PROJECT MANUAL

Replace Roof – USPFO Building
Ike Skelton Training Site
Jefferson City, Missouri

Designed By: Klingner & Associates, PC
907 East Ash
Columbia, MO 65201

Date Issued: April 27th, 2021

Project No.: T2040-01
SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: T2040-01

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

H. Michael Carter, Architect
AIA-006846
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**The following documents may be found on MissouriBUYS at https://missouribuys.mo.gov/**

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**APPENDIX 1**

Asbestos Inspection Report 16
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:

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END OF SECTION 000115
SECTION 001116 - INVITATION FOR BID

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

2.0 PROJECT TITLE AND NUMBER:
A. Replace Roof – USPFO Building
   Ike Skelton Training Site
   Jefferson City, Missouri
   Project No.: T2040-01

3.0 BIDS WILL BE RECEIVED:
A. Until: 1:30 PM, Thursday, July 1, 2021
B. Only electronic bids on MissouriBUYS shall be accepted: https://missouribuys.mo.gov. Bidder must be registered to bid.

4.0 DESCRIPTION:
A. Scope: The project includes a complete tear-off of existing EPDM membrane roof system and installation of new TPO membrane system.
B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.
C. **NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:
A. Place/Time: 10:00 AM, Tuesday, June 15, 2021, at Ike Skelton Training Site Pavilion: 2001 Retention Road – Building 403, Jefferson City, MO 65101
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 $30 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:
B. Project Manager: Joseph Schaeffer, (573) 638-9500 ext. 39692

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

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

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

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

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

E. If you want to verify that you are uploading documents correctly, we encourage you to submit a fake bid early. Label the fake bid as such to distinguish it from the real bid. The contracts person you contact will let you know if your “bid” was received successfully. Please contact Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov OR Mandy Roberson: 573-522-0074.

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

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 14.0, Section D1:

As of July 1, 2020, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.
SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

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

2.0 - BID DOCUMENTS

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

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

3.0 - BIDDERS' OBLIGATIONS

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

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

4.0 - INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

6.0 - SIGNING OF BIDS

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

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

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

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

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

7.0 - RECEIVING BID SUBMITTALS

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

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

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

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

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

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

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

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

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

9.0 - AWARD OF CONTRACT

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

B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.

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

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

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

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

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

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

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

The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

**10.0 - CONTRACT SECURITY**

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

**11.0 - LIST OF SUBCONTRACTORS**

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

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


13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

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

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

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 - MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. “MBE” means a Minority Business Enterprise.

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

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


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


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

8. “SERVICE-DISABLED VETERAN ENTERPRISE” has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.
B. MBE/WBE/SDVE General Requirements:

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

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

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

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

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

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

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

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

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

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

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

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.

2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)’s online MBE/WBE directory (https://apps1.mo.gov/oeo/). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management’s online SDVE directory (http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteranbusiness-enterprise-sdve-information) or the Department of Veterans Affairs’ directory (https://www.vip.vetbiz.gov/).

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

E. Waiver of MBE/WBE/SDVE Participation:

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

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

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

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

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor’s bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
   a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or
   b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.

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

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

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

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

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

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

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

Contractor Name and Address
hereinafter called the "Contractor,"

and the State of Missouri, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of Public Safety, Missouri National Guard.

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: Replace Roof – USPFO Building
Ike Skelton Training Site
Jefferson City, Missouri

Project Number: T2040-01

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 75 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 $500 per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.
ARTICLE 4. CONTRACT SUM

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

- Base Bid: $____
- Alternate No. 1: $____
- Alternate No. 2: $____

**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

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

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

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

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

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

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

**Total** $____

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

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

Contract documents shall consist of the following component parts:

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

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

APPROVED:

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

________________________________________
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
First being duly sworn on oath states: that

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

☐ sole proprietorship ☐ partnership
☐ limited liability company (LLC)

or ☐ corporation, and as such, said proprietor, partner, or officer is duly authorized to make this affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as

PROJECT TITLE

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

PRINT NAME & SIGNATURE DATE

NOTARY INFORMATION

STATE OF COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF YEAR

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

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

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

WHEREAS, the Principal has, by means of a written agreement dated the ________________________________ 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 pa yment 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

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

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<thead>
<tr>
<th>SPECIFIED PRODUCT</th>
<th>SUBSTITUTION REQUEST</th>
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<td>NAME, BRAND</td>
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PREVIOUS INSTALLATIONS

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<th>PROJECT</th>
<th>ARCHITECT/ENGINEER</th>
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<td>LOCATION</td>
<td>DATE INSTALLED</td>
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SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

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________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
REASON FOR SUBSTITUTION


DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

☐ YES  ☐ NO  
IF YES, EXPLAIN ____________________________________________


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

☐ YES  ☐ NO

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

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

BIDDER/CONTRACTOR ____________________________________ DATE __________

REVIEW AND ACTION

☐ Resubmit Substitution Request with the following additional information:


☐ Substitution is accepted.

☐ Substitution is accepted with the following comments:


☐ Substitution is not accepted.

ARCHITECT/ENGINEER ____________________________________ DATE __________
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 Document
MBE/WBE/SDVE PROGRESS REPORT

Remit with ALL Progress and Final Payments
(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

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<tr>
<th>PROJECT TITLE</th>
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<th>ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment)</th>
<th>TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment)</th>
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THE TOTAL MBE/WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: $

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<th>SELECT MBE, WBE, SDVE</th>
<th>TOTAL AMOUNT OF SUBCONTRACT</th>
<th>$ AMOUNT PAID-TO-DATE</th>
<th>CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME</th>
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Revised 05/21
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 Missouri, and completed on the ______ day of ______ 20___

(SIGNATURE)

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSE OR BLACK INK RUBBER STAMP SEAL

SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

USE RUBBER STAMP IN CLEAR AREA BELOW

FILE: Closeout Documents
# GENERAL CONDITIONS

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SECTION 007213 - GENERAL CONDITIONS

A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

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

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

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

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

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

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


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

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

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

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


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

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


ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

1. Against recipients of service on the basis of
race, color, religion, national origin, sex,
disability or age.

2. Against any employee or applicant, for
employment on the basis of race, color,
religion, national origin, sex or otherwise
qualified disability status.

3. Against any applicant for employment or
employee on the basis of age, where such
applicant or employee is between ages 40 and
70 and where such Contractor employs at least
20 persons.

4. Against any applicant for employment or
employee on the basis of that person's status as
a disabled or Vietnam-era veteran.

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

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

1. A written policy statement committing the
total organization to affirmative action and
assigning management responsibilities and
procedures for evaluation and dissemination;

2. The identification of a person designated to
handle affirmative action;

3. The establishment of non-discriminatory
selection standards, objective measures to
analyze recruitment, an upward mobility
system, a wage and salary structure, and
standards applicable to lay-off, recall,
discharge, demotion and discipline;

4. The exclusion of discrimination from all
collective bargaining agreements; and

5. Performance of an internal audit of the
reporting system to monitor execution and to
provide for future planning.

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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.

