright                         |                                 |
| Pile Driver                        |                                 |
| Cement Mason                       | \$51.32                         |
| Plasterer                          |                                 |
| Communication Technician           | \$64.69                         |
| Electrician (Inside Wireman)       | \$64.92                         |
| Electrician (Outside Lineman)      | \$33.76*                        |
| Outside - Groundman                |                                 |
| Outside - Groundman Tree Trimmer   |                                 |
| Outside - Lineman Operator         |                                 |
| Outside - Lineman Tree Trimmer     |                                 |
| Elevator Constructor               | \$33.76*                        |
| Glazier                            | \$33.76*                        |
| Iron Worker                        | \$74.57                         |
| Laborer                            | \$46.86                         |
| Laborer - First Semi-Skilled       |                                 |
| Laborer - General                  |                                 |
| Laborer - Second Semi-Skilled      |                                 |
| Laborer - Skilled                  |                                 |
| Mason                              | \$60.77                         |
| Marble Finisher                    |                                 |
| Marble Mason                       |                                 |
| Terrazzo Finisher                  |                                 |
| Terrazzo Worker                    |                                 |
| Tile Finisher                      |                                 |
| Tile Setter                        |                                 |
| Operating Engineer                 | \$70.55                         |
| Operating Engineer - Group I       |                                 |
| Operating Engineer - Group II      |                                 |
| Operating Engineer - Group III     |                                 |
| Operating Engineer - Group III - A |                                 |
| Operating Engineer - Group IV      |                                 |
| Operating Engineer - Group V       |                                 |
| Painter                            | \$45.79                         |
| Plumber                            | \$75.59                         |
| Pipe Fitter                        |                                 |
| Roofer/WaterProofer                | \$57.87                         |
| Sheet Metal Worker                 | \$62.18                         |
| Sprinkler Fitter - Fire Protection | \$72.88                         |
| Truck Driver                       | \$33.76*                        |
| Truck Control Service Driver       |                                 |
| Truck Driver, Teamsters Group I    |                                 |
| Truck Driver, Teamsters Group II   |                                 |
| Truck Driver, Teamsters Group III  |                                 |
| Truck Driver, Teamsters Group IV   |                                 |

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

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

## COLE COUNTY

| <b>OCCUPATIONAL TITLE</b>                | <b>**Prevailing Hourly Rate</b> |
|------------------------------------------|---------------------------------|
| <b>Carpenter</b>                         | <b>\$64.42</b>                  |
| <b>Millwright</b>                        |                                 |
| <b>Pile Driver</b>                       |                                 |
| <b>Electrician (Outside Lineman)</b>     | <b>\$87.78</b>                  |
| <b>Outside - Groundman</b>               |                                 |
| <b>Outside - Groundman Tree Trimmer</b>  |                                 |
| <b>Outside - Lineman Operator</b>        |                                 |
| <b>Outside - Lineman Tree Trimmer</b>    |                                 |
| <b>Laborer</b>                           | <b>\$55.27</b>                  |
| <b>Laborer - General</b>                 |                                 |
| <b>Laborer - Skilled</b>                 |                                 |
| <b>Operating Engineer</b>                | <b>\$70.85</b>                  |
| <b>Operating Engineer - Group I</b>      |                                 |
| <b>Operating Engineer - Group II</b>     |                                 |
| <b>Operating Engineer - Group III</b>    |                                 |
| <b>Operating Engineer - Group IV</b>     |                                 |
| <b>Truck Driver</b>                      | <b>\$33.76*</b>                 |
| <b>Truck Control Service Driver</b>      |                                 |
| <b>Truck Driver, Teamsters Group I</b>   |                                 |
| <b>Truck Driver, Teamsters Group II</b>  |                                 |
| <b>Truck Driver, Teamsters Group III</b> |                                 |
| <b>Truck Driver, Teamsters Group IV</b>  |                                 |

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

## **SECTION 011000 – SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.1 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project consists of **replacing roof and siding on existing metal building**.
  - 1. Project Location: Missouri State Highway Patrol, Interoperability Site, 2413 East McCarty Street., Jefferson City, MO 65101.
  - 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 **06/16/26** were prepared for the Project by **Office of Administration, Division of Facilities Management, Design and Construction, Project Design Unit**.
- C. The Work consists of **Replacing the roof and siding on an existing metal storage building and constructing a lean-to covering on the same building**.
- D. The Work will be constructed under a single prime contract.

#### **1.2 CONTRACTOR USE OF PREMISES**

- A. Use of the Site: Limit use of the premises to work in areas indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period..

#### **1.3 OCCUPANCY REQUIREMENTS**

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

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

### **PART 3 - EXECUTION**

**END OF SECTION 011000**

## **SECTION 012100 – ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 WEATHER ALLOWANCE**

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

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

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALLOWANCES**

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

**END OF SECTION 012100**

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

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

notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

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

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

#### **1.5 PROPOSAL REQUESTS**

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

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

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

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

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

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

## **SECTION 013100 – COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 COORDINATION**

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

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

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

#### **1.4 SUBMITTALS**

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

#### **1.5 PROJECT MEETINGS**

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

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

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

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

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

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

**END OF SECTION 013100**

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

---

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

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

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

### **PART 3 - EXECUTION**

#### **3.1 SUBMITTAL PROCEDURES**

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

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

### 3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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

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

### **3.3 SCHEDULE OF SUBMITTALS**

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

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

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

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

**END OF SECTION 013200**

## **SECTION 013300 – SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **1.3 SUBMITTAL PROCEDURES**

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

### **1.4 SHOP DRAWINGS**

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

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

## **1.5 PRODUCT DATA**

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

## **1.6 SAMPLES**

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

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

## **1.7 QUALITY ASSURANCE DOCUMENTS**

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

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

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

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

## **PART 3 - EXECUTION**

### **3.1 REQUIRED SUBMITTALS**

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

B.

| <b>SPEC SECTION</b> | <b>TITLE</b>                              | <b>CATEGORY</b>          |
|---------------------|-------------------------------------------|--------------------------|
| 013200              | Schedules                                 | Construction Schedule    |
| 013200              | Schedules                                 | Schedule of Values       |
| 013200              | Schedules                                 | List of Subcontractors   |
| 013200              | Schedules                                 | Major Material Suppliers |
| 077100              | Roof Specialties                          | Product Data             |
| 077253              | Snow Guards                               | Product Data             |
| 081113              | Hollow Metal Doors and Frames             | Product Data             |
| 083613              | Sectional Doors                           | Product Data             |
| 083613              | Sectional Doors                           | Warranty                 |
| 087100              | Door Hardware                             | Product Data             |
| 133419              | Metal Building Systems                    | Informational Submittals |
| 133419              | Metal Building Systems                    | Product Data             |
| 133419              | Metal Building Systems                    | Warranty                 |
| 133419              | Metal Building Systems                    | Shop Drawings            |
| 260519              | Low-Voltage Electrical Power Conductors   | Product Data             |
| 260533              | Raceways and Boxes for Electrical Systems | Product Data             |
| 262726              | Wiring Devices                            | Product Data             |

**END OF SECTION 013300**

## **SECTION 013513.25 - SITE SECURITY AND HEALTH REQUIREMENTS (MSHP)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

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

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

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

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

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

### **3.3 MSHP SECURITY CLEARANCE REQUIREMENTS**

- A. Contractor Background Screening Policy: As a normal business activity, the Missouri State Highway Patrol (MSHP) may contract with external companies to perform various duties for the Missouri State Highway Patrol. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. A contractor's proposed candidate may also be required to undergo a MSHP approved drug screening. This background check requirement will be included as part of all PAQs or solicitations for bids. The contract/PAQ award is contingent upon the proposed candidate background checks being completed.
- B. This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States, the contractor will submit similar documentation from their respective country. Qualification to work on contract will be based upon the following criteria:

1. A felony conviction or guilty plea will be an automatic disapproval of the candidate.
  2. Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
  3. Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
  4. Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.
- C. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.
- D. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.
- E. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.
- F. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.
- G. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.
- H. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.
- I. Contractors working on-site and/or need escorted access are required to provide name, date of birth and social security number to enable the MSHP to run a name-based background check prior to their arrival on-site.
1. The FBI CJIS Security Policy requires the Missouri State Highway Patrol to conduct fingerprint background checks on vendors and contractors who require, or may require, virtual and/or unescorted physical access to criminal justice information. Provided are background check instructions managed by the MSHP CJIS Security Audit and Compliance Unit. For further assistance please email [securityaudit@mshp.dps.mo.gov](mailto:securityaudit@mshp.dps.mo.gov) or call 573-526-6153 x2622. 1)Fingerprint Submission - register online at [www.machs.mo.gov](http://www.machs.mo.gov)
    - a. \*Fingerprint instructions attached separately\*Payment \$43.50 is due at registration\*Required fingerprint card information below\*
    - b. 4-digit Registration Number:-9120
    - c. Complete Name

- d. Date of Birth
  - e. Social Security Number
  - f. ORI: MOMHP2300
  - g. OCA Designation: CONTRACTOR
  - h. Agency Name: MSHP-SACU
- J. Security Awareness Certification - take online at [www.cjisonline.com](http://www.cjisonline.com)
- 1. Vendor accounts and Vendor Admin profiles are created by the MSHP SACU, [securityaudit@mshp.dps.mo.gov](mailto:securityaudit@mshp.dps.mo.gov)
  - 2. \*Vendor Account - Provide company name, mailing address, and phone number of vendor/contractor.
  - 3. \*Vendor Admin - Provide name, email address, and phone number you want designated as the Vendor Admin to manage user accounts.
- K. Security Addendum Certification - form is attached separately. Signature page may be downloaded to user's account under Certification Details Tab/Documents. If this is not an option, email signature form to [securityaudit@mshp.dps.mo.gov](mailto:securityaudit@mshp.dps.mo.gov).
- L. MSHP Required Security Forms - Forms attached separately. Please return signature pages to [securityaudit@mshp.dps.mo.gov](mailto:securityaudit@mshp.dps.mo.gov).
- M. The Missouri Central Vendor File: As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a vendor or contractor, and who has access to criminal justice information, is required to pass a background check prior to beginning work on the contract per FBI CJIS Security Policy. To better streamline this process for vendors and contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally called the Missouri Central Vendor File. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency. Unless otherwise notified, vendors and contractors who submit background checks using the MSHP Background Check Process will automatically be vetted and added to the MO Central Vendor File. Background results can be provided upon request sent to [securityaudit@mshp.dps.mo.gov](mailto:securityaudit@mshp.dps.mo.gov).

