

# PROJECT MANUAL

*Replace Roof System & Selective Ceiling Demolition  
MSHP Flight Operations Hangar  
Jefferson City, Missouri*

Designed By: The Architects Alliance, Inc.  
631 West Main  
Jefferson City, MO 65101

Date Issued: September 10, 2024

Project No.: R2407-01

STATE of MISSOURI

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OFFICE of ADMINISTRATION  
Facilities Management, Design & Construction

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**SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS**

**PROJECT NUMBER: R2407-01**

**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:**

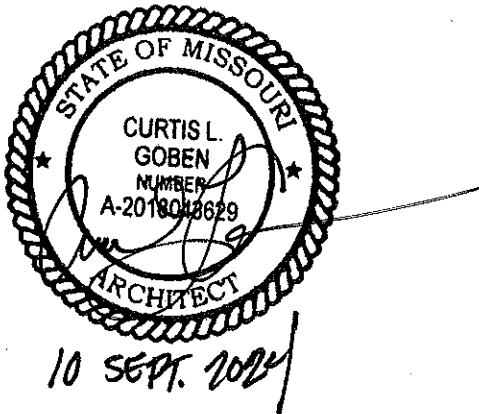
**ARCHITECTURAL:**

**Curtis L Goben, AIA**

**The Architects Alliance, Inc.**

**Certificate of Authority#: 000143**

**(December 31, 2024)**



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## SECTION 000115 – LIST OF DRAWINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

### PART 2 - PRODUCTS (NOT APPLICABLE)

### PART 3 - EXECUTION

#### 3.1 LIST OF DRAWINGS

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

	<u>TITLE</u>	<u>SHEET #</u>	<u>DATE</u>	<u>CAD #</u>
1.	Cover Sheet	Sheet G001	09/10/2024	G-001
2.	General Information	Sheet G002	09/10/2024	G-002
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8.	Building Sections	Sheet A301	09/10/2024	A-301
9.	Section Details	Sheet A302	09/10/2024	A-302

**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 System & Selective Ceiling Demolition  
MSHP Flight Operations Hangar  
Jefferson City, Missouri  
**Project No.: R2407-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, December 5, 2024
- 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 removal of the existing overlay metal roof and higger system, including higger system nailer/purlins over existing metal roof. Remove existing gutters, downspouts, flashing, etc. Install all new polyvinyl-chloride (PVC) roofing system over original metal roof, new insulation and coverboard. Install all new flashing systems, gutters, downspouts and splash pads, etc. Work also includes selective interior demolition of the existing PEMB Insulation system at the roof level to be trimmed neatly at girt locations and prepare exposed underside of existing roof panel to be painted. Additional demolition includes selective demolition of existing overhead door tracks that are abandoned and no longer in use at both the south and north hanger bays. The total R-Value to be added at the roof level for continuous exterior layers of insulation shall meet the requirements outlined in the drawings and Division 07 - 075419 PVC Roofing related to 2.5 Roof Insulation, achieving an R-value of R-41.5.
- 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, November 21, 2024, at MSHP Flight Operations Hangar, 511 Airport Road, Jefferson City Airport, Jefferson City, Missouri 65109.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons.

### 6.0 HOW TO GET PLANS & SPECIFICATIONS:

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

### 7.0 POINT OF CONTACT:

- A. Designer: The Architects Alliance, Inc., Curtis Goblen, AIA, 573-636-5000, email: [cgoben@thearchitectsalliance.com](mailto:cgoben@thearchitectsalliance.com)
- B. Project Manager: Kevin McHugh, 573-301-7826, email: [Kevin.McHugh@oa.mo.gov](mailto:Kevin.McHugh@oa.mo.gov)

### 8.0 GENERAL INFORMATION:

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

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

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

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

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

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

### **2.0 - BID DOCUMENTS**

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

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

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

### **4.0 - INTERPRETATIONS**

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



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

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

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

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

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

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

## **6.0 - SIGNING OF BIDS**

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

- 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. The Owner shall award a contract to the lowest, responsive, responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No 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:
  - 1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

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

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

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

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

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

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

B. MBE/WBE/SDVE General Requirements:

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

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

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

D. Certification of MBE/WBE/SDVE Subcontractors:

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

E. Waiver of MBE/WBE/SDVE Participation:

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

F. Contractor MBE/WBE/SDVE Obligations

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

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

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

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

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

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

<https://o eo.mo.gov/sdve-certification-program/>

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





# State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

## *Contractor Name and Address*

hereinafter called the "Contractor,"

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

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 System & Selective Ceiling Demolition  
MSHP Flight Operations Hangar  
Jefferson City, Missouri**

**Project Number:**                **R2407-01**

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

## **ARTICLE 3. LIQUIDATED DAMAGES**

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

**ARTICLE 4. CONTRACT SUM**

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

Base Bid: \$

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

**ARTICLE 5. PREVAILING WAGE RATE**

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

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

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

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

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

Total \$

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

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

**ARTICLE 7. CONTRACT DOCUMENTS**

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

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
  - a. Invitation for Bid (Section 001116)
  - b. Instructions to Bidders (Section 002113)
  - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
  - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
    - i. Bid Form (Section 004113)
    - ii. Proposed Contractors Form (Section 004336)
    - iii. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
    - iv. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
    - v. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
    - vi. Missouri Service Disabled Veteran Business Form (Section 004340)
    - vii. Affidavit of Work Authorization (Section 004541)
    - viii. Affidavit for Affirmative Action (Section 005414)
  - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
  - f. General Conditions (Section 007213)
  - g. Supplementary Conditions (Section 007300)
  - h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)

- i. Wage Rate(s) (Section 007346)
- 2. Division 1 – General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

**ARTICLE 8 – CERTIFICATION**

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

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

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

**APPROVED:**

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

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

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

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



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

PROJECT NUMBER
----------------

NAME
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First being duly sworn on oath states: that

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

NAME
------

a  sole proprietorship  partnership  
 limited liability company (LLC)

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

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

PROJECT TITLE
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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
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**NOTARY INFORMATION**

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

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

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

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

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

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

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

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

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

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

(Insert Project Title and Number)

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

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

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

**AS APPLICABLE:**

**AN INDIVIDUAL**

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

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

**A PARTNERSHIP**

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

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

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

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

**CORPORATION**

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

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

**SURETY**

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

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

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

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

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

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



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

Product data for proposed substitution is attached (include description of product, standards, performance, and test data)

Sample                       Sample will be sent, if requested

**QUALITY COMPARISON**

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

**PREVIOUS INSTALLATIONS**

PROJECT	ARCHITECT/ENGINEER	DATE INSTALLED
LOCATION		

**SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT**

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**REASON FOR SUBSTITUTION**

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

YES     NO

IF YES, EXPLAIN

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

YES     NO

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

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

BIDDER/CONTRACTOR

DATE

**REVIEW AND ACTION**

Resubmit Substitution Request with the following additional information:

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Substitution is accepted.