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 thereunder 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 the 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 the performance by the Contractor of this contract and to claims or liens for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

ARTICLE 1.11 - INDEMNIFICATION

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

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

ARTICLE 1.12 - DISPUTES AND DISAGreements

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

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

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

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

F. The Owner shall have the right to direct the Contractor to uncover any completed work.
   1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
   2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

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

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

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

E. When a material has been approved, no change in brand or make will be permitted unless:
   1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
   2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

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

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity. Submit four (4) copies to the Designer and additional copies as required for the subcontractors and material suppliers. Also provide copies to meet the requirements for maintenance manuals.

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

C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.

D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:
   1. It is in the best interest of the Owner
   2. It does not increase the contract sum and/or completion time
   3. It does not deviate from the design intent
   4. It is without prejudice to any and all rights under the surety bond.

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

B. Extended Warranty

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

**ARTICLE 3.5 – OPERATION AND MAINTENANCE MANUALS**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3.7 -- SUBCONTRACTS

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

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

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

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

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

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

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

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

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

2. Labor strikes or acts of God occur, OR

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

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

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

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 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. The 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 5.2 -- 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, 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.
days notice before the inspection shall be performed.

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

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

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

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

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

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

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

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

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

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

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
2. Delivery is made in accordance with the time frame on the approved schedule.
3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.

4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.

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

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

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

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

1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or
items. The cost of corrective action(s) shall be borne by the Contractor.

2. A reasonable doubt that this contract can be completed for the unpaid balance.

3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.

4. Failure of the Contractor to update the construction schedule.

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

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

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

2. The final payment shall not become due until the Contractor delivers to the Construction Representative:

a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor.

c) Certified copies of all payrolls

d) As-built drawings

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

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

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

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

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

B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.
ARTICLE 6.2 – INSURANCE

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

B. Minimum Scope and Extent of Coverage

1. General Liability

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

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

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 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.
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 in excess of the Contractor's insurance and shall not contribute with it.

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

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

2. Automobile Insurance

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

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

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

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

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

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

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

ARTICLE 7.3 -- FOR CONVENIENCE

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

B. Upon receipt of notification, the Contractor shall:

1. Cease operations when directed.

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

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

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

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

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

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

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

2.0 CONTACTS:
   Designer: John Neyens
   Klingner & Associates
   907 East Ash, Columbia, MO 65201
   Telephone: 573-355.5988
   Email: jjn@klingner.com

   MONG Construction
   Representative / Project Manager: Joseph Schaefer
   Missouri National Guard
   6819A N Boundary Road, Jefferson City, MO 65101
   Telephone: 573-638-9500 ext. 39692
   Email: joseph.e.schaefer10.nfg@mail.mil

   FMDC Project Manager: Jared Cook
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 730
   Jefferson City, Missouri 65102
   Telephone: 573-690-6733
   Email: jared.cook2@oa.mo.gov

   Contract Specialist: Paul Girouard
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 730
   Jefferson City, Missouri 65102
   Telephone: 573-751-4797
   Email: paul.girouard@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.

6.0 ENVIRONMENTAL MANAGEMENT SYSTEM (eMS):
   The Missouri Army National Guard (MOARNG) has implemented an Environmental Management
   System (eMS). One of the key components of the eMS is the establishment of an Environmental Policy
   that must be communicated to all persons working for or on behalf of the organization including all
   suppliers and contractors. This policy stresses commitment to compliance with accepted environmental
   practices, and meeting or exceeding applicable environmental requirements, legal and otherwise. This
   policy also stresses commitment to waste minimization, pollution prevention, and management of
   personnel, processes, real property, and materials in a manner to reduce environmental impacts. The
   policy is available upon request to all parties by contacting the Environmental Management Office at
   (573) 638-9514.
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 28
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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: ____________________________ March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations
<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
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<tr>
<td>Asbestos Worker</td>
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<td>Groundman</td>
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<td>Tile Setter</td>
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<td>Group V</td>
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<td>Painter</td>
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<td>Group IV</td>
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</tbody>
</table>

*The Division of Labor Standards received less 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.
<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
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<tr>
<td>Carpenter</td>
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<tr>
<td>Laborer</td>
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<td>Skilled Laborer</td>
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<td>Operating Engineer</td>
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<td>Truck Driver</td>
<td>*$26.79</td>
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<tr>
<td>Truck Control Service Driver</td>
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</tr>
</tbody>
</table>

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

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

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

*The Division of Labor Standards received less than 1,000 reportable hours 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

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

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

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

HOLIDAYS

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

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

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of the replacement of the existing roofing system and related ancillary components.
   1. Project Location: USPFO Building, Ike Skelton Training Site, 7101 Military Circle, Jefferson City, Missouri.
   2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.

B. Contract Documents, dated April 27, 2021 were prepared for the Project by Klingner & Associates, P.C, 907 East Ash, Columbia, Missouri.

C. The Work consists of a complete tear-off of existing EPDM membrane roof system and installation of new TPO membrane system.
   1. Work includes removal of existing EPDM membrane, rigid insulation board, crickets and existing metal coping. New roof system shall include 60 mil TPO membrane roof fully adhered over mechanically attached ½” HD cover board over two layers of 2 ½” polyiso insulation over existing metal roof deck. New metal coping systems shall be installed at all parapets. A roof access opening will be cut into metal roof deck and new roof hatch and steel ladder shall be installed. Work to include tapered insulation and crickets as required to create positive slope to all drains. Work to include walk mats and all associated flashings, terminations and sealants as required for a complete roof installation.

D. The Work will be constructed under a single prime contract.

1.3 WORK SEQUENCE

A. The Work will be conducted in one phase.

1.4 CONTRACTOR USE OF PREMISES

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

1.5 OCCUPANCY REQUIREMENTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000
SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section includes administrative and procedural requirements governing allowances.
   B. Types of allowances include the following:
      1. Weather allowances.
   C. Related Sections include the following:
      1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
      2. Division 1 Section "Unit Prices" for procedures for using unit prices.

1.3 WEATHER ALLOWANCE
   A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).
   B. The Contractor’s progress schedule shall clearly indicate the bad weather day allowance as an “activity” or “activities”. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.
   C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.
   D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.
   E. Once this allowance is depleted, a no cost Change Order time extension will be executed for “bad weather” days, as defined above, encountered during the remainder of the Project.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. Weather Allowance: Included within the completion period for this Project five (5) “bad weather” days.

END OF SECTION 012100
SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Quantities of Units to be included in the Base Bid are indicated in Section 004322 – Unit Prices.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Unit Prices.