### **3.4 DISRUPTION OF UTILITIES**

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

### **3.5 PROTECTION OF PERSONS AND PROPERTY**

#### **A. SAFETY PRECAUTIONS AND PROGRAMS**

1. The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules, regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.
2. All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.
3. In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

#### **B. SAFETY OF PERSONS AND PROPERTY**

1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:
  - a. clients, staff, the public, construction personnel, and other persons who may be affected thereby;
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
  - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety

- regulations, and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
  5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
  6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
  7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
  8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.
  9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
  10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site, or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.
  11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
  12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**END OF SECTION 013513.25**

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sanitary facilities

#### **1.3 SUBMITTALS**

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

#### **1.4 QUALITY ASSURANCE**

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

## **1.5 PROJECT CONDITIONS**

## **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. 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.

### **2.2 EQUIPMENT**

- A. 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.
- B. 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. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. Temporary 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 toilet tissue materials for each facility.
- C. 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.
- D. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

### **3.3 SUPPORT FACILITIES INSTALLATION**

- A. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- B. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  1. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
  2. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  3. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- D. 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 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.
- 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:

**END OF SECTION 015000**

## **SECTION 017400 – CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

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

C. Structures:

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

### 3.2 FINAL CLEANING

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

13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
  15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  16. Clean ducts, blowers, and coils if units were operated without filters during construction
  17. Clean, 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 024119 - SELECTIVE DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 RELATED DOCUMENTS**

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

#### **1.02 SUMMARY**

- A. Section Includes:

- 1. Demolition and removal of selected portions of interior building elements and materials.

- B. Related Requirements:

- 1. Section 011000 "Summary of Work" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

#### **1.03 DEFINITIONS**

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

#### **1.04 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

#### **1.05 PREINSTALLATION MEETINGS**

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

#### **1.06 SUBMITTALS**

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

- 6. Locations of proposed dust and noise control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
- 7. Means of protection for items to remain and items in path of waste removal from building.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged and provide to Owner.
- D. Pre demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- E. Project Closeout Submittals:
  - 1. Inventory: Submit a list of items that have been removed and salvaged
  - 2. Record drawings at Project closeout indication as-built conditions.
  - 3. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

## **1.07 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre-demolition Conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

## **1.08 FIELD CONDITIONS**

- A. Owner will occupy portions of building adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. 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. Storage or sale of removed items or materials on-site is not permitted.
- E. 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.

## **1.09 SCHEDULING**

- A. Arrange selective demolition schedule so as not to interfere with Owner's on site 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 so as not to void existing warranties.

## **PART 2 PRODUCTS**

### **2.01 PERFORMANCE REQUIREMENTS**

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

### **2.02 REPAIR MATERIALS**

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### **3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary of Work."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Conduit to Be Removed: Remove portion of conduit / piping as necessary for floor restoration and cap or plug remaining piping not to be reused with same or compatible piping material.
  - 4. Equipment to Be Removed: Disconnect and cap services and remove equipment.

### **3.03 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  3. Cover and protect furniture, furnishings, and equipment that have not been removed.

### **3.04 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.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches.
  5. Maintain adequate ventilation.
  6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  7. Dispose of demolished items and materials promptly.
- B. 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 on-site as designated by Owner.
  5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### **3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS**

- A. Floor Coverings: Remove floor coverings and adhesive according to industry standard recommendations. Do not use methods requiring solvent-based adhesive strippers.

### **3.06 PATCHING AND REPAIRS**

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

1. Completely fill holes and depressions in existing walls that are to remain with an approved patching material applied according to manufacturer's written recommendations.
- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- D. Floors and Walls: Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings as required for defined Scope of Work and, if necessary, patch or repair deteriorated areas to achieve uniform color and appearance where materials are to remain exposed.
  1. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
- E. Ceilings: Patch or repair existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### **3.07 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  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.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### **3.08 CLEANING**

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

**END OF SECTION**

## **SECTION 076100 - SHEET METAL ROOFING AND SIDING**

### **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 R-Rib classic sheet metal roofing and siding.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of sheet metal with factory-applied finishes.
  - 1. Include Samples of trim and accessories involving finish or color selection.
- C. Samples for Verification: For each type of exposed finish.
  - 1. Sheet Metal Roofing and siding: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners and other attachments.
  - 2. Trim and Metal Closures: 12 inches long and in required profile. Include fasteners and other exposed accessories.
- D. Sample Warranties: For special warranties.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For roofing sheet metals and accessories to include in maintenance manuals.

#### **1.5 QUALITY ASSURANCE**

- A. Sheet Metal Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal roofing and siding similar to that required for this Project and whose products have a record of successful in-service performance.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal roofing materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal roofing materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal roofing from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal roofing installation.

## 1.7 WARRANTY

- A. Special Warranty: Warranty form at end of this Section in which Installer agrees to repair or replace components of sheet metal roofing and siding that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, rupturing, cracking, or puncturing.
    - b. Wrinkling or buckling.
    - c. Loose parts.
    - d. Failure to remain weathertight, including uncontrolled water leakage.
    - e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including nonuniformity of color or finish.
    - f. Galvanic action between sheet metal roofing and dissimilar materials.
  - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal roofing and siding that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Sheet metal roofing and siding system including, but not limited to, metal roof and wall panels, cleats, anchors and fasteners, sheet metal flashing integral with sheet metal roofing and siding, fascia panels, trim, underlayment, and accessories, shall comply with requirements without failure due to defective manufacture, fabrication, or installation, or due to other defects in construction. Sheet metal roofing and siding shall remain watertight.

- B. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or indicated on Drawings.

## **2.2 ROOFING AND SIDING SHEET METALS**

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Provide zinc-coated (galvanized) steel sheet according to ASTM A 653/A 653M, G90 (Z275) coating designation; with smooth flat surface; prepainted by coil-coating process to comply with ASTM A 755/A 755M.
  - 1. Thickness: Nominal 26 gauge unless otherwise indicated.
  - 2. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 3. Color: As selected by Architect from manufacturer's full range.
  - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

## **2.3 MISCELLANEOUS MATERIALS**

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete roofing system and as recommended by primary sheet metal manufacturer unless otherwise indicated.
- B. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
  - 1. General:
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of roofing.
    - b. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed; with hex-washer head.
    - c. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal roofing and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- G. Fiberglass Blanket/Batt Insulation: Vinyl- faced, minimum R value of 10.

## 2.4 ACCESSORIES

- A. Sheet Metal Accessories: Provide components required for complete sheet metal roofing and siding assembly including trim, copings, fascia, corner units, clips, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items. Match material and finish of sheet metal roofing unless otherwise indicated.
  - 1. Cleats: Intermittent and continuous attachment devices for mechanically seaming into joints and formed from the following materials and thicknesses unless otherwise indicated.
  - 2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible-closure strips; cut or pre-molded to match sheet metal roofing profile. Provide closure strips where necessary to ensure weathertight construction.
  - 3. Flashing and Trim: Formed from same material and with same finish as sheet metal roofing.

## 2.5 FABRICATION

- A. General: Custom fabricate sheet metal roofing and siding to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions (panel width and seam height), geometry, metal thickness, and other characteristics of installation. Fabricate sheet metal roofing and accessories in shop to greatest extent possible.
- B. Fabrication Tolerances: Fabricate sheet metal roofing that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal roofing that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Form exposed sheet metal work to fit substrates with little oil canning; free of buckling and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 1. Lay out sheet metal roofing so transverse seams, if required, are made in direction of flow with higher panels overlapping lower panels.
  - 2. Offset transverse seams from each other 12 inches (300 mm) minimum.
  - 3. Fold and cleat eaves and transverse seams in shop.

4. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements indicated on Drawings and as required for leakproof construction.
- E. Expansion Provisions: Fabricate sheet metal roofing to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work.
- F. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to SMACNA standards.
- G. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item required. Obtain field measurements for accurate fit before shop fabrication.
  1. Form exposed sheet metal accessories without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  2. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
  3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant.
  4. Fabricate cleats and attachment devices of sizes recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.
- H. Do not use graphite pencils to mark metal surfaces.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored, and that provision has been made for drainage, flashings, and penetrations through sheet metal roofing.
  2. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating sheet metal roofing to verify actual locations of penetrations relative to seam locations of sheet metal roofing before installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Lay out panel arrangement before installation of sheet metal roofing and siding.

1. Space fasteners not more than 18 inches (460 mm) o.c.

### **3.3 INSTALLATION, GENERAL**

- A. General: Install sheet metal roofing and siding to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to installation characteristics required unless otherwise indicated on Drawings. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required for complete roofing and siding system and as recommended by fabricator for sheet metal roofing.
1. Install sheet metal roofing and siding true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  2. Anchor sheet metal and other components of the Work securely in place, with provisions for thermal and structural movement.
  3. Field cutting of sheet metal by torch is not permitted.
  4. Provide metal closures at peaks, rake edges, eaves and each side of ridge.
  5. Flash and seal sheet metal with closure strips at eaves, rakes, and perimeter of all openings. Fasten with self-tapping screws.
  6. Locate and space fastenings in uniform vertical and horizontal alignment. Predrill panels for fasteners.
  7. Install ridge caps as sheet metal roofing work proceeds.
  8. Locate splices over, but not attached to, structural supports. Stagger splices and end laps to avoid four-panel lap splice condition. Install backing plates at splices.
  9. Lap metal flashing over sheet metal roofing to direct moisture to run over and off roofing.
  10. Do not use graphite pencils to mark metal surfaces.
- B. Thermal Movement: Rigidly fasten metal panels to structure at only one location for each panel. Allow remainder of panel to move freely for thermal expansion and contraction.
1. Avoid attaching accessories through panels in manner that inhibits thermal movement.
- C. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- D. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by sheet metal manufacturer or SMACNA.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Fasciae: Align bottom of sheet metal roofing and fasten with blind rivets, bolts, or self-tapping screws. Flash and seal sheet metal roofing with closure strips where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

### 3.4 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for complete sheet metal roofing assembly including trim, copings, seam covers, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items.
  - 2. Install accessories integral to sheet metal roofing that are specified in Section 076200 "Sheet Metal Flashing and Trim" to comply with that Section's requirements.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and install units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
  - 1. Install flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
  - 2. Install continuous strip of self-adhering underlayment at edge of continuous flashing overlapping self-adhering underlayment, where "continuous seal strip" is indicated in SMACNA's "Architectural Sheet Metal Manual" and on Drawings.
  - 3. Install exposed flashing and trim without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and 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.
  - 4. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
- C. Pipe Flashing: Form flashing around pipe penetration and sheet metal roofing. Fasten and seal to sheet metal as recommended by SMACNA.
- D. Roof Curbs: Install flashing around bases where curbs meet sheet metal roofing.