Substitution is accepted with the following comments:

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Substitution is not accepted.

ARCHITECT/ENGINEER

DATE





PROJECT NUMBER
----------------

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this                    day of                    , 20                    .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

**MBE/WBE/SDVE PROGRESS REPORT**

Remit with ALL Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

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

PROJECT TITLE
---------------

PROJECT LOCATION
------------------

FIRM
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ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment) \$	TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment) \$
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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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SELECT MBE, WBE, SDVE	TOTAL AMOUNT OF SUBCONTRACT	\$ AMOUNT PAID-TO-DATE	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
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<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	

Revised 05/21



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

PROJECT NUMBER
----------------

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

SIGNATURE

**NOTARY INFORMATION**

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

FILE: Closeout Documents

# GENERAL CONDITIONS

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## SECTION 007213 - GENERAL CONDITIONS

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

## ARTICLE 1 – GENERAL PROVISIONS

### ARTICLE 1.1 - DEFINITIONS

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

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

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

## ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

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

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

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

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

B. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are employed under this contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Affidavit for Affirmative Action

in the form included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and disability. Such "affirmative action program" shall include:

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

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

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

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

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

insurance contract, or any other contract pertaining to the project.

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

- A. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liabilities of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.
- B. If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

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

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be

required for a Missouri bidder to successfully bid in the non-domiciliary state.

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

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

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

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

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any



work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.

- C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.
- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

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

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

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

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

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

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

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

- A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.
- B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.
- C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice.

The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.

- D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility for correcting such work without additional compensation.
- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
  - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
  - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

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

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

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

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

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

**ARTICLE 3.2 -- SUBMITTALS**

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

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

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

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

possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction

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

**ARTICLE 3.3 – AS-BUILT DRAWINGS**

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

**ARTICLE 3.4 – GUARANTY AND WARRANTIES**

- A. General Guaranty
  - 1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
  - 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
  - 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the

damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.

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

**B. Extended Warranty**

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

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

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

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
4. Service Instructions: Provide the following information for all pieces of equipment.

- a. Recommended spare parts including catalog number and name of local supplier or factory representative.
- b. Belt sizes, types, and lengths.
- c. Wiring diagrams.

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

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

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

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

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

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

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

**ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

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

- B. Contractor shall, at all times, enforce strict discipline and good order among his employees,

and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case,

unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.

- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

## **ARTICLE 3.7 -- SUBCONTRACTS**

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

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

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

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

before such changes become effective and shall be determined, through submission of a request for proposal, as follows:

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

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

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

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

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

compensation for such emergency work in writing to the Owner's Representative.

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

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

the Contractor of any claim. Requests for extensions of time shall be for working days only.

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

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

- A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:
    - 1. Contract;
    - 2. Performance/payment bond as described in Article 6.1;
    - 3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.
    - 4. Written Affirmative Action Plans as required in Article 1.4.
- Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a "Notice to Proceed" with the work to the Contractor.
- B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.
  - C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction's "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.



## ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

## ARTICLE 5.3 -- PROJECT COMPLETION

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
  1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
    - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
    - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
    - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.
  2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the

Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

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

approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

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

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

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

"Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:

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

of major equipment and material stored off the site if all of the following conditions are met:

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

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

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

- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.
1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
  2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
    - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

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

**ARTICLE 6 -- INSURANCE AND BONDS**

**ARTICLE 6.1 -- BOND**

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

**ARTICLE 6.2 – INSURANCE**

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

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

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

Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".
  3. Workers' Compensation and Employer's Liability
 

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

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

to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

\$2,000,000 annual aggregate

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions,

as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

performance of services or the delivery of goods called for by the Contract.

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its

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

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

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

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

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

A. Termination or Suspension for Cause:

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

2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.
- B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.
- C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.
- D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.
- E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.
- F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date

of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

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

- A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.
- B. Upon receipt of notification, the Contractor shall:
  1. Cease operations when directed.
  2. Take actions to protect the work and any stored materials.
  3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
  4. Terminate all existing subcontracts, rentals, material, and equipment orders.
  5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
  6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
- C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.

## SECTION 007300 - SUPPLEMENTARY CONDITIONS

### 1.0 GENERAL:

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

### 2.0 CONTACTS:

Designer: Curtis Goben, AIA  
The Architects Alliance, Inc.  
631 West Main  
Jefferson City, MO 65101  
Telephone: 573-636-5000  
Email: [cgoben@thearchitectsalliance.com](mailto:cgoben@thearchitectsalliance.com)

Construction Representative: Carl Haley  
Division of Facilities Management, Design and Construction  
301 W High Street, Room 730  
Jefferson City, MO 65109  
Telephone: 573-645-7834  
Email: [Carl.Haley@oa.mo.gov](mailto:Carl.Haley@oa.mo.gov)

Project Manager: Kevin McHugh  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-301-7826  
Email: [Kevin.McHugh@oa.mo.gov](mailto:Kevin.McHugh@oa.mo.gov)

Contract Specialist: Mandy Roberson  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-522-0074  
Email: [mandy.roberson@oa.mo.gov](mailto:mandy.roberson@oa.mo.gov)

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

### 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 5 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 5 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