B. Related Sections include the following:
   1. Division 1 Section "Allowances" for procedures for using Unit Prices to adjust quantity allowances.
   2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit Price is an amount proposed by bidders, stated on the Bid Form Attachment 004322 a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit Prices include all necessary material plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of Unit Prices. Methods of measurement and payment for Unit Prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of Work in-place that involves use of established Unit Prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of Unit Prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each Unit Price.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1 – Existing Metal Deck Replacement:
   1. Description: Replacement of existing metal roof deck that is found to be in need of replacement during the existing roof tear off process according to Division 070152, Section 3.4 "Existing Metal Roof Deck."
   2. Unit of Measurement: Square Feet.
   3. Base Bid Quantity: 10 Square Feet.

END OF SECTION 012200
SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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

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

1.4 PROCEDURES

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

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

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

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: In lieu of 60 mil thick TP membrane, provide an 80 mil thick TPO membrane with 30 year Total System Warranty. Refer to Division 07 Section “TPO Membrane Roofing” for additional information.
B. Alternate No. 2: Add a fleeceback liner to the membrane described in Alternate No. 1 to provide a total fleeceback thickness of 135 mil. Refer to Division 07 Section “TPO Membrane Roofing” for additional information.

END OF SECTION 012300
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.
   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 RFIIs 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
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Division 1, Section 013300 - Submittals

C. Division 1, Section 012600 – Contract Modification Procedures

1.2 SUMMARY

A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

B. Support: E-Builder® will provide on-going support through on-line help files.

C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties’ obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.

E. Authorized Users: Access to the web site will be by individuals who are authorized users.

1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: https://oa.mo.gov/facilities/vendor-links/contractor-forms. Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.
2. Authorized users will be contacted directly and assigned a temporary user password.
3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.

F. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:

1. Document Integrity and Revisions:
   a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
   b. The system shall make it easy to identify revised or superseded documents and their predecessors.
   c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.

2. Document Security:
   a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

3. Document Integration:
   a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.

4. Reporting:
   a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.

5. Notifications and Distribution:
   a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

6. Required Document Types:
   a. RFI, Request for Information.
b. Submittals, including record numbering by drawing and specification section.
c. Transmittals, including record of documents and materials delivered in hard copy.
d. Meeting Minutes.
e. Application for Payments (Draft or Pencil).
f. Review Comments.
g. Field Reports.
h. Construction Photographs.
i. Drawings.
j. Supplemental Sketches.
k. Schedules.
l. Specifications.
m. Request for Proposals
n. Designer’s Supplemental Instructions
o. Punch Lists

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
   a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
   b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
   c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
   1. Providing suitable computer systems for each licensed user at the users normal work location\(^1\) 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\(^2\) and software requirements:

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\(^1\) The normal work location is the place where the user is assigned for more than one-half of his time working on this project.
\(^2\) The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.
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
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
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.
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.

<table>
<thead>
<tr>
<th>SPEC SECTION</th>
<th>TITLE</th>
<th>CATEGORY</th>
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<tbody>
<tr>
<td>061000</td>
<td>Rough Carpentry</td>
<td>Product Data</td>
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<tr>
<td>061000</td>
<td>Rough Carpentry</td>
<td>Certification</td>
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<tr>
<td>075420</td>
<td>TPO Membrane Roofing</td>
<td>Shop Drawings</td>
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<td>Test Report</td>
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<td>Operation / Maintenance Manual</td>
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<td>Sheet Metal Flashing and Trim</td>
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<td>079200</td>
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<td>Joint Sealant</td>
<td>Sample</td>
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END OF SECTION 013300
SECTION 013513 – SITE SECURITY AND HEALTH REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

A. List of required submittals:

1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.

2. Schedule of proposed shutdowns, if applicable.

3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

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

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

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

D. All construction personnel shall visibly display issued identification cards.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

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

1. Onsite burning is prohibited.

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

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

B. The Contractor shall not obstruct streets or walks without permission from the Owner’s Construction Representative and Facility Representatives.

C. The Contractor’s personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.

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

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

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

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

H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor’s workers shall not be under the influence of any intoxicating substances while on the Facility premises.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.

2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to FMDCSecurity@oa.mo.gov a list of the names of the Contractor’s employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director’s discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks
3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor’s employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee’s fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

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

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

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

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

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

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

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

END OF SECTION 013513
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. Water service and distribution
   2. Temporary electric power and light
   3. Sanitary facilities, including drinking water

C. Support facilities include, but are not limited to, the following:
   1. Field offices and storage sheds
   2. Temporary enclosures
   3. Hoists and temporary elevator use
   4. Temporary project identification signs and bulletin boards
   5. Waste disposal services
   6. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, the following:
   1. Temporary fire protection
   2. Barricades, warning signs, and lights
   3. Sidewalk bridge or enclosure fence for the site
   4. Environmental protection

1.3 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

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”.

1.4 PROJECT CONDITIONS

A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

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

B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.
   1. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
   2. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.

C. Water: Provide potable water approved by local health authorities.

D. Open-Mesh Fencing: Provide 0.120” (3mm) thick, galvanized 2” (50mm) chainlink fabric fencing 6’ (2m) high with galvanized steel pipe posts, 1½” (38mm) ID for line posts and 2½” (64mm) ID for corner posts.

2.2 EQUIPMENT

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

B. Water Hoses: Provide ¾” (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100’ (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect
separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

E. 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.

F. 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. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.

B. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.

C. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs.

1. Shield toilets to ensure privacy.
2. Provide separate facilities for male and female personnel.
3. Provide toilet tissue materials for each facility.

D. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

1. Provide paper towels or similar disposable materials for each facility.
2. Provide covered waste containers for used material.
3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

E. Drinking-Water Facilities: Provide drinking-water, including paper cup 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 Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.

D. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
   1. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

E. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.

B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.
   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
   2. Store combustible materials in containers in fire-safe locations.
   3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.

D. Covered Walkway: Erect a structurally adequate, protective covered walkway for passage of persons at building entrances. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.

1. Construct covered walkways using scaffold or shoring framing. Provide wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.

2. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

E. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the Contractor’s property. The Owner reserves the right to take possession of project identification signs.

END OF SECTION 015000
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 impending drainage or traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least once each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.

4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

B. Site

1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

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

C. Structures
1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

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. Remove petrochemical spills, stains, and other foreign deposits.
3. Remove tools, construction equipment, machinery, and surplus material from the site.
4. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
5. Remove labels that are not permanent labels.
6. 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.
7. Leave the Project clean and ready for occupancy.

C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

D. 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 024100 - DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Work includes tear-off of existing EPDM roof, ½” cover board and one layer of 2 ½” insulation as noted on plans. Work also include removal of existing metal coping and counterflashing at parapet walls.