### 3.5 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

### 3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

- D. Remove temporary protective coverings and strippable films as sheet metal roofing and siding is installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal installation, clean finished surfaces as recommended by sheet metal manufacturer. Maintain sheet metal in clean condition during construction.
- E. Replace sheet metal components that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

### 3.7 INSTALLER'S WARRANTY

- A. WHEREAS **<Insert name>** of **<Insert address>**, herein called the " Installer," has performed associated work ("work") on the following project:
  - 1. Owner: **<Insert name>**.
  - 2. Owner's Address: **<Insert address>**.
  - 3. Building Name/Type: **<Insert information>**.
  - 4. Building's Address: **<Insert address>**.
  - 5. Area of Work: **<Insert information>**.
  - 6. Acceptance Date: **<Insert date>**.
  - 7. Warranty Period: **<Insert time>**.
  - 8. Expiration Date: **<Insert date>**.
- B. AND WHEREAS Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
  - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. Lightning;
    - b. Peak gust wind speed exceeding 72 mph;
    - c. Fire;
    - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    - f. Vapor condensation on bottom of roofing; and
    - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Installer to perform said alterations, Warranty shall not become null and void unless Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature>**.
2. Name: **<Insert name>**.
3. Title: **<Insert title>**.

END OF SECTION 076100

## SECTION 077100 - ROOF SPECIALTIES

### 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. Roof-edge specialties.
  - 2. Roof-edge drainage systems.
  - 3. Reglets and counterflashings.
- B. Related Requirements:

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For manufacturer's special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

## 1.7 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. FM Approvals' Listing: Manufacture and install roof-edge specialties that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-90. Identify materials with FM Approvals' markings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

### 2.2 ROOF-EDGE SPECIALTIES

### 2.3 ROOF-EDGE DRAINAGE SYSTEMS

- A. Gutters: Manufactured in uniform section lengths not exceeding 12 feet, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 1 inch above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
  - 1. Zinc-Coated Steel: Nominal 26 gauge thickness.
  - 2. Gutter Profile: Box style.
  - 3. Corners: Factory mitered and mechanically clinched and sealed watertight.
  - 4. Gutter Supports: Gutter brackets, straps, Spikes and ferrules: Manufacturer's standard supports with finish matching the gutters.
  - 5. Gutter Accessories: Continuous screened leaf guard with sheet metal frame.
- B. Downspouts: Plain round complete with mitered elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
  - 1. Zinc-Coated Steel: Nominal 26 gauge thickness.
- C. Accessories:

1. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where reglet is provided separate from metal counterflashing.
2. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.

## 2.4 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
- B. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- C. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.

## 2.5 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls and roof edges for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  - 4. Torch cutting of roof specialties is not permitted.
  - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
- D. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- E. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

### 3.3 ROOF-EDGE SPECIALITIES INSTALLATION

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

### 3.4 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 30 inches apart. Attach ends with rivets and seal with sealant to make watertight. Slope to downspouts.
  - 1. Install continuous leaf guards on gutters with noncorrosive fasteners.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c.
  - 1. Provide elbows at base of downspouts at grade to direct water away from building.

2. Connect downspouts to underground drainage system indicated.

### 3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

## SECTION 077253 - SNOW GUARDS

### 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. Rail-type, flat-mounted snow guards.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for snow guards.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
  - 1. Material: Clear UV-stabilized polycarbonate.

#### 2.2 RAIL-TYPE SNOW GUARDS

- A. Flat-Mounted, Rail-Type Snow Guards:
  - 1. Description: Units fabricated from metal baseplate anchored to fixed bracket and equipped with two bars.
  - 2. Brackets and Baseplate: Aluminum.
  - 3. Bars: Aluminum; mill finished.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, snow guard attachment, and other conditions affecting performance of the Work.
  - 1. Verify compatibility with and suitability of substrates including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean and prepare substrates for bonding snow guards.
- B. Prime substrates according to snow guard manufacturer's written instructions.

### 3.3 INSTALLATION

- A. Install snow guards according to manufacturer's written instructions.

END OF SECTION 077253

## SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

### 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 hollow-metal work.

#### 1.3 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions, and finishes.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

### 2.2 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

- A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
  - 1. Physical Performance: Level B according to SDI A250.4.
  - 2. Doors:
    - a. Thickness: 1-3/4 inches (44.5 mm.)
    - b. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch (1.0 mm), with minimum A40 (ZF120) coating.
    - c. Core: Manufacturer's standard polystyrene, polyurethane.
  - 3. Frames:
    - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm), with minimum A40 (ZF120) coating.
    - b. Construction: Knocked down.
  - 4. Exposed Finish: Factory finished.
  - 5. Insulating Glass: Manufacturer's standard.

### 2.3 HOLLOW-METAL PANELS

- A. Provide hollow-metal panels of same materials, construction, and finish as existing door assemblies.

### 2.4 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6.

## 2.5 STEEL FINISHES

- A. Factory Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat, complying with SDI A250.3.
  - 1. Color and Gloss: As selected by Architect from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames for doors, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - b. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - c. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
    - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
  3. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
  4. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.
- C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.
- D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

## SECTION 083613 - SECTIONAL DOORS

### 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 electrically operated sectional doors.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of sectional door and accessory.
  - 1. Include construction details, material descriptions, dimensions of individual components, profile door sections, and finishes.
- B. Samples for Initial Selection: For units with factory-applied finishes.
- C. Sample Warranties: For special warranties.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sectional doors to include in maintenance manuals.

#### 1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of sectional doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Failure of components or operators before reaching required number of operation cycles.
    - c. Faulty operation of hardware.
    - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use; rust through.
    - e. Delamination of exterior or interior facing materials.
  - 2. Warranty Period: Two years from date of Substantial Completion.

- B. Special Finish Warranty: Manufacturer agrees to repair or replace components that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS, GENERAL

- A. Source Limitations: Obtain sectional doors from single source from single manufacturer.
  - 1. Obtain operators and controls from sectional door manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Sectional doors shall comply with performance requirements specified without failure due to defective manufacture, fabrication, installation, or other defects in construction.

### 2.3 DOOR ASSEMBLY

- A. Steel Sectional Door: Sectional door formed with hinged sections and fabricated according to DASMA 102 unless otherwise indicated.
- B. Installed R-Value: 6.0 minimum.
- C. Steel Sections: Zinc-coated (galvanized) steel sheet with G60 (Z180) zinc coating.
  - 1. Section Thickness: 2 inches.
  - 2. Exterior-Face, Steel Sheet Thickness: 0.064-inch- (1.63-mm-) nominal coated thickness.
    - a. Surface: Flat.
  - 3. Insulation: Foamed in place.
  - 4. Interior Facing Material: Zinc-coated (galvanized) steel sheet with a nominal coated thickness of 0.028 inch (0.71 mm).
- D. Track Configuration: Standard-lift track.
- E. Weatherseals: Fitted to bottom and top and around entire perimeter of door. Provide combination bottom weatherseal and sensor edge.
- F. Windows: Spaced apart the approximate distance as indicated on Drawings; in one row at height indicated on Drawings; installed with glazing of the following type:
  - 1. Insulating Glass: Manufacturer's standard.
- G. Locking Devices: Equip door with locking device assembly. Single-jamb side

- H. Counterbalance Type: Torsion spring.
- I. Electric Door Operator:
  - 1. Usage Classification: Standard duty, up to 25 cycles per hour and up to 90 cycles per day.
  - 2. Operator Type: Manufacturer's standard for door requirements
  - 3. Motor Exposure: Interior, clean, and dry
  - 4. Emergency Manual Operation: Chain type.
  - 5. Obstruction-Detection Device: Automatic photoelectric sensor or electric sensor edge on bottom section.
  - 6. Control Station: Interior-side mounted.
- J. Door Finish:
  - 1. Baked-Enamel or Powder-Coat Finish: Color and gloss as selected by Architect from manufacturer's full range.
  - 2. Finish of Interior Facing Material: Match finish of exterior section face.

## 2.4 MATERIALS, GENERAL

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

## 2.5 STEEL DOOR SECTIONS

- A. Exterior Section Faces and Frames: Zinc-coated (galvanized), cold-rolled, commercial steel (CS) sheet, complying with ASTM A 653/A 653M, with indicated zinc coating and thickness.
  - 1. Fabricate section faces from single sheets to provide sections not more than 24 inches (610 mm) high and of indicated thickness. Roll horizontal meeting edges to a continuous, interlocking, keyed, rabbeted, shiplap, or tongue-in-groove weather-resistant seal, with a reinforcing flange return.
  - 2. For insulated doors, provide sections with continuous thermal-break construction, separating the exterior and interior faces of door.
- B. Section Ends and Intermediate Stiles: Enclose open ends of sections with channel end stiles formed from galvanized-steel sheet not less than 0.064-inch- (1.63-mm-) nominal coated thickness and welded to door section. Provide intermediate stiles formed from not less than 0.064-inch- (1.63-mm-) thick galvanized-steel sheet, cut to door section profile, and welded in place. Space stiles not more than 48 inches (1219 mm) apart.
- C. Reinforce bottom section with a continuous channel or angle conforming to bottom-section profile.
- D. Provide reinforcement for hardware attachment.
- E. Board Thermal Insulation: Insulate interior of steel sections with door manufacturer's standard polystyrene or polyurethane board insulation, with maximum flame-spread and smoke-

developed indexes of 75 and 450, respectively, according to ASTM E 84; or with glass-fiber-board insulation. Secure insulation to exterior face sheet. Enclose insulation completely within steel sections and the interior facing material, with no exposed insulation.

- F. Interior Facing Material: Zinc-coated (galvanized), cold-rolled, commercial steel (CS) sheet, complying with ASTM A 653/A 653M, with indicated thickness.
- G. Fabricate sections so finished door assembly is rigid and aligned, with tight hairline joints and free of warp, twist, and deformation.

## 2.6 TRACKS, SUPPORTS, AND ACCESSORIES

- A. Tracks: Manufacturer's standard, galvanized-steel track system of configuration indicated, sized for door size and weight, designed for lift type indicated and clearances indicated on Drawings. Provide complete system including brackets, bracing, and reinforcement to ensure rigid support of ball-bearing roller guides for required door type, size, weight, and loading.
- B. Weatherseals: Replaceable, adjustable, continuous, compressible weather-stripping gaskets of flexible vinyl, rubber, or neoprene fitted to bottom and top of sectional door unless otherwise indicated.
- C. Windows: Manufacturer's standard window units of type, size, and in arrangement indicated. Set glazing in vinyl, rubber, or neoprene glazing channel for metal-framed doors and elastic glazing compound for wood doors, as required. Provide removable stops of same material as door-section frames.