### 5.0 SAFETY REQUIREMENTS

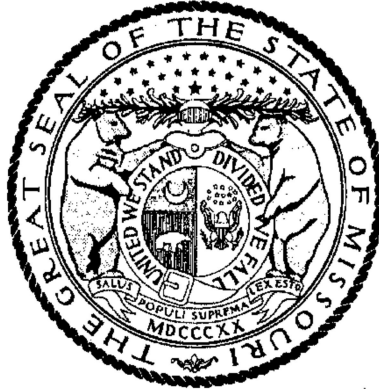
Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

Section 014  
**CALLAWAY COUNTY**

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

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

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
CALLAWAY County

Section 014

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$64.74
Boilermaker	\$77.09
Bricklayer-Stone Mason	\$54.01
Carpenter	\$52.31
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$31.08*
Plasterer	
Communication Technician	\$57.70
Electrician (Inside Wireman)	\$57.92
Electrician Outside Lineman	\$31.08*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$31.08*
Glazier	\$28.75
Ironworker	\$70.90
Laborer	\$42.92
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$31.08*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.90
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.65
Plumber	\$79.68
Pipe Fitter	
Roofer	\$55.07
Sheet Metal Worker	\$56.93
Sprinkler Fitter	\$31.08*
Truck Driver	\$44.57
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for  
CALLAWAY County

Section 014

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.88
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$31.08*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.26
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.97
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$31.08*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

## SECTION 011000 – SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 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 removing all existing roof overlay / hugger roof systems on the building and installing new polyvinyl-Chloride (PVC) membrane system, including all related flashing and accessories, as shown on drawings and specified.
  - 1. Project Location: MSHP Flight Operations Hangar, 511 Airport Road, Jefferson City Airport, Jefferson City, Missouri 65109.
  - 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 September 10, 2024 were prepared for the Project by **The Architects Alliance, Inc., 631 West Main Street Jefferson City, Missouri 65101.**
- C. The Work includes removal of the existing overlay metal roof and hugger system, including hugger system nailer/purlins over existing metal roof. Remove existing gutters, downspouts, flashing, etc. Install all new polyvinyl-chloride (PVC) roofing system over original metal roof, new insulation and coverboard. Install all new flashing systems, gutters, downspouts and splash pads, etc. Work also includes selective interior demolition of the existing PEMB Insulation system at the roof level to be trimmed neatly at girt locations and prepare exposed underside of existing roof panel to be painted. Additional demolition includes selective demolition of existing overhead door tracks that are abandoned and no longer in use at both the south and north hanger bays. The total R-Value to be added at the roof level for continuous exterior layers of insulation shall meet the requirements outlined in the drawings and Division 07 – 075419 PVC Roofing related to 2.5 Roof Insulation, achieving an R-value of R-41.5.
- D. The Work will be constructed under a single prime contract.

#### 1.3 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated or as mutually agreed by Owner and Airport Management.

1. Owner Occupancy: Allow for Owner occupancy and operations.
  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.
- C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Contractor shall repair damage to existing facilities caused by construction activities/operations/equipment. Take all precautions necessary to protect the building and its occupants during the construction period.

#### **1.4 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. Refer to the Staging Plan A-001 in the drawing documents for additional information related to staging and general site use requirements as set forth by the Owner and/or Airport Management.

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

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

**END OF SECTION 011000**

## **SECTION 012100 – ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **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.

#### **1.4 SUBMITTALS**

- A. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### **1.5 COORDINATION**

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

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

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

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

#### **3.2 PREPARATION**

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

#### **3.3 SCHEDULE OF ALLOWANCES**

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

**END OF SECTION 012100**



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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
  - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
  - 2. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.

#### **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. Section 013200 "Schedule - Bar Chart" for preparing and submitting Contractor's Construction Schedule.

#### **1.3 COORDINATION**

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

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

#### **1.4 SUBMITTALS**

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

#### **1.5 PROJECT MEETINGS**

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

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

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

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

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

**END OF SECTION 013100**

## SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® 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](mailto:OA.FMDCE-BuilderSupport@oa.mo.gov).

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



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

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

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.

- a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
- b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
- c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

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

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

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

### **PART 3 - EXECUTION**

#### **3.1 SUBMITTAL PROCEDURES**

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.
  - 1. The Schedule of Values must have the following line items included with the value of the item as indicated below as an example:
    - 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.
  - 1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
    - a. If practical, use the same Schedule of Values breakdown for schedule time bars.
  - 2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.
  - 3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.
  - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  - 5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
  - 6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
  - 1. Requirement for Phased completion
  - 2. Work by separate Contractors
  - 3. Work by the Owner
  - 4. Pre-purchased materials
  - 5. Coordination with existing construction
  - 6. Limitations of continued occupancies

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

### **3.3 SCHEDULE OF SUBMITTALS**

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

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

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

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

**END OF SECTION 013200**

## **SECTION 013300 – SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **1.3 SUBMITTAL PROCEDURES**

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

### **1.4 SHOP DRAWINGS**

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



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

## **1.5 PRODUCT DATA**

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

## **1.6 SAMPLES**

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

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

## **1.7 QUALITY ASSURANCE DOCUMENTS**

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

## 1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
013300	Construction Digital Photographs	Certification
013300	Operating and Maintenance Manuals	Operation / Maintenance Manual
013513.25	Materials Safety Data Sheets	Product Data
013513.25	List of Employees Who Will Submit Fingerprint Background Checks	Certification
013513.25	MO Applicant Fingerprint Privacy Notice	Certification
015000	Quality Assurance	Certification
024119	Selective Demolition - Pre-Demo	Construction Schedule
024119	Selective Demolition - Pre-Demo Photos	Certification
055000	Metal Fabrications	Shop Drawings
070150	Preparation for Reroofing	Product Data
070150	Landfill Records	Certification
075419	PVC Roofing	Product Data
075419	PVC Roofing	Shop Drawings
075419	PVC Roofing - Manufacturer's Warranty	Warranty