B. Lead testing has not been performed on existing materials. Contractor shall notify Architect/Engineer if suspicious material is encountered.

PART 2 - EXECUTION

2.1 JOB CONDITIONS AND WORKMANSHIP

A. Contractor is advised that once demolition of roof materials is commenced, work shall proceed quickly and continuously until complete tear-off is finished.

B. Exercise care in removal of material to prevent damage to existing construction.

C. Keep material wetted to minimize dust. Exercise care that wetting procedures do not damage existing building structure/contents to remain intact.

D. Contractor shall be responsible for removal and disposal of all debris promptly as work progresses.

2.2 EXISTING CONDITIONS/INSPECTION

A. During demolition procedures, this contractor shall take all precautions to protect against personal and public injuries. Erect safety walkways where necessary. Provide dust protection barriers to prevent dust infiltration into occupied areas of existing building.

B. Obtain all necessary demolition permits, land fill disposal permits, etc. necessary for proper and authorized execution of the work.

END OF SECTION 024100
PART 1 - GENERAL

1.1 SUMMARY
   A. This Section includes the following:
      1. Wood blocking and nailers.

1.2 SUBMITTALS
   A. Product Data: For each type of process and factory-fabricated product.
      1. Include data for wood-preservative treatment from chemical treatment manufacturer and
certification by treating plant that treated materials comply with requirements.

   B. Research/Evaluation Reports: For the following, showing compliance with building code in
effect for Project:
      1. Wood-preservative-treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL
   A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency
is indicated, provide lumber that complies with the applicable rules of any rules-writing agency
certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the
ALSC Board of Review to inspect and grade lumber under the rules indicated.
       1. Factory mark each piece of lumber with grade stamp of grading agency.
       2. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER
   A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in
contact with the ground and is continuously protected from liquid water may be treated
according to AWPA C31 with inorganic boron (SBX)].
       1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no
arsenic or chromium.

   B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

   C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board
of Review.

   D. Application: Treat all rough carpentry, unless otherwise indicated:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

2. Wood blocking and similar concealed members in contact with masonry or concrete.

2.3 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

   1. Blocking.
   2. Nailers.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 19 percent maximum moisture content of any species.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000
PART 1 - GENERAL

1.1 SUMMARY
   A. This Section includes the following:
      1. Roof tear-off.

1.2 QUALITY ASSURANCE
   A. Installer Qualifications: Installer of new membrane roofing system.

1.3 PROJECT CONDITIONS
   A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
      1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired.
      2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.
   B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
   C. Limit construction loads on roof to stay within original design loads.
   D. Weather Limitations: Proceed with rerooing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

PART 2 - PRODUCTS

2.1 AUXILIARY REROOFING MATERIALS
   A. General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new membrane roofing system.
   B. Base Sheet Fasteners: Capped head, factory-coated steel fasteners, listed in FMG's "Approval Guide."
PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

B. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

C. Verify that rooftop utilities and service piping have been shut off before commencing Work.

3.2 ROOF TEAR-OFF

A. General: Notify Owner each day of extent of roof tear-off proposed.

B. Roof Tear-Off: Remove existing roofing membrane and one layer insulation or recovery board.

3.3 EXISTING BASE FLASHINGS

A. Remove existing base flashings around parapets, curbs, walls, and penetrations.

1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.

3.4 EXISTING METAL ROOF DECK

A. During roof tear-off inspect the existing metal roof for areas of corrosion. If there are areas of corrosion, notify Architect to determine need for replacement. If it is determined that areas of metal deck need to be replaced, then replacement must proceed in accordance with administrative procedural requirements for unit prices as defined in Division 012200, Section 1.4 and 3.1.

3.5 DISPOSAL

A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Transports demolished materials off Owner’s property and legally dispose of them.

C. Obtain all necessary demolition permits, land fill disposal permits, etc. necessary for proper and authorized execution of the work.

END OF SECTION 070152
SECTION 075420 – TPO MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Adhered membrane roofing system.
   2. Roof system accessories
   3. Roof insulation.
   4. Metal coping and fascia.

B. Related Sections include the following:
   1. Division 06 – Section 061000 “Rough Carpentry” for wood nailers and blocking.
   2. Division 07 – Section 07600 “Sheet Metal Flashing & Trim” for roof edge drainage systems.
   3. Division 07 – Section 075420 “Joint Sealants”

1.2 EXTENT OF WORK

A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of the 60-mil thick white reinforced TPO (Thermoplastic Polyolefin) membrane Roofing System including flashings, insulation and cover board as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.

B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.

C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

1.3 SUBMITTALS

A. Prior to starting work, the roofing contractor must submit the following:
   1. Shop drawings showing layout, details of construction and identification of materials.
   2. A sample of the manufacturer's Membrane System Warranty.
   3. Product Data: For each product indicated
   4. Maintenance data
   5. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.

B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.
1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.

B. Comply with the manufacturer's written instructions for proper material storage.
   1. Store membrane in the original undisturbed plastic wrap in a cool, shaded area. Membrane that has been exposed to the elements for approximately 7 days must be prepared with Membrane Cleaner prior to hot air welding.
   2. Store curable materials (adhesives and sealants) between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
   3. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.

C. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.

D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.5 PRECONSTRUCTION CONFERENCE

A. A pre-bid meeting will be held at the job site at a time as scheduled by Owner’s rep.

B. Prior to bid submittal, the roofing contractor should schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or prior to such a meeting.

C. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

1.6 WORKMANSHIP

A. Applicators installing new roof, flashing, roof edge and related work shall be factory trained and approved by the manufacturer they are representing.

B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

C. There shall be a supervisor on the job site at all times while work is in progress.

1.7 QUALITY ASSURANCE

A. The Membrane Roofing System must achieve a UL Class B.

B. Roof design shall meet a FM 1A-90 rating.

C. The membrane must be manufactured by the material supplier. Manufacturer’s supplying membrane made by others are not acceptable.
D. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.

E. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply TPO roofing systems and having installed at least one (1) roofing application or several similar systems of equal or greater size within one year.

F. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.

G. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer’s installation procedures must be supported by a written certification on the manufacturer’s letterhead and presented for the specifier’s consideration.

H. The TPO White membrane shall meet CRRC (Cool Roof Rating Council) for reflectance and emittance. When tested in accordance with ASTM C1549, the White material shall have an initial solar reflectance of 0.79 and a 3-year aged reflectance of 0.70. The material shall also have been tested for emittance in accordance with ASTM C1371; an initial emittance of .90 and a 3-year aged emittance of 0.86 were achieved.

I. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer’s final inspection.

1.8 JOB CONDITIONS, CAUTIONS AND WARNINGS

A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.

B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.

C. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

D. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.

E. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.

F. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
G. New roofing shall be complete and weather tight at the end of the work day.

H. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

1.9 WARRANTY

A. Provide manufacturer’s 20 years Total System Warranty covering both labor and material with no dollar limitation. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.

B. Warranty for Alternate Bid Numbers 1 & 2 shall be manufacturer’s 30 years Total System Warranty covering both labor and material with no dollar limitation. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.

C. Pro-rated System Warranties shall not be accepted.

D. Evidence of the manufacturer’s warranty reserve shall be included as part of the project submittals for the specifier’s approval.

PART 2 - PRODUCTS

2.1 GENERAL

A. All products (including insulation, fasteners, fastening plates, prefabricated accessories and edgings) must be manufactured and/or supplied by the roofing system manufacturer and covered by the warranty

2.2 MANUFACTURERS

A. Basis-Of-Design: Carlisle Syntec – “Sure-Weld” TPO

B. Other Acceptable Manufactures:
   1. Firestone
   2. Versico

2.3 MEMBRANE

A. Base Bid: Furnish 60-mil thick white reinforced TPO (Thermoplastic Polyolefin) membrane as needed to complete the roofing system. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal 15 mil thick or greater. Membrane sheets in rolls 12’, 10’ or 8’ wide by 100’ long.

B. Alternate Bid No. 1 (in-lieu of 60 mil thick TPO membrane): 80 mil thick white reinforced TPO membrane as needed to complete the roof system. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal 34 mil thick or greater. Membrane sheets in rolls 12’, 10’ or 8’ wide by 100’ long.

C. Alternate Bid No. 2 (add to Alternate Bid No 1): Fleeceback liner to be added to 80 mil membrane for a total Fleeceback membrane thickness of 135 mil.
2.4 INSULATION/COVER BOARD

A. When applicable, insulation shall be installed in multiple layers. Both layers shall be mechanically attached (at metal deck) and both layers shall be adhered at concrete deck in accordance with the manufacturer's published specifications.

B. Cover Board: ½” high density polyiso insulation panel as supplied by roofing manufacturer. 2.5 R-Value. Must meet following ASTM testing standards: D1621, D2126, C209, C518 & D3273.

C. Insulation shall be 2 inch polyisocyanurate as supplied by Roofing Manufacturer. Minimum R-value required is R-22.8

1. Polyisocyanurate – A foam core insulation board covered on both sides with a medium weight fiber-reinforced felt facer meeting ASTM C1289-06, Type II, Class 1, Grade 2 (20 psi) or Grade 3 (25 psi). The product is available in 4’ x 8’ standard size with a thickness from 1 to 4 inches. 4’ x 4’ tapered panels are also available.

2. Insulation of the same type by Membrane Manufacturer

2.5 ADHESIVES AND CLEANERS

A. All products shall be furnished by The Roofing Manufacturer and specifically formulated for the intended purpose.

B. Bonding Adhesive: A high-strength, synthetic rubber adhesive used for bonding membrane to various surfaces. The adhesive is applied to both the membrane and the substrate at a coverage rate of approximately 60 square feet per gallon per finished surface (includes coverage on both surfaces).

C. Low VOC Bonding Adhesive for TPO: This product meets the <250 gpl VOC (volatile organic compound) content requirements of the OTC Model Rule for Single-Ply Roofing Adhesives. A high strength, solvent-based contact adhesive that allows bonding of TPO membrane to various porous and non-porous substrates. Apply at a rate of 60 ft² per gallon finished surface. Available in 5 gallon pails.

D. Low VOC Bonding Adhesive: This product meets the <250 gpl VOC (volatile organic compound) content requirements of the OTC Model Rule for Single Ply Roofing Adhesives. A high strength, solvent-based contact adhesive that allows bonding of TPO membrane to various porous and non-porous substrates. Apply at a rate of 60 ft² per gallon finished surface. Available in 5-gallon cans.

E. Cut-Edge Sealant: A white or clear colored sealant used to seal cut edges of reinforced membrane. A coverage rate of approximately 225 - 275 linear feet per squeeze bottle can be achieved when a 1/8" diameter bead is applied.

F. Water Cut-Off Mastic: Used as a mastic to prevent moisture migration at drains, compression terminations and beneath conventional metal edging (at a coverage rate of approximately 10' per tube or 100' per gallon).

G. Universal Single-Ply Sealant: A 100% solids, solvent free, voc free, one part polyether sealant that provides a weather tight seal to a variety of building materials. It is white in color and is used for general caulking such as above termination bars and metal counter flashings and at scuppers.
H. Thermoplastic One-Part Pourable Sealer: A one-part, moisture curing, elastomeric polyether sealant used to fill TPO Molded Pourable Sealant Pockets. Packaged in 4, 2-liter foil pouches inside a reusable plastic bucket. 1 pouch will fill 2 TPO Molded Pourable Sealant Pockets.

I. Weathered Membrane Cleaner: Used to prepare membrane for heat welding that has been exposed to the elements or to remove general construction dirt at an approximate coverage rate of 400 square feet per gallon (one surface).

J. TPO Primer: A solvent-based primer used to prepare the surface of Membrane prior to application of Pressure-Sensitive Coverstrip and TPO Pressure-Sensitive Reinforced Securement Strip.

K. TPO Low VOC Primer: A solvent-based, low solids primer used to prepare the surface of Membrane prior to application of Pressure-Sensitive Coverstrip and TPO Pressure-Sensitive Reinforced Securement Strip. This low VOC product is ideal for use in states where environmental issues are a concern.

L. Insulation Adhesive:

1. Manufacturer’s Adhesive: An elongating impact resistant two component heated insulating urethane adhesive used to attach insulation. Packaging formats include 50 and 15 gallon drums.
   a. Adhesive to provide 150% elongation in conjunction with fleece backed membrane — ASTM D412
   b. MDI content of Part A material less than 25%

2.6 FASTENERS AND PLATES

A. To be used for mechanical attachment of insulation and to provide additional membrane securement:

1. Fasteners: a threaded, #14 fastener with a #3 phillips drive used with steel and wood roof decks.
2. Heavy Duty Fasteners: A heavy duty #15 threaded fastener with a #3 phillips drive used for membrane or insulation securement into steel, wood plank or minimum 15/32 inch thick plywood when increased pullout resistance is desired.
3. Pre-Assembled Fasteners: A pre-assembled 3” diameter Plastic Plate and #12 threaded fastener with a #3 drive used for insulation attachment into steel or wood decks. Installed using Manufacture’s Recommended Fastening Tools.
4. Term Bar Nail-Ins: A 1-1/4” long expansion anchor with a zinc plated steel drive pin used for fastening the Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
5. Insulation Fastening Plates: a nominal 3 inch diameter plastic or metal plate used for insulation attachment.
6. Pressure-Sensitive Reinforced Securement Strip: a 6” wide, nominal 45-mil thick reinforced TPO membrane with 3” wide Pressure Sensitive Tape laminated along one edge. The 6” wide Pressure-Sensitive Reinforced Securement Strip is used horizontally at the base of walls, curbs, etc., in conjunction with 2” diameter Seam Fastening Plates below the TPO deck membrane for additional membrane securement.
   a. 1.6” wide Pressure-Sensitive Reinforced Securement Strip is used horizontally or vertically at the base of walls, curbs, etc., in conjunction with PiranhaFastening Plates below the TPO deck membrane for additional membrane securement.
b. 2.10” wide Pressure-Sensitive Reinforced Securement Strip is for perimeter membrane securement.