## 2.7 HARDWARE

- A. General: Heavy-duty, corrosion-resistant hardware, with hot-dip galvanized, stainless-steel, or other corrosion-resistant fasteners, to suit door type.
- B. Hinges: Heavy-duty, galvanized-steel hinges of not less than 0.079-inch- (2.01-mm-) nominal coated thickness at each end stile and at each intermediate stile, according to manufacturer's written recommendations for door size. Attach hinges to door sections through stiles and rails with bolts and lock nuts or lock washers and nuts. Use rivets or self-tapping fasteners where access to nuts is impossible. Provide double-end hinges where required, for doors more than 16 feet (4.88 m) wide unless otherwise recommended by door manufacturer.
- C. Rollers: Heavy-duty rollers with steel ball-bearings in case-hardened steel races, mounted with varying projections to suit slope of track. Extend roller shaft through both hinges where double hinges are required. Provide 3-inch- (76-mm-) diameter roller tires for 3-inch- (76-mm-) wide track and 2-inch- (51-mm-) diameter roller tires for 2-inch- (51-mm-) wide track.
- D. Push/Pull Handles: Equip each push-up operated or emergency-operated door with galvanized-steel lifting handles on each side of door, finished to match door.

## 2.8 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on single-jamb side, operable from inside only.
- B. Safety Interlock Switch: Equip power-operated doors with safety interlock switch to disengage power supply when door is locked.

## 2.9 COUNTERBALANCE MECHANISM

- A. Torsion Spring: Counterbalance mechanism consisting of adjustable-tension torsion springs fabricated from steel-spring wire complying with ASTM A 229/A 229M, mounted on torsion shaft made of steel tube or solid steel. Provide springs designed for number of operation cycles indicated.
- B. Cables: Galvanized-steel, multistrand, lifting cables with cable safety factor of at least 5 to 1.
- C. Cable Safety Device: Include a spring-loaded steel cam mounted to bottom door roller assembly on each side and designed to automatically stop door if either lifting cable breaks.

## 2.10 ELECTRIC DOOR OPERATORS

- A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and "operation cycles" requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
  - 1. Comply with NFPA 70.
- B. Door-Operator Type: Unit consisting of electric motor, gears, pulleys, belts, sprockets, chains, and controls needed to operate door.
  - 1. Trolley: Trolley operator mounted to ceiling above and to rear of door in raised position and directly connected to door with drawbar.
- C. Motors: Reversible-type motor.
  - 1. Electrical Characteristics:
    - a. Phase: Single phase.
  - 2. Motor Size: Large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. (203 mm/s) and not more than 12 in./sec. (305 mm/s), without exceeding nameplate ratings or service factor.
  - 3. Operating Controls, Controllers (Disconnect Switches), Wiring Devices, and Wiring: Manufacturer's standard unless otherwise indicated.
  - 4. Coordinate wiring requirements and electrical characteristics of motors and other electrical devices with building electrical system and each location where installed.
  - 5. Use adjustable motor-mounting bases for belt-driven operators.

- D. Limit Switches: Equip motorized door with adjustable switches interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.
- E. Obstruction Detection Device: External entrapment protection consisting of indicated automatic safety sensor capable of protecting full width of door opening. Activation of device immediately stops and reverses downward door travel.
  - 1. Photoelectric Sensor: Manufacturer's standard system designed to detect an obstruction in door opening without contact between door and obstruction.
- F. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure, push-button control labeled "Close."
  - 1. Interior-Mounted Units: Full-guarded, surface-mounted, heavy-duty type, with general-purpose NEMA ICS 6, Type 1 enclosure.
  - 2. Exterior-Mounted Units: Full-guarded, standard-duty, surface-mounted, weatherproof type, NEMA ICS 6, Type 4 enclosure, key operated.
- G. Emergency Manual Operation: Equip electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 35 lbf (155 N).
- H. Portable, Radio-Control System: Consisting of two of the following:
  - 1. Portable control device to open and stop door may be momentary-contact type; control to close door shall be sustained- or constant-pressure type.

## 2.11 STEEL AND GALVANIZED-STEEL FINISHES

- A. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Examine locations of electrical connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install sectional doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Tracks:
  - 1. Fasten vertical track assembly to opening jambs and framing, spaced not more than 24 inches (610 mm) apart.
  - 2. Hang horizontal track assembly from structural overhead framing with angles or channel hangers attached to framing by welding or bolting, or both. Provide sway bracing, diagonal bracing, and reinforcement as required for rigid installation of track and door-operating equipment.
- C. Accessibility: Install sectional doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.
- D. Power-Operated Doors: Install automatic garage doors openers according to UL 325.

### 3.3 STARTUP SERVICES

- A. Engage a factory-authorized service representative to perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.
  - 2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

### 3.4 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- B. Lubricate bearings and sliding parts as recommended by manufacturer.
- C. Adjust doors and seals to provide weather-resistant fit around entire perimeter.
- D. Touch-up Painting: Immediately after welding galvanized materials, clean welds and abraded galvanized surfaces and repair galvanizing to comply with ASTM A 780/A 780M.

### 3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain sectional doors.

END OF SECTION 083613

## SECTION 087100 - DOOR HARDWARE

### 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. Mechanical door hardware for the following:
    - a. Swinging doors.
- B. Related Sections:
  - 1. Section 081113 "Hollow Metal Doors and Frames"

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
- B. Source Limitations: Obtain each type of door hardware from a single manufacturer.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

## 1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.
    - a. Manual Closers: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 HINGES

- A. Hinges: BHMA A156.1.
  - 1. Butt Hinges:
    - a. Provide hinge width required to clear surrounding trim.
  - 2. Provide hinges on every swinging door.
  - 3. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
  - 4. Provide non -removable pins on exterior out swinging doors.
  - 5. Provide three hinges on each swinging door.

### 2.2 EXIT DEVICES

- A. Exit Devices: Comply with BHMA A156.3, Grade 1.
  - 1. Lever design to match lockset trim.
  - 2. Provide cylinder with cylinder dogging or locking trim.
  - 3. Provide exit devices properly sized for door width and height.
  - 4. Provide strike as recommended by manufacturer for application indicated.

### 2.3 LOCK CYLINDERS

- A. Manufacturer: Match existing.
- B. Lock Cylinders: Provide key access on outside of each lock, unless otherwise indicated.
  - 1. Provide full size interchangeable core type cylinders, Grade 1, with seven-pin core.
  - 2. Provide cylinders from same manufacturer as locking device.
  - 3. Provide cams and/or tailpieces as required for locking devices.

## 2.4 CYLINDRICAL LOCKS

- A. Manufacturer: Match existing.

## 2.5 CLOSERS

- A. Surface Closers: BHMA A156.4; Grade 1.
  - 1. Provide door closer on each exterior door.
  - 2. At out swinging exterior doors, mount closer on interior side of door.

## 2.6 DOOR HOLDERS

- A. Floor-Mounted Stops: BHMA A156.16; aluminum base metal.

## 2.7 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22;
  - 1. Head and Jamb Type: Adjustable.
  - 2. Door Sweep Type: Encased in retainer.
  - 3. Material: Aluminum with brush weatherstripping.
  - 4. Provide weatherstripping on each exterior door at head and jambs.
  - 5. Provide door bottom sweep on each exterior door.

## 2.8 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.

## 2.9 FINISHES

- A. Provide finishes complying with BHMA A156.18 unless otherwise indicated
  - 1. Finish: 625; satin chromium plated over nickel, with brass or bronze base material.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

### 3.3 INSTALLATION

- A. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- B. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- C. Lock Cylinders: Install construction cores to secure building and areas during construction period.
  - 1. Replace construction cores with permanent cores as directed by Owner.
  - 2. Furnish permanent cores to Owner for installation.
- D. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant.
- E. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- F. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- G. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

### 3.4 FIELD QUALITY CONTROL

### 3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.

2. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

### 3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

END OF SECTION 087100

## SECTION 099113 - EXTERIOR PAINTING

### 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 surface preparation and the application of paint systems on exterior wood substrates.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 1 gallon of each material and color applied.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### 1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide a high-quality exterior latex.

### 2.2 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full range.

### 2.3 SOURCE QUALITY CONTROL

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099113

## SECTION 133419 - METAL BUILDING SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Structural-steel framing.
  - 2. Metal roof panels.
  - 3. Metal wall panels.
  - 4. Accessories.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of metal building system component.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Metal roof panels.
    - b. Metal wall panels.
- B. Shop Drawings: Indicate components by others. Include full building plan, elevations, sections, details and the following:
  - 1. Metal Roof and Wall Panel Layout Drawings: Show layouts of panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, clip spacing, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.
- C. Delegated-Design Submittal: For metal building systems.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:
  - 1. Name and location of Project.
  - 2. Order number.
  - 3. Name of manufacturer.

4. Name of Contractor.
5. Building dimensions including width, length, height, and roof slope.
6. Governing building code and year of edition.
7. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).
8. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.

B. Sample Warranties: For special warranties.

## 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panel finishes to include in maintenance manuals.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

## 1.7 FIELD CONDITIONS

A. Weather Limitations: Proceed with panel installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.

## 1.8 WARRANTY

A. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
  - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
  - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
  - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: **20** years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Provide a complete, integrated set of mutually dependent components and assemblies that form a metal building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior.
- B. Primary-Frame Type:
  - 1. Lean-to: Solid member, structural-framing system, designed to be partially supported by another structure.
- C. End-Wall Framing: Manufacturer's standard, for buildings not required to be expandable, consisting of primary frame, capable of supporting one-half of a bay design load, and end-wall columns.
- D. Secondary-Frame Type: Manufacturer's standard purlins and girts.
- E. Eave Height: Manufacturer's standard height, as indicated by nominal height on Drawings.
- F. Roof Slope: 4 inches per 12 inches.
- G. Roof System: Manufacturer's standard exposed fastener, tapered-rib metal roof panels.
- H. Exterior Wall System: Manufacturer's standard exposed-fastener, tapered-rib metal wall panels.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Metal building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."
  - 1. Design Loads: 30 psf snow load; 72 mph wind load.
  - 2. Deflection and Drift Limits: Design metal building system assemblies to withstand serviceability design loads without exceeding deflections and drift limits recommended in AISC Steel Design Guide No. 3 "Serviceability Design Considerations for Steel Buildings."
  - 3. Deflection and Drift Limits: No greater than the following:
    - a. Purlins and Rafters: Vertical deflection of 1/150 of the span.
    - b. Girts: Horizontal deflection of
    - c. span.
    - d. Retain first su 1/120 of the span.
    - e. Metal Roof Panels: Vertical deflection of 1/150 of the span.