075419	PVC Roofing- Installer's Warranty	Warranty
075419	PVC Roofing Close Out Submittals	Operation / Maintenance Manual
076200	Sheet Metal Flashing & Trim	Product Data
076200	Sheet Metal Flashing & Trim	Shop Drawings
076200	Sheet Metal Flashing & Trim	Warranty
076200	Sheet Metal Flashing & Trim - Color	Sample
077200	Roof Accessories	Product Data
077200	Roof Accessories	Shop Drawings
077200	Roof Accessories	Warranty
077200	Roof Accessories - Color/Type	Sample
077200	RoofAccessories - Close Out	Operation / Maintenance Manual
079200	Joint Sealants	Product Data
079200	Joint Sealants	Warranty
079200	Joint Sealants - Color	Sample
099123	Painting	Product Data
099123	Painting	Sample

**END OF SECTION 013300**

## **SECTION 013513.25 - 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 MSHP SECURITY CLEARANCE REQUIREMENTS**

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

- of the candidate.
3. Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
  4. Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.
- C. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.
- D. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.
- E. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.
- F. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.
- G. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.
- H. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.
- I. Contractors working on-site and/or need escorted access are required to provide name, date of birth and social security number to enable the MSHP to run a name based background check prior to their arrival on-site.
- J. Contractors working on-site with unescorted access and/or need access to our network are required to submit fingerprints. Required fields for print cards are as follows:
1. ORI: MOMHP0070
  2. OCA: CONTRACTOR
  3. Employer and Address: COMPANY NAME AND ADDRESS
  4. Reason Fingerprinted: CONTRACTOR
- K. Contractors may submit fingerprints either at the MSHP General Headquarters, Annex Building, front office located at 1510 East Elm Street, Jefferson City, MO 65109, or may go to their local law enforcement agency to obtain a "copy" of their fingerprints (ten print or digital). There is a processing fee of \$33.25 per applicant. We accept check or money orders made payable to the "Criminal Record System Fund". Credit card and debit cards only accepted at our location, no cash please. Fingerprints with processing fee can be mailed to the address below:

1. Missouri State Highway Patrol
2. Criminal Justice Information Services Division
3. Attn: Accounting, Annex Bldg.
4. 1510 East Elm Street
5. Post Office Box 9500
6. Jefferson City, MO 65102-9500

- L. Once background checks are completed, results will be returned via encrypted email to the requestor. Processing time varies. Please contact the Security Audit and Compliance Unit for questions at 573-526-6153 x2658.

### **3.4 DISRUPTION OF UTILITIES**

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

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

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

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



of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

## B. SAFETY OF PERSONS AND PROPERTY

1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:
  - a. clients, staff, the public, construction personnel, and other persons who may be affected thereby;
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
  - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if

death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.

9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.
11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**END OF SECTION 013513.25**

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Temporary electric power and light.
  - 2. Telephone service.
  - 3. Sanitary facilities, including drinking water.
- C. Support facilities include, but are not limited to, the following:
  - 1. Field storage.
  - 2. Temporary enclosures.
  - 3. Hoists and lifts.
  - 4. Temporary project 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, to 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.
- B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations.” ANSI A10 Series standards for “Safety Requirements for Construction and Demolition,” and NECA Electrical Design Library “Temporary Electrical Facilities.”
1. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code.”
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### **1.4 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 on-site.

### **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 safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.
- C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- D. Water: Provide potable water approved by local health authorities.

#### **2.2 EQUIPMENT**

- A. General: Provide new equipment. If acceptable to the Owner and Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾ inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

- C. **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.
- D. **Lamps and Light Fixtures:** Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- 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.
  - 2. This section is for any job-site trailers and or designated areas for reserved for Construction related activities, plan rooms, offices, etc.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

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

### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. **General:** The Owner will allow use of facility water and electric as needed. Otherwise it is the contractors responsibility to coordinate any temporary on-site generators for equipment and or temporary service if the Owner's facility water and electric are not adequate and or would interrupt facility daily operations.
  - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction.
- B. **Temporary Water Service:** The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.

- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
- D. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.
  - 1. At each telephone, post a list of important telephone numbers.
- E. Temporary Mechanical Heating, Cooling and Ventilation: Contractor shall coordinate with Owner for anticipated disconnect of roof mounted HVAC equipment that will be temporarily disconnected for roofing demolition and installation
  - 1. Contractor shall provide temporary heating and cooling and controls for the facility as necessary to maintain operational temperatures to keep from freezing and or from high humidity dependent on ambient outside temperatures and conditions. Coordinate with Owner and as mutually agreed.

### **3.3 SUPPORT FACILITIES INSTALLATION**

- A. General: Locate storage sheds, and other temporary construction and support facilities for easy access.
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Storage Area and Facilities: Limited areas for storage of building materials can be made available on site. Storage areas shall be coordinated and approved by the Owner's designated Facility Representative or the Construction Representative. Roof loads shall not exceed the loading limits of the roofs. Roofing materials must be craned onto the roof from dedicated areas as arranged by the Contractor with the Owner, costs of all such crane arrangements shall be paid by the Contractor. The Contractor shall provide their own security as they find necessary. Specific locations and areas for storage and craning operations will be identified and discussed at the Pre-Bid Meeting and the Pre-Construction Meeting. Contractor shall be responsible for providing secure storage trailers sized, furnished, and equipped to accommodate materials and equipment involved.
- C. Airport limitations to be coordinated with Owner and Airport management. There are areas to avoid or that are off limits for staging and construction activities to not prohibit normal daily operations of the facility and associated airport fuel and material shipments. Avoid staging areas around runway access points, entries and gates, fuel tanks, and hanger doors to not disrupt flow of airway traffic or airport vehicles. These areas shall be coordinated with the Owner prior start of work or deliveries.
- D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.

- F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- G. 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 7 days during normal weather or 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. 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 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 and similar sources of fire ignition.
- B. 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.
  - 1. Coordinate with Owner for areas to be identified/sectioned-off or as deemed necessary and mutually agreed by Owner and Facility Management and Airport Management.
  - 2. Refer to Sheet A-001 for Staging areas to be secured.
- C. Enclosure Fence: Before bringing materials and equipment on the work site and construction begins, install an enclosure fence. Locate where required by Owner or enclose the entire work area of the site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people from easily entering the work site, except by the entrance gates.
  - 1. Fencing to be metal chain link; six (6) feet tall with support base on grade, anchored by sandbags or other weighted systems to ensure stability of fence system.
  - 2. Coordinate final fence perimeter/location with Owner and Airport Manager prior to installation.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

1. 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.
  