2.7 WALKWAYS

A. Protective surfacing for roof traffic shall be TPO Walkway Rolls installed per manufacturer’s requirements or concrete pavers loose laid over an approved slip sheet (pavers not recommended for slopes greater than 2” in 12”).

2.8 ROOF TOP PIPE SUPPORTS

A. Manufacturer: Rooftop Pipe Support System shall be “Dura-Blok” by “Eaton” or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, job site considerations and weather restrictions.

B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.2 INSULATION/COVER BOARD PLACEMENT AND ATTACHMENT

A. Install insulation over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints horizontally and vertically by minimum of 12” if multiple layers are provided.

B. Secure both layers insulation to the substrate with the required mechanical fasteners at metal deck and adhesive at concrete deck in accordance with the manufacturer’s specifications.

3.3 MEMBRANE PLACEMENT AND ATTACHMENT

A. Position membrane over the acceptable substrate. Fold membrane sheet back onto itself so half the underside of the membrane is exposed.

B. Apply Bonding Adhesive in accordance with the manufacturer's published instructions, to the exposed underside of the membrane and the corresponding substrate area. Do not apply Bonding Adhesive along the splice edge of the membrane to be hot air welded over the adjoining sheet. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.

1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded section of the membrane sheet immediately after rolling the membrane into the adhesive with a soft bristle push broom to achieve maximum contact.

2. Fold back the unbonded half of the sheet and repeat the bonding procedure.
C. Position adjoining sheets to allow a minimum overlap of 2 inches to provide a minimum 1-1/2” hot air weld.

D. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches and complete the bonding procedures as stated previously.

3.4 MEMBRANE HOT AIR WELDING PROCEDURES

A. Hot air weld the membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's specifications. At all splice intersections, roll the seam with a silicone roller immediately after welder crossed the membrane step-off to ensure a continuous hot air welded seam.

B. Note: When using 60-mil thick or thicker membrane, all splice intersections shall be overlaid with T-joint covers or non-reinforced flashing.

C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).

D. Repair all seam deficiencies the same day they are discovered.

E. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

3.5 FLASHING

A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using Sure-Weld reinforced membrane. Sure-Weld non-reinforced membrane can be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of prefabricated accessories is not feasible.

B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/cop ing and roof drain applications.

3.6 WALKWAYS

A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the specifier's drawing.

B. Hot air weld walkway material to the membrane in accordance with the manufacturer's specifications.

3.7 DAILY SEAL

A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.

B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.
3.8 CLEAN UP

A. Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

3.9 ROOFING INSTALLER'S WARRANTY – TPO

A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner:
2. Address:
3. Building Name/Type:
4. Address:
5. Area of Work:
6. Acceptance Date:
7. Warranty Period:
8. Expiration Date:

B. AND WHEREAS Roofing 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 Roofing Installer hereby warrants, subject to terms and conditions here-in 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 115mph;
   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 Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.

3. Roofing Installer is responsible for damage to work covered by this Warranty.

4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing 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 Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing 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. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

6. This Warranty is recognized to be the only warranty of Roofing 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 Roofing 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 Signatures:
2. Name:
3. Title:

END OF SECTION 075420
SECTION 076200 – SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY
A. Section includes:
   1. Pre-manufactured aluminum gutters and downspouts.
   2. Manufactured reglet and counterflashing.
B. Related Work Specified Elsewhere:
   1. 0754200 TPO Membrane Roofing
   2. 079200 Joint Sealants

1.2 SUBMITTALS
A. Product Data: For each type of product indicated.
B. Shop Drawings: Show installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
   1. Include details for forming, joining, supporting, and securing sheet metal flashing and trim, including pattern of seams, termination points, fixed points, expansion joints, expansion-joint covers, edge conditions, special conditions, and connections to adjoining work.
C. Samples: For each exposed product and for each finish specified.
D. Maintenance data.
E. Warranty: Sample of special warranty.

1.3 QUALITY ASSURANCE
A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA’s "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
C. Preinstallation Conference: Conduct conference at Project site.

1.4 WARRANTY
A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 30 years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required. Refer to drawings for thickness required.

1. Exposed Coil-Coated Finishes:
   a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.

2. Color: As selected by Architect from manufacturer's full range.

2.2 MANUFACTURED COPING

A. Basis-of-Design Product: Metal-Era “Perma-Tite Existing Tapered” coping or a comparable product by one of the following manufacturers:

1. Hickman, W.P. Company
2. MM System

B. Description

1. .040 inch aluminum
2. Formed Lengths: 12'-0”
3. Concealed Splice Plates: 8 inches wide with factory applied non-curing sealant
4. Anchor Clips: galvanized steel, 12 inches wide
5. Dimensions as shown on drawings

C. Finishes

1. Kynar 500
2. Color as selected from manufacturer’s standard color chart.

2.3 PENETRATION PORTAL SYSTEMS

A. Single Pipe Portal System with Multi-Penetration Rubber Cap

1. Basis-of-Design Product: “Portal-Plus” Single Pipe Portal System with C-212 Rubber Cap over RC-2A Curb or comparable product by the following manufacturers:
   a. Marathon Roofing Products, Inc.
   b. OMG Roofing Products

B. Double Pipe Portal System with Multi-Penetration Rubber Cap

2. Basis-of-Design Product: “Portal-Plus” Double Pipe Portal System with C-212 Rubber Cap over RC-2A Curb or comparable product by the following manufacturers:
   a. Marathon Roofing Products, Inc.
   b. OMG Roofing Products
2.4 GOOSENECK TYPE FLASHING FOR ANTENNA CABLE PENETRATION

A. Basis-of-Design Product: “SBC Industries” Cable Gooseneck Flashing – Model CGS or comparable product by the following manufacturers:
   1. Marathon Roofing Products, Inc.
   2. Klober Ltd

2.5 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26°F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.

   1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
      a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
      b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

   2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

D. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim 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 complying with ASTM D 1187.

2.6 FABRICATION, GENERAL

A. All gutters, downspouts, counterflashings, soffit panels shall be pre-manufactured items – NO EXCEPTIONS.

B. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
1. Obtain field measurements for accurate fit before shop fabrication.
2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.

C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.