### 2.3 STRUCTURAL-STEEL FRAMING

- A. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings."

- B. Bolted Connections: Comply with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- C. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.
- D. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes lean-to frames; rafters, sidewall, end-wall, and corner columns; and wind bracing.
  - 1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly. Provide frame span and spacing indicated.
  - 2. Frame Configuration: Lean-to, with high side connected to and supported by another structure.
  - 3. Exterior Column: Uniform depth.
  - 4. Rafter: Uniform depth.
- E. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly to comply with the following:
- F. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, clips, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating, to comply with the following:
  - 1. Purlins: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; minimum 2-1/2-inch- (64-mm-) wide flanges.
    - a. Depth: As needed to comply with system performance requirements.
  - 2. Girts: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes, with minimum 2-1/2-inch- (64-mm-) wide flanges.
    - a. Depth: As required to comply with system performance requirements.
  - 3. Eave Struts: Unequal-flange, C-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; to provide adequate backup for metal panels.
  - 4. Miscellaneous Structural Members: Manufacturer's standard sections fabricated from cold-formed, structural-steel sheet; built-up steel plates; or zinc-coated (galvanized) steel sheet; designed to withstand required loads.
- G. Canopy Framing: Manufacturer's standard structural-framing system, designed to withstand required loads; fabricated from shop-welded, built-up steel plates or structural-steel shapes. Provide frames with attachment plates and splice members, factory drilled for field-bolted assembly.

## 2.4 METAL ROOF PANELS

- A. Exposed Fastener, Tapered-Rib, Metal Roof Panels: Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.
  - 1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
    - a. Exterior Finish: Two-coat fluoropolymer.
    - b. Color: As selected by Architect from manufacturer's full range.
  - 2. Major-Rib Spacing: 12 inches (305 mm) o.c.
  - 3. Panel Coverage: 36 inches (914 mm).
  - 4. Panel Height: 1.25 inch (19 mm).

## 2.5 METAL WALL PANELS

- A. Exposed Fastener, Tapered-Rib, Metal Wall Panels: Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.
  - 1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
    - a. Exterior Finish: Two-coat fluoropolymer.
    - b. Color: As selected by Architect from manufacturer's full range.
  - 2. Major-Rib Spacing: 12 inches (305 mm) o.c.
  - 3. Panel Coverage: 36 inches (914 mm).
  - 4. Panel Height: 1.25 inch (19 mm).

## 2.6 ACCESSORIES

- A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
  - 1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure

strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same material as metal roof panels.
2. Clips: Manufacturer's standard, formed from steel sheet, designed to withstand negative-load requirements.
3. Cleats: Manufacturer's standard, mechanically seamed cleats formed from steel sheet.
4. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
5. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
6. Thermal Spacer Blocks: Where metal panels attach directly to purlins, provide thermal spacer blocks of thickness required to provide 1-inch (25-mm) standoff; fabricated from extruded polystyrene.

- C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.

1. Closures: Provide closures at eaves and rakes, fabricated of same material as metal wall panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

- D. Flashing and Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match adjacent metal panels.

1. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.

## 2.7 FABRICATION

- A. General: Design components and field connections required for erection to permit easy assembly.

1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.

- B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
- C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
  - 1. Make shop connections by welding or by using high-strength bolts.
  - 2. Join flanges to webs of built-up members by a continuous, submerged arc-welding process.
  - 3. Brace compression flange of primary framing with steel angles or cold-formed structural tubing between frame web and purlin web or girt web, so flange compressive strength is within allowable limits for any combination of loadings.
  - 4. Weld clips to frames for attaching secondary framing if applicable, or punch for bolts.
  - 5. Shop Priming: Prepare surfaces for shop priming according to SSPC-SP 2. Shop prime primary framing with specified primer after fabrication.
- D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll forming or break forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.
  - 1. Make shop connections by welding or by using non-high-strength bolts.
  - 2. Shop Priming: Prepare uncoated surfaces for shop priming according to SSPC-SP 2. Shop prime uncoated secondary framing with specified primer after fabrication.
- E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
  - 1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Before erection proceeds, survey elevations and locations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing, with erector present, for compliance with requirements and metal building system manufacturer's tolerances.
- C. Proceed with erection only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
- B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place unless otherwise indicated.

### 3.3 ERECTION OF STRUCTURAL FRAMING

- A. Erect metal building system according to manufacturer's written instructions and drawings.
- B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.
- C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.
- D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
  - 2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
  - 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  - 1. Level and plumb individual members of structure.
  - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.
- F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
  - 1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt type and joint type specified.
- G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.

1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
2. Locate and space wall girts to suit openings such as doors and windows.
3. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.

H. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.

1. Tighten rod and cable bracing to avoid sag.
2. Locate interior end-bay bracing only where indicated.

### 3.4 METAL PANEL INSTALLATION, GENERAL

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Examination: Examine primary and secondary framing to verify that structural-panel support members and anchorages have been installed within alignment tolerances required by manufacturer.
- D. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
  1. Install metal panels perpendicular to structural supports unless otherwise indicated.
  2. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
  3. Locate and space fastenings in uniform vertical and horizontal alignment.
  4. Locate metal panel splices over structural supports with end laps in alignment.
  5. Lap metal flashing over metal panels to allow moisture to run over and off the material.
- E. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.
  1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.

### 3.5 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.

1. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Metal Roof Panel Installation Tolerances: Shim and align metal roof panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

### 3.6 METAL WALL PANEL INSTALLATION

- A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
  1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
  2. Shim or otherwise plumb substrates receiving metal wall panels.
  3. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
  4. Flash and seal metal wall panels with weather closures at eaves and rakes, and at perimeter of all openings. Fasten with self-tapping screws.
  5. Install screw fasteners in predrilled holes.
  6. Install flashing and trim as metal wall panel work proceeds.
  7. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.
  8. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
- B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.
- C. Installation Tolerances: Shim and align metal wall panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m), noncumulative; level, plumb, and on location lines; and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

### 3.7 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
  1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
  2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
  3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying

rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.

- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
  - 1. Install exposed flashing and trim 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.

### 3.8 CLEANING AND PROTECTION

- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.
- B. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing and accessories.
- C. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
  - 1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 133419

## SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### 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. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2.

#### 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

#### 2.3 SYSTEM DESCRIPTION

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

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper.
- B. Branch Circuits: Copper. Solid for No. 12 AWG and smaller.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values.
- B. Make splices, terminations, and taps that are compatible with conductor material.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

END OF SECTION 260519

## RSECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Metal conduits, tubing, and fittings.
  - 2. Boxes, enclosures, and cabinets.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

### PART 2 - PRODUCTS

#### 2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. EMT: Comply with ANSI C80.3 and UL 797.
- B. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

#### 2.2 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- C. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed Conduit: RNC, Type EPC-40-PVC.
  - 2. Boxes and Enclosures, Aboveground: NEMA 250.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed, Not Subject to Physical Damage: EMT.
- C. Minimum Raceway Size: 1/2-inch.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz.

### 3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- G. Support conduit within 12 inches of enclosures to which attached.
- H. Stub-ups to Above Recessed Ceilings:
  - 1. Use EMT for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

- J. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- K. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- O. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- P. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

### 3.3 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

## SECTION 262726 - WIRING DEVICES

### 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. Receptacles and associated device plates.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

#### 2.2 GENERAL WIRING-DEVICE REQUIREMENTS

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

#### 2.3 STRAIGHT-BLADE RECEPTACLES

- A. Duplex Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

#### 2.4 GFCI RECEPTACLES

- A. General Description:

1. Straight blade type.
2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A.

## 2.5 WALL PLATES

A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum or thermoplastic.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
  - a. Cut back and pigtail, or replace all damaged conductors.
  - b. Straighten conductors that remain and remove corrosion and foreign matter.
  - c. Pigtail existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
2. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
3. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
4. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
5. Use a torque screwdriver when a torque is recommended or required by manufacturer.
6. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
7. Tighten unused terminal screws on the device.
8. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

END OF SECTION 262726

# APPENDIX A HAZARDOUS MATERIAL REPORT



# Limited Asbestos and Lead-based Paint Survey

McCarty Street Building 5  
2413 East McCarty Street  
Jefferson City, Missouri 65101

Project Number: 926140

## PREPARED FOR



State of Missouri - Office of  
Administration  
301 W. High Street, Room 730  
Jefferson City, Missouri 65101  
573.690.6760  
Larry Block  
Project Design Unit Designer

## PREPARED BY

OCCU-TEC, Inc.  
2604 NE Industrial Dr #230  
OCCU-TEC, Inc., Missouri 64117  
816.231.5580

**August 7, 2026**

## Acronyms

|                    |                                                           |
|--------------------|-----------------------------------------------------------|
| ACM                | Asbestos-containing Material                              |
| AHERA              | Asbestos Hazard and Emergency Response Act                |
| CFR                | Code of Federal Regulations                               |
| EPA                | United States Environmental Protection Agency             |
| Hayes              | Hayes Microbial Consulting                                |
| HUD                | United States Department of Housing and Urban Development |
| mg/cm <sup>2</sup> | milligrams per square centimeter                          |
| NESHAP             | National Emission Standards for Hazardous Air Pollutants  |
| NOB                | Non-Friable Organically Bound ACM                         |
| OCCU-TEC           | OCCU-TEC, Inc.                                            |
| ORM                | Other Regulated Materials                                 |
| OSHA               | Occupational Safety and Health Administration             |
| PLM                | Polarized Light Microscopy                                |
| ppm                | parts per million                                         |
| TEM                | Transmission Electron Microscopy                          |
| XRF                | X-Ray Fluorescence Analyzer                               |

## Contents

|                                                       |   |
|-------------------------------------------------------|---|
| EXECUTIVE SUMMARY.....                                | 1 |
| 1.0 INTRODUCTION.....                                 | 2 |
| 2.0 METHODOLOGY .....                                 | 2 |
| 2.1 Asbestos Survey .....                             | 2 |
| 2.2 Lead-Based Paint.....                             | 4 |
| 2.2.1 Visual Inspection and Testing Methodology ..... | 4 |
| 2.2.2 XRF Paint Testing .....                         | 4 |
| 3.0 INVESTIGATION RESULTS .....                       | 5 |
| 3.1 Asbestos Results.....                             | 5 |
| 3.2 Lead-Based Paint Results .....                    | 5 |
| 4.0 LIMITATIONS OF THE SURVEY .....                   | 5 |
| 5.0 SIGNATURE(S).....                                 | 6 |
| 6.0 REFERENCES .....                                  | 7 |

## Appendices

Appendix A - Professional Qualifications

Appendix B - Laboratory Analytical Results and Chain of Custody

Appendix C - XRF Analysis Results

Appendix D - XRF Performance Characteristic Sheet

Appendix E - Photographic Documentation

## EXECUTIVE SUMMARY

OCCU-TEC, Inc. (OCCU-TEC) completed a limited asbestos and lead-based paint assessment of the subject property located at 2413 East McCarty Street, Jefferson City, Missouri at the request of Larry Block at State of Missouri - Office of Administration (STMO - OA). The survey was limited to the exterior of the building.