- C. Termination and Removal: Unless the Owner 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. Compete 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.

### **END OF SECTION 015000**



## **SECTION 017400 – CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for cleaning during the Project.
- B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
  - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.
  - 3. Refer to Division 02 for selective demolition and cleaning requirements.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

- A. General
  - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
  - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  - 3. At least **twice** each month, and more often if necessary; completely remove all scrap, debris, and waste material from the job site.
  - 4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
  - 5. Protect existing HVAC systems from debris during construction activities to not void warranties.
  - 6. Protect Owners equipment during construction activities and demolition activities to ensure Owners equipment, materials, and vehicles are properly protected from falling debris, overspray, chemicals, or impact damage. Clean up all protective sheeting or taping or coverings once work in those areas are complete.
- B. Site:

1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, inspect all arrangements of materials stored on the site. Re-stack, tidy, or otherwise service all material arrangements.
3. Maintain the site in a neat and orderly condition at all times.
4. **At least every two days, walk a twenty-five (25) foot wide path around the perimeter of the buildings, around all construction and dumpster locations with a magnet during tear-off and installation to pick-up all nails, fasteners and other metal that end up on the ground.**

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
  2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  3. Remove petrochemical spills, stains, and other foreign deposits.
  4. Remove tools, construction equipment, machinery, and surplus material from the site.
  5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  7. Remove labels that are not permanent labels.
  8. 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.
  9. Leave the Project clean.
- C. At end of project, walk a twenty-five (25) foot wide path around the perimeter of the buildings, around all construction and dumpster locations with a magnet during tear-off and installation to pick-up all nails, fasteners and other metal that end up on the ground.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

**END OF SECTION 017400**

## **SECTION 024119 - SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes all work shown on drawings and the following:
  - 1. Removal and disposal of the existing Metal Huger Overlay Roof System and structural support framing/purlins.
  - 2. Removal and disposal of some existing wood blocking, nailers, etc. for installation of new material.
  - 3. Removal and disposal of existing sheet metal and elastomeric flashing and copings, etc. for installation of new materials.
  - 4. Removal and disposal of existing gutters, downspouts and flashing for installation of new systems.
  - 5. Removal and disposal of all other items indicated on drawings, in specifications, or as required for installation of new indicated roofing and related systems.
  - 6. All existing removed roofing materials are to be removed from the site.
  - 7. Removal and disposal of all existing sag/bag PEMB ceiling insulation (batt & vapor barrier) at roof/ceiling in hanger.
  - 8. Removal and disposal of existing structural steel overhead door framing, abandoned, at South side of building, as indicated on drawings.
  - 9. Remove existing roof antenna.
- B. Related Sections:
  - 1. Section 017400 – Cleaning, for additional cleaning requirements.
  - 2. Section 070150 - Preparation for Re-Roofing; for coordination of removal and demolition of the existing roofing membrane and related items and for coordination with new roofing system, underlayment/cover board, flashing, and related items, not otherwise included within this section.
  - 3. Section 076200 - Sheet Metal Flashing and Trim; for coordination with new formed metal flashing and trim items associated with new roofing.
  - 4. Section 077200 - Roof Accessories (curbs, hatches, pipe portals, etc.); for coordination with new roof accessories installations.

#### **1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### **1.4 MATERIALS OWNERSHIP**

- A. Demolished items shall become the ownership of the Contractor, unless specifically designated for re-use and re-installation.

#### **1.5 SUBMITTALS**

- A. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Approximate sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted to the extent possible.
  - 2. Means of protection for items to remain and items in path of waste removal from building.
- B. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations.

#### **1.6 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA and DNR notification regulations before beginning selective demolition. Comply with hauling and disposal regulations.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

#### **1.7 PROJECT CONDITIONS**

- A. Owner will fully occupy building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical unless noted otherwise at the prebid meeting.
- C. Notify Architect and Construction Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
  - 2. FMDC and Owner mutually agree to 1.7.D.1 of this specification section.
- E. Storage of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

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

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect and Construction Representative.
- D. Survey of Existing Conditions: Record existing conditions by use of measured drawings and/or preconstruction photographs.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

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

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

### **3.3 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to existing equipment and facilities and surrounding property, buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

### **3.4 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Proceed with selective demolition systematically, from higher to lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches.
  5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting framing.
  7. Dispose of demolished items and materials promptly.
- B. Do not demolish building elements beyond what is indicated on Drawings without Owner and Architect's approval.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

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

- A. Roofing: Remove no more existing roofing than can be covered in one day by new underlayment protection and/or new roofing; so that existing roof insulation and decking and building interior remains watertight and weathertight. Refer to Division 7 for new roofing requirements.
  1. Remove existing roof material, flashings and roof accessories, as required for new roof cover board and membrane.
  2. Remove existing roofing system down to existing insulation system, indicated to remain.

### **3.6 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain; remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  4. Comply with requirements specified in Division 1.
  5. Provide copies of all disposal receipts for any hazardous materials removed from roof.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
1. **At least every two days, walk a twenty-five (25) foot wide path around the perimeter of the buildings, around all construction and dumpster locations with a magnet during tear-off and installation to pick-up all nails, fasteners and other metal that end up on the ground.**
- B. Refer to specification Section 017400 for additional cleaning requirements.

**END OF SECTION 024119**

## **SECTION 055000 - METAL FABRICATIONS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section Includes:

1. Metal ladder and anchors, etc. as required for roof access ladder and parapet ladder locations.
  - a. Each ladder shall be sized according to field measurements taken by the contractor performing the work or fabrication/installation. Ladders are not prefabricated and will be made based on field conditions as required for fully installed and functional ladder systems.