D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
5. Install sealant tape where indicated.
6. Torch cutting of sheet metal flashing and trim is not permitted.

B. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

1. Coat back side of uncoated aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.

D. Fastener Sizes: Use fasteners of sizes that will penetrate wood not less than 3/4 inch for wood screws and metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Seal joints as shown and as required for watertight construction.

F. Rivets: Rivet joints in uncoated aluminum where indicated and where necessary for strength.

3.2 ROOF DRAINAGE SYSTEM INSTALLATION

A. General: Install pre-manufactured roof drainage items all according to manufacturer’s instructions to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

3.3 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.4 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 sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 076200
SECTION 077233 - ROOF HATCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Provide roof hatch system where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

A. Product data:

1. Manufacturer’s data, catalog cuts, dimensioned drawings, and other data needed to prove compliance with the specified requirements and to enable proper preparation of the roof opening.

1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 - PRODUCTS

2.1 ROOF HATCHES

A. Roof Hatches: Fabricate roof hatches with insulated double-wall lids and insulated double-wall curb frame with integral deck mounting flange and lid frame counterflushing. Fabricate with welded or mechanically fastened and sealed corner joints. Provide continuous weathertight perimeter gasketing and equip with corrosion-resistant or hot-dip galvanized hardware.

1. Basis-Of-Design: Bilco Company – Model Type S Roof Hatch Access with RL2-S Rail System
2. Other Acceptable Manufacturers:
   a. Babcock-Davis; a Cierra Products Inc. Company
   b. Milcor Inc.; a Gibraltar Company


4. Type and Size: Single-leaf lid, 30” x 36”

   a. Finish: Mill

6. Insulation: Glass-fiber board.
7. Interior Lid Liner: Manufacturer's standard metal liner of same material and finish as outer metal lid.

8. Exterior Curb Liner: Manufacturer's standard metal liner of same material and finish as metal curb.

9. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.

10. Fabricate units to minimum height of 12 inches, unless otherwise indicated.

11. Hardware: Stainless-steel spring latch with turn handles, butt- or pintle-type stainless steel hinge system, and padlock hasps inside and outside.

12. Safety Railing System: Manufacturer's standard complete system including rails, curb clamps, fasteners, self-closing safety gate at railing opening, and all accessories required for a complete installation.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS
   
   A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

   A. Coordinate as necessary with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
B. Install the work of this Section in strict accordance with the manufacturers’ recommendations as approved by the Architect, anchoring all items firmly into position for long life under hard use.

C. Put operating components through at least five complete operating cycles, adjusting as required and achieving optimum ease of operation.

END OF SECTION 077233
SECTION 079200 – JOINT SEALANT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes joint sealants for the following applications:
   1. Exterior joints between counterflashing and masonry.
   2. At miscellaneous location as shown on drawings.

1.2 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: For each type and color of joint sealant required, provide Manufacturer’s Standard Samples.

1.3 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
   1. Sealants: 250 g/L.
   2. Sealant Primers for Nonporous Substrates: 250 g/L.
   3. Sealant Primers for Porous Substrates: 775 g/L.

C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.
2.3 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

C. Single-Component Nonsag Urethane Sealant:
   1. Products:
      b. Sonneborn, Division of ChemRex Inc.; Ultra.
      c. Tremco; Vulkem 116.
   2. Type and Grade: S (single component) and NS (nonsag).
   4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
   5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

2.4 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), O (open-cell material), B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26°F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.

D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.

   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
      a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.

   2. Remove laitance and form-release agents from concrete.
      a. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealant from surfaces adjacent to joints.
   2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints between counterflashing and masonry.

END OF SECTION 079200
APPENDIX 1

Asbestos Inspection Report

ISTS Roof Replacement
7001 Range Road
Jefferson City, Missouri 65101

December 8, 2020

Prepared for:

STATE OF MISSOURI
Office of Administration
301 W. High St., PO Box 809
Jefferson City, Missouri 65102

Prepared by:

KLINGNER & ASSOCIATES, P.C.
907 E. Ash
Columbia, Missouri

Project No. 20-5032
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   3.2 Regulations ..................................................................................................................... 1
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EXHIBITS:

EXHIBIT A – ASBESTOS SAMPLE RESULTS SUMMARY

EXHIBIT B – PHOTOGRAPHS

EXHIBIT C – SAMPLE LOCATION MAP

EXHIBIT D – LABORATORY REPORT

EXHIBIT E – MISSOURI ASBESTOS INSPECTOR LICENSE
1.0 INTRODUCTION

The asbestos inspection was requested by the State of Missouri. The purpose of the inspection was to determine if asbestos containing building materials are currently located in the roof of the Ike Skelton Training Site located at 7001 Range Road in Jefferson City, Missouri prior to roof replacement.

2.0 SITE DESCRIPTION

Property Address: 7001 Range Road, Jefferson City, MO

The inspection included sampling visible suspect asbestos containing building materials located on the roof of the building.

3.0 ASBESTOS INSPECTION

3.1 Introduction

Asbestos is a naturally occurring mineral. There are essentially 6 types of asbestos minerals, only 3 of which were used commercially. These are: 1) Chrysotile - the most commonly used type of asbestos and accounts for approximately 95% of the asbestos found in buildings in the United States, 2) Amosite - the second most likely type to be found in buildings, and 3) Crocidolite - was used in high temperature insulation applications.

All materials containing greater than 1% asbestos are considered to be ACM (asbestos containing material) in the State of Missouri by the Missouri Department of Natural Resources and the Occupational Safety and Health Administration (OSHA).

3.2 Regulations

The primary federal regulations include:

- ASHARA (Asbestos School Hazard Abatement Reauthorization Act), which applies to both public and commercial buildings;
- OSHA - 29 CFR 1926.1101(Occupational Safety and Health Administration's), which applies to employees of employers in the workforce;
NESHAP - 40 CFR 61 (National Emission Standards for Hazardous Air Pollutants), which applies to exposure or potential exposure to the general public (NESHAP includes public, commercial, and some residential buildings being demolished or renovated).