The survey was completed by Justin Arnold of OCCU-TEC on July 22nd, 2026. The survey was completed in general accordance with the requirements set forth by the Asbestos Hazard and Emergency Response Act (AHERA), the National Emission Standards for Hazardous Air Pollutants (NESHAP), United States Department of Housing and Urban Development (HUD), Missouri Department of Health and Human Services, State of Missouri regulations, and local regulations, as applicable.

During the inspection, OCCU-TEC identified eight (8) suspect asbestos-containing materials (ACMs) that were quantified and sampled. Samples were analyzed by Polarized Light Microscopy (PLM) by Hayes Microbial Consulting (Hayes) of Midlothian, Virginia. Samples are considered ACM if at least one sample from a homogeneous material contains asbestos at a concentration greater than 1-percent by volume. Results of sampling did not indicate the presence of ACMs at the subject property.

During the inspection, OCCU-TEC completed testing of painted surfaces at the subject property using X-ray Fluorescence (XRF) technology. Paint is considered to be lead-based paint if the concentration of lead is greater than or equal to 1.0 milligrams per square centimeter (mg/cm<sup>2</sup>). Lead-based paint was not identified at the subject property during this investigation.

This executive summary has been prepared to provide a brief outline of the activities completed during the investigation and a general overview of the results of the investigation. Additional detail regarding the methodology and results of the investigation are included in the subsequent report. The report should be read in its entirety for a complete understanding of the investigation and results. Key terms and acronyms used throughout this report can be found in the Key Terms and Acronyms Section.

## 1.0 INTRODUCTION

On July 22nd, 2026, Justin Arnold of OCCU-TEC completed a limited asbestos and lead-based paint assessment survey of the McCarty Street Building 5 at the request of Larry Block of STMO - OA. Copies of the inspector's credentials are included in [Appendix A](#).

| Survey Details       |                                                      |
|----------------------|------------------------------------------------------|
| Property Name        | McCarty Street Building 5                            |
| Address              | 2413 East McCarty Street<br>Jefferson City, Missouri |
| Area of Survey       | Exterior of building 5                               |
| Reason for Survey    | Renovation                                           |
| Survey Authorization | Brad Schaefer R2607-01                               |

## 2.0 METHODOLOGY

### 2.1 Asbestos Survey

The asbestos survey was completed in general accordance with accepted industry standards and the requirements of the U.S. Environmental Protection Agency (EPA), as outlined in NESHAP and AHERA regulations (see [Section 7](#) of this report). The survey was completed by an EPA-accredited inspector licensed or accredited by the State of Missouri. Copies of the inspector's credentials are provided in [Appendix A](#).

The survey involved a systematic visual assessment of the subject property to identify suspect ACMs. Suspect ACMs were grouped into homogeneous materials based on type of material, color, texture, and date of application/installation. Once identified, each homogeneous material was categorized into one of three categories, as defined by AHERA: surfacing material, thermal system insulation, or miscellaneous material.

Each material was then assessed for friability. The EPA defines friable ACM as material that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Non-friable ACM is further classified as either:

- **Category I non-friable ACM:** asbestos-containing resilient floor coverings, asphalt roofing products, packings, and gaskets.
- **Category II non-friable ACM:** all other non-friable ACM not included in Category I.

Bulk sampling of suspect homogeneous materials was performed in accordance with AHERA requirements, as follows:

- **Surfacing materials:** Random sampling using the “3-5-7 rule” (3 samples from materials  $\leq 1,000$  square feet.; 5 samples from materials between 1,000 and 5,000 square feet; 7 samples from materials  $> 5,000$  square feet).
- **Thermal system insulation:** A minimum of 3 randomly distributed samples per homogeneous material.
- **Miscellaneous materials:** A minimum of 2 samples per homogeneous material.

It should be noted that the quantity of samples collected may vary from the requirements listed above. If the quantity of samples collected from each homogeneous material varied from the requirements listed above, OCCU-TEC collected samples in accordance with the exceptions listed in the AHERA regulation.

All samples were submitted to Hayes for laboratory analysis. Hayes is accredited by the National Institute of Standards and Technology under the National Voluntary Laboratory Accreditation Program, Lab Code 500096-0. Bulk samples were analyzed using PLM with dispersion staining in accordance with the AHERA regulation.

A material is classified as ACM if at least one sample from a homogeneous material contains asbestos at a concentration greater than 1-percent by volume.

The Homogeneous Materials Table is included in [Appendix C](#) and the Functional Spaces Table is provided in [Appendix D](#).

## 2.2 Lead-Based Paint

The lead-based paint survey was conducted in accordance with HUD and EPA requirements (as referenced in [Section 7](#) of this report), in addition to all applicable state and local regulations. The lead-based paint survey was conducted to determine the presence of lead-based paint components through visual inspection and XRF testing.

### 2.2.1 Visual Inspection and Testing Methodology

Upon arrival at the subject property, a visual survey of the subject property was conducted to give an overview of painting history, determine like building components, and develop a testing strategy for the survey. After the visual inspection, testing was completed, if applicable.

### 2.2.2 XRF Paint Testing

XRF testing was conducted using a Viken Detection Model Pb200e Handheld XRF Lead Paint Analyzer, Serial # 01098, utilizing a Cobalt-57 radioisotope source with an activity level of 5.0 millicuries. XRF results are classified as positive if they are greater than or equal to the stated threshold for the instrument ( $1.0 \text{ mg/cm}^2$ ), and negative if they are less than the threshold.

The XRF was calibrated before beginning the inspection, at the end of the survey, and at least every 4-hours during the testing period. A minimum of three (3) readings were collected during each calibration using a  $1.0 \text{ mg/cm}^2$  calibration block. The Viken Detection XRF Performance Characteristic Sheet, dated September 1<sup>st</sup>, 2022, sets the XRF Calibration Limits as 0.8 to  $1.2 \text{ mg/cm}^2$ . The Performance Characteristic Sheet is provided in [Appendix F](#).

HUD defines lead-based paint as any paint or other surface coating materials that contain lead equal to or in excess of  $1.0 \text{ mg/cm}^2$  or more than 0.5-percent by weight. If there are components that were not tested, they too must be considered lead containing.

Each assay from a wall within the survey area is identified by it's cardinal direction, north, east, south, or west.

## 3.0 INVESTIGATION RESULTS

### 3.1 Asbestos Results

The materials listed below are confirmed to contain asbestos above the Federal EPA level of greater than 1-percent asbestos content, are at trace (less than 1-percent) levels, or were assumed to contain asbestos. A material description, approximate quantities, and locations of the ACM identified at the subject property have been summarized below. Quantities are only an approximation and should be verified by any asbestos abatement contractor who may submit future abatement bids.

**Table 3.1 Laboratory Analysis of Asbestos Containing Materials**

| Sample #                                                 | Sample Description | Material Location | Quantity | Friability | % Asbestos |
|----------------------------------------------------------|--------------------|-------------------|----------|------------|------------|
| No asbestos containing materials within the subject area |                    |                   |          |            |            |

SF = Square Feet  
LF = Linear Feet  
EA = Each

w/ = With  
Rm. = Room

FR = Friable  
NFR=Non-Friable

Laboratory analytical reports and chain-of-custody documentation for suspect ACMs are included in [Appendix B](#).

### 3.2 Lead-Based Paint Results

All materials listed below contain lead above HUD and State of Missouri standards. Material descriptions and locations of lead-based paint identified at the subject property have been summarized below. It should be noted that unique sampling combinations were utilized in order to provide representative readings of the materials tested throughout the area of the survey.

**Table 3.2 Lead-Based Paint Results Summary**

| XRF Reading #                                                         | Material Location | Direction | Description | Color | Result (mg/cm <sup>2</sup> ) |
|-----------------------------------------------------------------------|-------------------|-----------|-------------|-------|------------------------------|
| No lead-based paint located within the subject area of the inspection |                   |           |             |       |                              |

mg/cm<sup>2</sup> = milligrams per cubic centimeter

Complete XRF Analysis Results are presented in [Appendix E](#).

## 4.0 LIMITATIONS OF THE SURVEY

OCCU-TEC identified and collected samples of suspect ACM from the survey area of the subject property that were accessible at the time of the survey. Every reasonable effort was made to access and identify all suspect ACMs.

However, if materials are found that do not match materials sampled, they should be assumed to be ACM and treated as ACM until sampling and laboratory analysis meeting the OSHA requirements is conducted.

Lead-based paint is defined as any paint or other surface coating materials that contain lead equal to or in excess of 1.0 mg/cm<sup>2</sup> or more than five-tenths percent by weight (5000 ppm). Regardless of the lead content identified in the results, OSHA requires employers to ensure that employees are not exposed to lead concentrations exceeding the permissible exposure limit (PEL).

The lead testing data will show all components that were tested and the corresponding results. If there are components that were not tested, they should be considered lead containing until testing results prove otherwise.

For the purposes of this investigation, any material exhibiting the characteristics identified in the Lead-Based Paint Results Summary table should be considered positive for lead-based paint until further sampling can definitively prove otherwise.

This report is provided by OCCU-TEC for the sole reliance by STMO - OA. Any reliance by other parties is forbidden without OCCU-TEC's express written consent. If other parties are granted reliance on this report by OCCU-TEC, said parties are bound by the terms and conditions set forth in the original proposal agreed to by the issuance of notice to proceed by STMO - OA.

## 5.0 SIGNATURE(S)

OCCU-TEC appreciates the opportunity to provide STMO - OA with the above referenced professional services. If you have any questions regarding the contents of this report, please contact us at (816) 231-5580. Thank you for choosing OCCU-TEC.