#### **1.2 COORDINATION**

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### **1.3 ACTION SUBMITTALS**

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

#### **1.4 QUALITY ASSURANCE**

- A. American Institute of Steel Construction "Manual of Steel Construction" latest edition.
- B. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:
  1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

#### **1.5 FIELD CONDITIONS**

- A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.



## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Ladders: All Ladders shall be constructed to meet ANSI A14.3 Code (OSHA) Type 1 Industrial Metal Ladders.

### **2.2 METALS**

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36.

### **2.3 FASTENERS**

- A. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A; with hex nuts, ASTM A563; and, where indicated or required, flat washers.
- B. Anchors, General: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, in accordance with ASTM E488.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5.

### **2.4 MISCELLANEOUS MATERIALS**

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use a primer that contains pigments that make it easily distinguishable from zinc-rich primer.

### **2.5 FABRICATION, GENERAL**

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form exposed work with accurate angles and surfaces and straight edges.
- D. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  2. Remove welding flux immediately.
  3. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- E. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- F. Provide for anchorage of type indicated or required, coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

## **2.6 METAL LADDERS**

A. General:

1. Comply with ANSI A14.3.

B. Steel Ladders:

1. Space siderails 16 inches apart unless otherwise indicated or required by Code.
2. Siderails: Continuous, 3/8-by-2-1/2-inch steel flat bars, with eased edges.
3. Rungs: 3/4-inch-square, steel bars.
4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
5. Provide nonslip surfaces on top of each rung, either by coating rung with aluminum-oxide granules set in epoxy-resin adhesive or by using a type of manufactured rung filled with aluminum-oxide grout.
6. Support each ladder at top and bottom and not more than 60 inches o.c. with welded or bolted steel brackets.
7. Prime ladders, including brackets and fasteners.

## **2.7 GENERAL FINISH REQUIREMENTS**

A. Finish metal fabrications after assembly.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.

Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercutting or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
  
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

### **3.2 INSTALLATION OF METAL LADDERS**

- A. Secure ladders to adjacent construction with the clip angles attached to the stringer.
- B. Install brackets as required for securing ladders welded or bolted to structural steel or built into masonry or concrete.

### **3.3 REPAIRS**

- A. Touchup Painting:
  - 1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
    - a. Apply by brush to provide a minimum 2.0-mil dry film thickness.

**END OF SECTION 055000**

## **SECTION 070150 - PREPARATION FOR RE-ROOFING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:

1. Full tear-off of existing overlay-huger roof system.
2. Removal of flashings, and counter flashings.
3. Removal of roof drainage system, as indicated on drawings.
4. Removal of existing roof-top equipment, roof hatch, vents, curbing, etc. as indicated or required. Re-install items as indicated or required during or after installation of new roofing system.

- B. Related Sections:

1. Section 017400 "Cleaning" for continuous cleaning of the area and site, etc.
2. Section 024119 "Selective Demolition" for removal and demolition of the existing materials along with related items and existing metal roofing system and related items and for coordination with new roofing system, flashing, and related items, not otherwise included within this section.
3. Section 076200 "Sheet metal Flashing and Trim" for items relating to installation of complete new overlay roofing system, etc.
4. Section 077200 "Roof Accessories" for items relating to installation of complete new overlay roofing system, etc.
5. Section 079000 "Joint Sealers" for items relating to installation of complete new overlay roofing system, etc.

#### **1.3 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

#### **1.4 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Full Roof Tear-off: Removal of existing overlay & huger roofing system down to existing original roof system and complete removal of existing flashings and other related components

and accessories from existing roofing system, as indicated or required for complete new roofing system.

- C. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- D. Existing to Remain: Existing items of construction that are not indicated to be removed.

## **1.5 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Temporary Roofing: Include Product Data and description of temporary roofing system if used.
- C. Landfill Records: Indicate receipt and acceptance of demolished roofing materials and hazardous wastes, such as asbestos-containing materials if required, by a landfill facility licensed to accept them.

## **1.6 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA/DNR notification regulations before beginning roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Pre-Installation Conference: Conduct conference at Project site.
  - 1. Meet with Owner, Architect, Roofing Consultant, roofing system manufacturer's representative, if applicable; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
    - a. Re-roofing preparation, including roofing system manufacturer's written instructions.
    - b. Temporary protection requirements for existing roofing system that is to remain during and after installation.
    - c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
    - d. Condition and acceptance of existing roof deck and substrate for reuse.
    - e. Structural loading limitations of deck during reroofing.
    - f. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
    - g. HVAC shutdown, electrical disconnect & re-connection and permanent or temporary sealing of air intakes.
    - h. Asbestos removal and discovery of asbestos-containing materials, if encountered.
    - i. Governing regulations and requirements for insurance and certificates, if applicable.
    - j. Existing conditions that may require notification of Architect before proceeding.

## **1.7 PROJECT CONDITIONS**

- A. Owner will occupy building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than seventy-two hours written 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.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Conditions existing at time of inspection for bidding will be maintained by the Owner as far as practical.
- E. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to for rooftop equipment wheel loads and for uniformly distributed loads.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one day as can be made watertight in the same day.

## **PART 2 - PRODUCTS**

### **2.1 TEMPORARY ROOFING MATERIALS**

- A. Design and selection of materials for temporary roofing are responsibilities of Contractor, with approval from Architect and Owner.

### **2.2 AUXILIARY REROOFING MATERIALS**

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing system.

## **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. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

- C. Verify that rooftop utilities and service piping have been shut off before beginning the Work.
- D. Protection of In-Place Conditions:
  - 1. Limit traffic and material storage to areas of existing roofing that have been replaced with new.
  - 2. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
  - 3. Comply with requirements of existing roof system manufacturer's warranty requirements.
- E. Shut off rooftop utilities and service piping before beginning the Work as deemed necessary to complete the work.
- F. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
  - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- G. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

### **3.2 ROOF TEAR-OFF**

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Lower removed roofing materials to ground using acceptable means of removing materials from roof areas.
- C. Full Roof Tear-off: Remove existing roofing and other roofing system components down to the existing original roof system, unless otherwise indicated.
  - 1. Remove existing gutters and downspouts.
  - 2. Remove base flashings and counter flashings.
  - 3. Remove perimeter edge flashing and stops.
  - 4. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
  - 5. Remove wood blocking, curbs, and nailers that may be required.
  - 6. Remove fasteners from deck or cut fasteners off level with deck surface.