Certain types of asbestos are regulated differently under NESHAP regulations. Specifically, regulated ACM is: 1) friable ACM; 2) Category I nonfriable ACM that is in poor condition or has become friable; 3) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or 4) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder in the course of demolition or renovation operations. Category I nonfriable ACM consists of any asbestos-containing packing, gasket, resilient floor covering, or asphalt roofing product that contains more than 1 percent asbestos as determined using Polarized Light Microscopy (PLM) analysis. Category II nonfriable ACM consists of any material except for Category I nonfriable ACM that contains more than one percent asbestos as determined using PLM and that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

3.3 Inspection Results

Micah Holtschlag, Licensed Asbestos Inspector – Missouri license number 7118120619MOIR12123 (see Exhibit F – Missouri Asbestos Inspector License) of Klingner & Associates, P.C. performed an asbestos inspection on the roof of the structure located at 7001 Range Road in Jefferson City, MO on November 3, 2020. The inspection included a visual assessment for possible asbestos containing building materials (ACBM) on only the roof of the structure. Samples were collected from observed suspect materials. Samples were shipped under chain of custody to EMSL Analytical, Inc. in Hillside, Illinois. EPA Method 600/R-93/116 for Polarized Light Microscopy (PLM) was used to determine the presence or absence of asbestos and the percentage content in each sample collected. Documentation of the inspection is included in the Exhibits as follows:

- Exhibit A – Asbestos Sample Results Summary
- Exhibit B – Photographs
- Exhibit C – Sample Location Map
- Exhibit D – Laboratory Report
- Exhibit E – Missouri Asbestos Inspector License

During the inspection, two (2) homogeneous areas were identified and six (6) samples were collected. Samples were collected from membrane and felt roofing layers. Analytical results indicated no homogeneous areas contained greater than 1% asbestos. A summary of the samples collected are included in Exhibit A. Photographs of the materials are included as Exhibit B.
3.4 Recommendations

Due to no asbestos containing materials identified during the roof inspection, no asbestos mitigation or additional asbestos testing is required for the roof of this building prior to the roof replacement project.

4.0 CERTIFICATION

I, Micah Holtschlag, certify that this asbestos inspection was performed in compliance with Missouri Rules and Regulations and the National Emission Standards for Hazardous Air Pollutants for asbestos. In general, three (3) samples were collected from each identified suspect asbestos containing building material (unless specifically excluded as described in Section 3.3 – Inspection Results).

December 8, 2020

Micah Holtschlag
Missouri Asbestos Inspector License # 7118120619MOIR12123
EXHIBIT A

ASBESTOS SAMPLE RESULTS SUMMARY
### ASBESTOS SAMPLE RESULTS SUMMARY

**For:** State of Missouri  
**Site Identification:** ISTS Roof Replacement  
**Jefferson City, MO**  
**Inspection Date:** 11/3/2020

Klingner & Associates, P.C. Project Number 20-5032

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**Notes:**  
ND = None Detected  
NA = Not Applicable
Exhibit B

PHOTOGRAPHS
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<td>Samples 1 &amp; 2 – Membrane and Felt Roofing Layers</td>
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**ISTS**

**Samples**

1 - 2 -

11/3/20
Exhibit D

LABORATORY REPORT
**Asbestos Chain of Custody**

**EMSL Order Number (Lab Use Only):** 26208846

| Company: Klinger & Associates | EMSL-Bill to: Same □ Different ♦
| Street: 666 N 24th St. | If bill to is different enter instructions in Comments**
| City: Quincy | Third Party Billing requires written authorization from third party
| State/Province: IL | Zip/Postal Code: 62301 | Country: U.S.
| Report To (Name): Michael Holtschlag | Telephone #: 217-223-3670
| Email Address: mjh@klinger.com | Fax #: |
| Project Name/Number: JTS | Purchase Order: |
| U.S. State Samples Taken: MO | Please Provide Results: □ Fax □ Email □ Mail |

**Turnaround Time (TAT) Options** – Please Check

- ☐ 3 Hour
- ☐ 6 Hour
- ☐ 24 Hour
- ☐ 48 Hour
- ☐ 72 Hour
- ☐ 96 Hour
- ☑ 1 Week
- ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour HEPA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.*

**PCM - Air**

- □ Check if samples are from NY
- □ NIOSH 7400
- □ w/ OSHA 8hr. TWA

**PLM - Bulk (reporting limit)**

- ☑ PLM EPA 600/R-93/116 (<1%)
- □ PLM EPA NOB (<1%)
- □ Point Count
  - □ 400 (<0.25%) □ 1000 (<0.1%)
- □ Point Count w/Gravimetric
  - □ 400 (<0.25%) □ 1000 (<0.1%)
- □ NYS 198.1 (friable in NY)
- □ NYS 198.6 NOB (non-friable-NY)
- □ NIOSH 9002 (<1%)

**TEM - Air**

- ☑ 4-4.5 hr TAT (AHERA only)
- □ AHERA 40 CFR, Part 763
- □ NIOSH 7402
- □ EPA Level II
- □ ISO 10312

**TEM - Dust**

- □ Microvac - ASTM D 5765
- □ Wipe - ASTM D5480
- □ Carpet Sonication (EPA 600/J-93/167)
- □ Other:

- ☑ Soil/Rock/ Vermiculite

- □ PLM CARB 435 - A (0.25% sensitivity)
- □ PLM CARB 435 - B (0.1% sensitivity)
- □ TEM CARB 435 - C (0.01% sensitivity)
- □ TEM Qual. via Filtration Technique
- □ TEM Qual. via Drop-Mount Technique

**TEM - Water**: EPA 100.2

- Fibers >10μm □ Waste □ Drinking
- All Fiber Sizes □ Waste □ Drinking

- ☑ Check For Positive Stop – Clearly Identify Homogenous Group

**Filter Pore Size (Air Samples):** □ 0.8μm □ 0.45μm

**Samplers Name:** Michael Holtschlag

**Samplers Signature:** Michael Holtschlag

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<tr>
<td>2 A-C</td>
<td>Felt Roofing Layer</td>
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**Client Sample # (s):** 1 - A 2 - C

**Total # of Samples:** 6

**Relinquished (Client):** Michael Holtschlag

**Date:** 11-5-20

**Time:** 5:00

**Received (Lab):** Michael Holtschlag

**Date:** 11-6-20

**Time:** 8:58 AM

**Comments/Special Instructions:** 759 6556 6 259

Centrifuged Document: Asbestos OOC - RS - 01/12/2012

Page 1 of 1 pages
# Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

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<th>Sample</th>
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<th>% Non-Fibrous</th>
<th>Non-Fibrous Type</th>
<th>Asbestos</th>
<th>% Type</th>
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<td>Black</td>
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<td>Non-fibrous</td>
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<tr>
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<td>None Detected</td>
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<td>Homogeneous</td>
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<td>2A</td>
<td>FELT ROOFING LAYER</td>
<td>Gray</td>
<td>90%</td>
<td>Cellulose</td>
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<td>90%</td>
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<tr>
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<td>90%</td>
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<td>Fibrous</td>
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</table>

Analyst(s)

Kristen Berglund (6)

James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (“final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP. NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 11/13/2020 13:03:43

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Exhibit E

MISSOURI ASBESTOS INSPECTOR LICENSE
February 26, 2020

Micah Holtschlag
621 Monroe St
Quincy, IL 62301

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: 7118120619MOIR12123
Course Training Date: December 06, 2019
Missouri Certification Approval Date: February 27, 2020
Missouri Certification Expiration Date: December 06, 2020

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

Signature
Director of Air Pollution Control Program