Respectfully,



Justin Arnold, CIEC  
Project Manager



Erin Anderson  
Project Manager

## 6.0 REFERENCES

The Asbestos Hazard Emergency Response Act (AHERA) – 15 U.S.C Chapter 53, Subchapter II (1986)

Clean Air Act: National Emissions Standards for Hazardous Air Pollutants (NESHAP)- 42 U.S.C § 7401 Section 112 (1970)

NESHAP - 40 CFR § 61

AHERA - 40 CFR § 763 (E): *Interim Method for the Determination of Asbestos in Bulk Insulation Samples*

AHERA - 40 CFR § 763.86

AHERA - 40 CFR § 763.86 subpart (b)(2) through (4)

Housing and Urban Development - 24 CFR Part 35

EPA - 40 CFR Part 745

Interim Method for the Determination of Asbestos in Bulk Insulation Sample - 40 CFR § 763 (E)

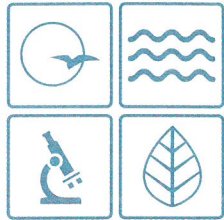
Asbestos General Standard – OSHA – 29 CFR § 1910.1001

Asbestos Construction Standard – OSHA – 29 SFR § 1926.1101

Housing and Urban Development - 24 CFR Part 35, Subpart B, Section 1350.

## **APPENDIX A**

### **PROFESSIONAL QUALIFICATIONS**



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

Mike Kehoe  
Governor

Kurt U. Schaefer  
Director

January 7, 2026

Justin E. Arnold  
2604 NE Industrial Dr. Ste 230  
North Kansas City, MO 64117

**RE: Missouri Asbestos Occupation Certification Card**

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7011010626MOIR13670  
Course Training Date: January 06, 2026  
Missouri Certification Approval Date: January 07, 2026  
Missouri Certification Expiration Date: January 07, 2027

**Note:**

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
  - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

**AIR POLLUTION CONTROL PROGRAM**

Director of Air Pollution Control Program



**STATE OF MISSOURI**  
**DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**LEAD ABATEMENT OCCUPATION LICENSE**

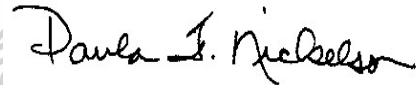
Issued to:

**Justin Arnold**

The person, firm or corporation whose name appears on this certificate has fulfilled the requirements for licensure as set forth in the Missouri Revised Statutes 701.300-701.338, as long as not suspended or revoked, and is hereby authorized to engage in the activity listed below.

**Lead Risk Assessor**  
Category of License

Issuance Date: **8/27/2024**  
Expiration Date: **8/27/2026**  
License Number: **120611-300003622**



Paula F. Nickelson  
Director  
Department of Health and Senior Services

# Certificate of Training

JUSTIN ARNOLD

Has completed the Heuresis Corporation training materials presented on the topic of  
Instrument Operator Training, Pb200i, with regards to the materials licensed by the  
Commonwealth of Massachusetts and the Nuclear Regulatory Commission.

## Instrument Operator Training Heuresis Corporation, Pb200i

I confirm that the above named individual has  
received the training listed on this certificate.

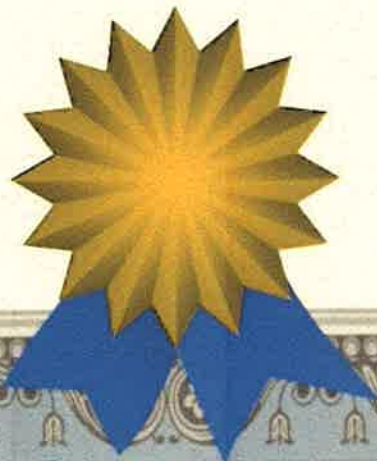
JAMES R. PASMORE 5-19-16

Name

Date

PRESIDENT - AST

Title



I certify that I have received the stated training and  
understand the content presented. I understand  
that I can follow up this training with questions  
from Heuresis Corporation.

[Signature]

Name

5-19-2016

Date

**APPENDIX B**  
**LABORATORY ANALYTICAL RESULTS AND CHAIN OF CUSTODY**

Analysis Report prepared for

## Occu-Tec

**2604 NE Industrial Drive  
Suite 230  
North Kansas City, MO 64117**

**Phone: (816) 994-3420**

**926149  
2413 East McCarty St**

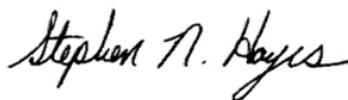
Collected: **July 22, 2026**  
Received: **July 24, 2026**  
Reported: **July 29, 2026**

We would like to thank you for trusting Hayes Microbial for your analytical needs!  
We received 9 samples by FedEx in good condition for this project on July 24th, 2026.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.



Steve Hayes, BSMT (ASCP)  
Laboratory Director  
Hayes Microbial Consulting, LLC.



EPA Laboratory ID: VA01419



DPH License: #PH-0198

**Asbestos PLM Bulk**

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

| # | Sample                                  | Material Description                                          | Non-Fibrous | Non-Asbestos Fibers  | Asbestos Fibers |
|---|-----------------------------------------|---------------------------------------------------------------|-------------|----------------------|-----------------|
| 1 | RM-01-01 - Rolled Roofing Material      | Homogenous / Rubber / Black                                   | 100%        |                      | None Detected   |
|   |                                         | Homogenous / Fibrous / Brown<br><small>Type text here</small> | 2%          | 98% Cellulose Fibers | None Detected   |
|   |                                         | Homogenous / Foam / White                                     | 100%        |                      | None Detected   |
| 2 | RM-01-02 - Rolled Roofing Material      | Homogenous / Rubber / Black                                   | 100%        |                      | None Detected   |
|   |                                         | Homogenous / Fibrous / Brown                                  | 2%          | 98% Cellulose Fibers | None Detected   |
|   |                                         | Homogenous / Foam / White                                     | 100%        |                      | None Detected   |
| 3 | RF-02-01 - White Roof Flashing          | Homogenous / Flashing / White                                 | 100%        |                      | None Detected   |
| 4 | RF-02-02 - White Roof Flashing          | Homogenous / Flashing / White                                 | 100%        |                      | None Detected   |
| 5 | RF-03-01 - Gray Roof Flashing           | Homogenous / Flashing / Gray                                  | 100%        |                      | None Detected   |
| 6 | RF-03-02 - Gray Roof Flashing           | Homogenous / Flashing / Gray                                  | 100%        |                      | None Detected   |
| 7 | WC-04-01 - Window Caulking              | Homogenous / Caulk / White                                    | 100%        |                      | None Detected   |
| 8 | MSC-05-01 - Metal Siding Caulk Silicone | Homogenous / Caulk / Gray                                     | 100%        |                      | None Detected   |
|   |                                         | Homogenous / Caulk / Clear                                    | 100%        |                      | None Detected   |
| 9 | MSC-06-01 - Metal Siding Caulk White    | Homogenous / Caulk / White                                    | 100%        |                      | None Detected   |

Asbestos Analysis Information

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Analysis Details | All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines. |
| PLM Analysis     | All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.                                                                                                                                                                 |
| TEM Analysis     | Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.                                                                                                                                                                                                                                                                                                            |
| Definitions      | 'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.                                                                                                                                                                                                                                                                                                 |
| New York ELAP    | <p>Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing.</p> <p>Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.</p>                                                 |



**Occu-Tec**  
2604 NE Industrial Drive  
Suite 230  
North Kansas City, MO 64117

N

SHIP: FEDEX - PAK 50  
DATE: 07-24-2026



26037031

8181 4579 9599



| Job Number: 926149        |             | Job Name: 2413 East McCarty St |                             | Mobile: 816-810-3276 |            | Email: jarnold@occutech.com |               |       |       |
|---------------------------|-------------|--------------------------------|-----------------------------|----------------------|------------|-----------------------------|---------------|-------|-------|
| Collector: Justin Arnold  |             |                                |                             | Note:                |            |                             |               |       |       |
| Date Collected: 7/22/2026 |             |                                |                             |                      |            |                             |               |       |       |
| Analysis Type             |             | Analysis Methods               |                             | Turnaround Times     |            |                             |               |       |       |
| PLM                       | Bulk        | EPA 600*                       |                             | 3 Hour*              | Same Day*  | 1 Day                       | 2 Day         | 3 Day | 5 Day |
|                           | Point Count | 400 Point*, 1000 Point*        |                             | 3 Hour*              | Same Day*  | 1 Day                       | 2 Day         | 3 Day | 5 Day |
|                           | Vermiculite | EPA 600*, Cincinnati Method    |                             | 3 Hour*              | Same Day*  | 1 Day                       | 2 Day         | 3 Day | 5 Day |
|                           | Soil        | EPA 600*, CARB 435             |                             | 3 Hour*              | Same Day*  | 1 Day                       | 2 Day         | 3 Day | 5 Day |
| TEM                       | Air         | EPA AHERA, NIOSH 7402          |                             | -                    | Same Day   | 1 Day                       | 2 Day         | 3 Day | 5 Day |
|                           | Bulk        | Chatfield                      |                             | -                    | Same Day   | 1 Day                       | 2 Day         | 3 Day | 5 Day |
|                           | Wipe        | ASTM D6480-05                  |                             | -                    | Same Day   | 1 Day                       | 2 Day         | 3 Day | 5 Day |
|                           | Microvac    | ASTM D5755-09                  |                             | -                    | Same Day   | 1 Day                       | 2 Day         | 3 Day | 5 Day |
| PCM                       | Air         | NIOSH 7400                     |                             | 3 Hour               | Same Day   | 1 Day                       | 2 Day         | 3 Day | 5 Day |
| #                         | Group       | Number                         | Sample Name                 | Analysis Type        | Turnaround | Volume / Area               | Stop (+)      |       |       |
| 1                         |             | RM-01-01                       | Roofed Roofing Material     | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 2                         |             | RM-01-02                       | ↓                           | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 3                         |             | RF-02-01                       | White Roof Flashing         | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 4                         |             | RF-02-02                       | ↓                           | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 5                         |             | RF-03-01                       | Gray Roof Flashing          | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 6                         |             | RF-03-02                       | ↓                           | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 7                         |             | WLC-04-01                      | Window Caulking             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 8                         |             | MSL-05-01                      | Metal Siding Caulk Silicone | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 9                         |             | MSL-06-01                      | Metal Siding Caulk White    | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 10                        |             |                                |                             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 11                        |             |                                |                             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 12                        |             |                                |                             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 13                        |             |                                |                             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 14                        |             |                                |                             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 15                        |             |                                |                             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| 16                        |             |                                |                             | EPA 600              | 3 Day      |                             | Yes           |       |       |
| Released by:              |             |                                | Date: 7/22/24               | Received By:         |            |                             | Date: 7-24-24 |       |       |