### **3.3 EXISTING DECK PREPARATION**

- A. Verify that substrate is visibly dry and free of moisture.
- B. If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect and Owner.
- C. Provide additional deck securement as required or indicated.

### **3.4 EXISTING BASE FLASHINGS**

- A. Remove existing base flashings around curbs, walls, and penetrations.
  - 1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.

- B. New metal flashings are specified in Section 076200 "Sheet Metal Flashing, Coving and Trim."

### **3.5 DISPOSAL**

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials, including hazardous materials, off Owner's property.

### **3.8 FIELD QUALITY CONTROL**

- A. Refer to each roof system specific spec sections that relates to "Field Quality Control".

**END OF SECTION 070150**



## **SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section and Complete Roofing System Includes:

1. Removal of existing metal roof system overlay with roof huger system, metal cross supports, and insulation, down to original metal roof.
2. Fully adhered polyvinyl chloride (PVC) roofing system over original metal roof system.
3. Supplemental mechanically fastened, polyvinyl chloride (PVC) roofing system at edges and vertical installations.
4. Accessory roofing materials (curbs, pipe flashing, etc.).
5. Metal flashings, drainage systems, etc.
6. Mechanically anchored polyisocyanurate roof insulation (fill layer between existing roof flutes, two staggered layers above flutes) tapered crickets, accessories, and screw anchors.
7. Fully adhered high density polyisocyanurate cover board.
8. Metal blocking at eave and rack conditions, etc. as shown in drawings.
9. Walkways from roof hatch to all mechanical units.
10. Metal Nailers in lieu of wood nailers.

- B. Related Requirements:

1. Section 076200 - "Sheet Metal Flashing and Trim" for formed metal roof flashings, counterflashing, fascia trim, drainage systems, etc. as required for complete new roof installation.
2. Section 077200 - "Roof Accessories" for roof accessories (curbs, hatches, pipe portals, etc.) associated with new roof installation.
3. Section 079000 - "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

#### **1.3 DEFINITIONS**

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

#### **1.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Architect, Architect's Roofing Consultant, roofing Installer, manufacturer's representative (if required for warranty approval), and installers whose work interfaces

- with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to removal of existing roofing system, huger system, insulation, anchors, etc.
  3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  4. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
  6. Review interior and exterior temporary protection and barricade requirements for Owner's continuing operations during all roofing system installations.
  7. Review roof observation and repair procedures after roofing installation.

## 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  1. For roofing system, insulation, cover board, roof system component fasteners, include copy of FM Approvals' RoofNav listing.
- B. Shop Drawings: Include **project specific** roof plans, sections, details, and attachments to other work, including the following:
  1. Roof membrane manufacturer's standard details **customized/site specific** for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, penetrations, and insulation, etc.
  2. Base flashings and membrane terminations.
  3. Flashing details at penetrations.
  4. Tapered cricket insulation thickness and slopes.
  5. Roof plan showing orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
  6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
  1. Roof membrane and flashing, of color required.
  2. Walkway pads or rolls, of color required.
  3. **Also submit two actual 12-inch by 12-inch samples of actual roof membrane, used on site, with submitted Warranty.**
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Product Test Reports: For roof membrane and insulation, tests performed by independent qualified testing agency indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
- E. Field Test Reports:
1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- F. 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, NO EXCEPTIONS.

## **1.7 CLOSEOUT SUBMITTALS**

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

## **1.8 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed, listed in FM Approvals' RoofNav, etc. for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive indicated and manufacturer's special warranty.

## **1.9 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.
- E. Comply with the Manufacturer's written instructions for proper material storage.

1. Store roof membrane on provided pallets in the original undisturbed plastic wrap and cover with light colored breathable waterproof tarpaulins in a cool, shaded area. Membrane that has been exposed to the elements must be prepared with PVC and KEE HP 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 tight and secure. Use before expiration of their shelf life.
4. Insulation/underlayment must be stored so that it is kept dry and is protected from the elements. Store bundles flat and upright with the bottom of the bundles elevated (2" or more) above the finished surface.
5. Slit the insulation bundle packaging vertically down the center of the two short sides to prevent moisture accumulation within the package. Completely cover the bundle with a waterproof tarp and secure to prevent wind damage and / or displacement.

### **1.10 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. No roofing projects shall begin from November 1 through March 1 without Owner / State of Missouri approval.
- C. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- D. Warranty: Manufacturer Warranty covering membrane, roof insulation, and other indicated components of the system, for the term indicated.
  1. Limit of Liability: No dollar limitation.
  2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defect in Manufacturer brand materials.
    - c. Defective workmanship used to install these materials.
    - d. Damage due to peak gust wind speed up to minimum 90 mph (FM-90).

### **1.11 WORKMANSHIP**

- A. The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. Safety shall be the responsibility of the roofing contractor. All related personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots. All field splices should be shingled to prevent bucking of water.
- C. 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.
- D. Provide protection, such as plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- E. 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.
- F. New roofing shall be complete and weather tight at the end of the workday.

### **1.12 JOB CONDITIONS, CAUTIONS AND WARNINGS**

- A. Refer to Manufacturer's specifications for general Job Site considerations.
- B. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.
- C. When loading materials onto the roof, the roofing contractor applicator must comply with the requirements to prevent overloading and possible disturbance to the building structure.

### **1.13 WARRANTY**

- A. The state of Missouri is prohibited from entering into binding arbitration. No warranty shall be accepted with any arbitration clause.