## **APPENDIX C**

### **XRF ANALYSIS RESULTS**

| Company     | Viken                   |               | <div>Lead Based Paint Inspection</div> <div>McCarty Street Building 5</div> <div>2413 East McCarty Street, Jefferson City, MO 65101</div> <div>OCCU-TEC<br/>Protecting People, Places and Performance</div> |      |             |              |         |          |          |        |              |               |          |        |       |              |       |           |           |      |
|-------------|-------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|--------------|---------|----------|----------|--------|--------------|---------------|----------|--------|-------|--------------|-------|-----------|-----------|------|
| Model       | Pb200e                  |               |                                                                                                                                                                                                                                                                                               |      |             |              |         |          |          |        |              |               |          |        |       |              |       |           |           |      |
| Type        | XRF Lead Paint Analyzer |               |                                                                                                                                                                                                                                                                                               |      |             |              |         |          |          |        |              |               |          |        |       |              |       |           |           |      |
| Serial Num. | 1098                    |               |                                                                                                                                                                                                                                                                                               |      |             |              |         |          |          |        |              |               |          |        |       |              |       |           |           |      |
| App Version | Pb200i-5.3.1            |               |                                                                                                                                                                                                                                                                                               |      |             |              |         |          |          |        |              |               |          |        |       |              |       |           |           |      |
| Job Id      | Reading #               | Concentration | Units                                                                                                                                                                                                                                                                                         | 3 SD | Result      | Action Level | Nom Sec | Date     | Time     | User   | Mode         | Analytic Mode | Floor    | Room   | Side  | Component    | Color | Substrate | Condition | Misc |
| 926149      | 235                     | 0.9           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Calibration | 1            | 5       | 8/4/2026 | 9:52:42  | Justin | Action Level | Lead Paint    |          |        |       |              |       |           |           |      |
| 926149      | 236                     | 0.9           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Calibration | 1            | 5       | 8/4/2026 | 9:52:58  | Justin | Action Level | Lead Paint    |          |        |       |              |       |           |           |      |
| 926149      | 237                     | 0.9           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Calibration | 1            | 5       | 8/4/2026 | 9:53:15  | Justin | Action Level | Lead Paint    |          |        |       |              |       |           |           |      |
| 926149      | 238                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:54:40  | Justin | Action Level | Lead Paint    | Exterior |        | North | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 239                     | 0.4           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:54:49  | Justin | Action Level | Lead Paint    | Exterior |        | North | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 240                     | 0.8           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Negative    | 1            | 5       | 8/4/2026 | 9:55:06  | Justin | Action Level | Lead Paint    | Exterior |        | North | Wall         | White | Metal     | Poor      |      |
| 926149      | 241                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:55:21  | Justin | Action Level | Lead Paint    | Exterior |        | North | Wall         | White | Metal     | Poor      |      |
| 926149      | 242                     | 0             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:55:32  | Justin | Action Level | Lead Paint    | Exterior |        | North | Wall         | White | Metal     | Poor      |      |
| 926149      | 243                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:55:50  | Justin | Action Level | Lead Paint    | Exterior |        | North | Window Frame | White | Metal     | Poor      |      |
| 926149      | 244                     | 0.4           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:56:03  | Justin | Action Level | Lead Paint    | Exterior |        | North | Window Sash  | White | Metal     | Poor      |      |
| 926149      | 245                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:56:35  | Justin | Action Level | Lead Paint    | Exterior |        | North | Door Casing  | Beige | Wood      | Poor      |      |
| 926149      | 246                     | 0.8           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Negative    | 1            | 5       | 8/4/2026 | 9:56:52  | Justin | Action Level | Lead Paint    | Exterior |        | North | Door Casing  | Beige | Metal     | Poor      |      |
| 926149      | 247                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:57:27  | Justin | Action Level | Lead Paint    | Exterior |        | North | Window Frame | White | Vinyl     | Poor      |      |
| 926149      | 248                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:58:11  | Justin | Action Level | Lead Paint    | Exterior |        | West  | Door         | White | Metal     | Poor      |      |
| 926149      | 249                     | 0             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:58:27  | Justin | Action Level | Lead Paint    | Exterior | garage | West  | Door         | White | Metal     | Poor      |      |
| 926149      | 250                     | 0.6           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:58:55  | Justin | Action Level | Lead Paint    | Exterior | garage | West  | Door Casing  | White | Metal     | Poor      |      |
| 926149      | 251                     | 0.5           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:59:05  | Justin | Action Level | Lead Paint    | Exterior | garage | West  | Door Casing  | White | Metal     | Poor      |      |
| 926149      | 252                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:59:20  | Justin | Action Level | Lead Paint    | Exterior | garage | West  | Door Casing  | White | Wood      | Poor      |      |
| 926149      | 253                     | 0             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:59:32  | Justin | Action Level | Lead Paint    | Exterior | garage | West  | Door Casing  | White | Wood      | Poor      |      |
| 926149      | 254                     | 0             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 9:59:59  | Justin | Action Level | Lead Paint    | Exterior |        | West  | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 255                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Negative    | 1            | 2       | 8/4/2026 | 10:00:09 | Justin | Action Level | Lead Paint    | Exterior |        | West  | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 256                     | 0.2           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 10:00:31 | Justin | Action Level | Lead Paint    | Exterior |        | South | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 257                     | 0             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 10:00:44 | Justin | Action Level | Lead Paint    | Exterior |        | South | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 258                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 10:00:56 | Justin | Action Level | Lead Paint    | Exterior |        | South | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 259                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 10:01:12 | Justin | Action Level | Lead Paint    | Exterior |        | South | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 260                     | 0.1           | mg/cm2                                                                                                                                                                                                                                                                                        | 0.3  | Negative    | 1            | 2       | 8/4/2026 | 10:01:32 | Justin | Action Level | Lead Paint    | Exterior |        | South | Wall         | Beige | Metal     | Poor      |      |
| 926149      | 261                     | 1             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Calibration | 1            | 5       | 8/4/2026 | 10:02:17 | Justin | Action Level | Lead Paint    |          |        |       |              |       |           |           |      |
| 926149      | 262                     | 1             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Calibration | 1            | 5       | 8/4/2026 | 10:02:38 | Justin | Action Level | Lead Paint    |          |        |       |              |       |           |           |      |
| 926149      | 263                     | 1             | mg/cm2                                                                                                                                                                                                                                                                                        | 0.2  | Calibration | 1            | 5       | 8/4/2026 | 10:02:52 | Justin | Action Level | Lead Paint    |          |        |       |              |       |           |           |      |

**APPENDIX D**  
**XRF PERFORMANCE CHARACTERISTIC SHEET**

## Performance Characteristic Sheet

**EFFECTIVE DATE:** September 1, 2022

**MANUFACTURER AND MODEL:**

Make: *Heuresis*  
Models: *Model Pb200i, Pb200e*  
Source: *<sup>57</sup>Co, 5 mCi (nominal – new source)*

### FIELD OPERATION GUIDANCE

**OPERATING PARAMETERS:**

Action Level 1.0 mg/cm<sup>2</sup>

**XRF CALIBRATION CHECK LIMITS:**

|                                           |
|-------------------------------------------|
| 0.8 to 1.2 mg/cm <sup>2</sup> (inclusive) |
|-------------------------------------------|

**SUBSTRATE CORRECTION:**

Not applicable

**INCONCLUSIVE RANGE OR THRESHOLD:**

| ACTION LEVEL MODE<br>READING DESCRIPTION                     | SUBSTRATE | THRESHOLD (mg/cm <sup>2</sup> ) |
|--------------------------------------------------------------|-----------|---------------------------------|
| Results not corrected for substrate bias on any<br>substrate | Brick     | 1.0                             |
|                                                              | Concrete  | 1.0                             |
|                                                              | Drywall   | 1.0                             |
|                                                              | Metal     | 1.0                             |
|                                                              | Plaster   | 1.0                             |
|                                                              | Wood      | 1.0                             |

## BACKGROUND INFORMATION

### EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in November 2015, with two separate instruments running software version 2.1-2 in Action Level test mode. The actual source strength of each instrument on the day of testing was approximately 2.0 mCi; source ages were approximately one year.

### OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

### XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> film).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

### SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm<sup>2</sup> for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm<sup>2</sup> at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm<sup>2</sup>. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm<sup>2</sup> NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading})/6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

### EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

#### TESTING TIMES:

In the Action Level paint test mode, the instrument takes the longest time to complete readings close to the Federal standard of 1.0 mg/cm<sup>2</sup>. The table below shows the mean and standard deviation of actual reading times by reading level for paint samples during the November 2015 archive testing. The tested instruments reported readings to one decimal place. No significant differences in reading times by substrate were observed. These times apply only to instruments with the same source strength as those tested (2.0 mCi). Instruments with stronger sources will have shorter reading times and those with weaker sources, longer reading times, than those in the table.

| Mean and Standard Deviation of Reading Times in Action Level Mode by Reading Level |                             |                              |
|------------------------------------------------------------------------------------|-----------------------------|------------------------------|
| Reading (mg/cm <sup>2</sup> )                                                      | Mean Reading Time (seconds) | Standard Deviation (seconds) |
| < 0.7                                                                              | 3.48                        | 0.47                         |
| 0.7                                                                                | 7.29                        | 1.92                         |
| 0.8                                                                                | 13.95                       | 1.78                         |
| 0.9 – 1.2                                                                          | 15.25                       | 0.66                         |
| 1.3 – 1.4                                                                          | 6.08                        | 2.50                         |
| ≥ 1.5                                                                              | 3.32                        | 0.05                         |

#### CLASSIFICATION OF RESULTS:

XRF results are classified as **positive** if they are **greater than or equal** to the stated threshold for the instrument (1.0 mg/cm<sup>2</sup>), and *negative* if they are *less than* the threshold.

#### DOCUMENTATION:

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at <http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997>.

This XRF Performance Characteristic Sheet (PCS) was developed by QuanTech, Inc., under a contract with the XRF manufacturer.

## **APPENDIX E**

### **PHOTOGRAPHIC DOCUMENTATION**

2413 East McCarty Street  
Jefferson City, Missouri



Description: IMG 1784926122097927000



Description: IMG 1784926123393202000