Provide a full Labor and Material System Warranty (weather tightness) signed by both the Installer and the Manufacturer

1. Low Profile Single-Ply, PVC Roof: The following language is required for all low profile roof warranties.
  - a. The roofing manufacturer shall provide written confirmation, submitted with shop drawings, that: "All roofing components exclusive of the deck, contained in the system proposed are approved, and compatible with the warranty requirements of the roof system as specified, and that the warranty specified will be issued at completion of project if system is installed as designed.
  - b. A Twenty (20) year SYSTEM warranty shall be provided for Single-Ply PVC roofs. In addition, all insulation, flashings and penetrations shall be included within this warranty.
  - c. Warranty shall be executed by both the system manufacturer and the roofing contractor.
  - d. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering roofing insulation, fasteners, vapor retarders, membrane roofing, base flashing, penetrations, curbs, accessories, etc., if any, for the following warranty period: 2 years from date of Substantial Completion. (See attached format)

- 1) Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defect in Manufacturer brand materials.
    - c. Defective workmanship used to install these materials.
    - d. Damage due to peak gust wind speed up to minimum 90 mph.
  2. Manufacturer's Warranty Period: 20 years from date of Substantial Completion.
- B. **Samples: Submit two actual 12-inch by 12-inch samples of actual roof membranes, used on site, with submitted Warranty**

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings shall remain watertight.
1. All sheet metal, flashings, roof composite construction, terminations, expansion joints, and penetrations shall be designed according to the 1996 NRCA Roofing and Waterproofing Manual details and specifications.
  2. Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
  3. Impact Resistance: Roof membrane to resist impact damage when tested according to ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist wind uplift pressures for building location, at roof area field, perimeter, and roof area corners, when tested according to FM Approvals 4474, UL 580, or UL 1897:
- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
1. Fire/Windstorm Classification: Class 1A-90.
  2. Hail-Resistance Rating: FM Global Property Loss Prevention Data Sheet 1-34 MH SH VSH.
- E. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.

1. Wind Uplift Load Capacity: 90 mph.
- F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

## **2.2 POLYVINYL CHLORIDE (PVC) ROOFING**

- A. PVC Keytone Ethylene Ester (KEE) - Alloy Sheet: ASTM D4434, Type III, with reinforced PVC membrane.
1. Membrane Thickness: 60 mils minimum.
  2. Exposed Face Color: WHITE.
- B. Source Limitations: Obtain all components for roofing system from manufacturers approved by roof membrane manufacturer.

## **2.3 MANUFACTURERS**

- A. Acceptable Manufacturer - Roofing System: (Basis of Design) Carlisle SynTec's Sure-Flex PVC Metal Retrofit Roofing System.
1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
    - a. Specializing in manufacturing the roofing system to be provided.
    - b. Minimum fifteen years of experience manufacturing the roofing system to be provided.
    - c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
    - d. ISO 9000 certified.
    - f. Roofing systems manufactured by the companies listed below are acceptable provided they are completely equivalent in materials and warranty conditions:
      - 1) Carlisle
      - 2) FiberTite, Seaman Corporation.
      - 3) Johns Manville
- B. Substitutions: See Division 1 for requirements related to substitution request.
1. Submit evidence that the proposed substitution complies with the specified requirements.

## **2.4 AUXILIARY ROOFING MATERIALS**

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

- D. Bonding Adhesive: Manufacturer's standard.
- E. Water-Based, Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard water-based, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- F. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- G. Slip Sheet: Manufacturer's standard, of thickness required for application.
- H. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- I. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.
- J. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- K. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

## **2.5 ROOF INSULATION**

- A. General: Preformed roof insulation boards manufactured or approved by PVC roof membrane manufacturer and complying with roof system indicated requirements.
- B. Comply with ASHRAE 90 energy requirements with no less than an average U Value of .05 for the composite roofing system.
- C. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 2, Grade 2, felt or glass-fiber mat facer on both major surfaces.
  - 1. Compressive Strength: 20 psi.
  - 2. Size: 48 by 48 inches or 48 by 96 inches.
  - 3. Thickness:
    - a. Flute Fill Layer: 1-1/2 inches or as required to fill flutes, R9.0.
    - b. Double Layer: (2) 2.6 inches, R15 each.
    - c. Cover Board: 1/2 inch, R2.5.
    - d. Total Thermal Resistance: Not less than R-value of 30, total R-Value approximately R41.5.

## **2.6 INSULATION ACCESSORIES AND COVER BOARD**

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.



- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
  
- C. High Density Polyisocyanurate Cover Board: Non-combustible, water-resistant high density, closed cell polyisocyanurate core with coated glass mat facers, complying with ASTM D 1623, and with the following additional characteristics:
  - 1. Size: 48 inches by 48 inches, nominal.
  - 2. Thickness: 0.5 inch.
  - 3. R-Value: 2.5 based on ASTM tests C158 and C177.
  - 4. Surface Water Absorption: <3%, maximum, when tested in accordance with ASTM C 209.
  - 5. Compressive Strength: 120psi, when tested in accordance with ASTM 1621.
  - 6. Density: 5pcf, when tested in accordance with ASTM 1622.
  - 7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
  - 8. Mold Growth Resistance: Passed, when tested in accordance with ASTM D 3273.
  - 9. Acceptable Product: ISOGARD HD Cover Board as basis of design or equal to.
    - a. Acceptable Manufacturers:
      - 1. Elevate
      - 2. GAF
      - 3. Sika USA
      - 4. Johns Manville
  
- D. Adhesive: Manufacturer's recommended adhesive formulated to fully attach cover board to insulation as follows:
  - 1. Full-spread, spray-applied, low-rise, adhesive.
  
- E. Metal Nailers: Provide metal nailers equal to or better than eliminailer-T system by Carlisle (basis of design) or by manufacturer of roofing system. Submit various manufacturer system for review during submittal process.
  - 1. Metal nailer product to be T-shaped and square for rake conditions and angled for eave/end of slope conditions at gutters.
  - 2. Metal nailers to be installed under cover board and over insulation, fastened through to structure below.
    - a. Install per manufacturer written installation instructions as required to achieve all warranty requirements.
  - 3. Contractor to coordinate size of nailer legs for appropriate coverage for fastening of nailer system to structure and to enclose rakes and eaves to all for fully fastened metal flashing systems
  - 4. Contractors option to provide bid-alternate deduct for wood nailers included in addition to base bid that shall include metal nailers as basis of design system.

## **2.7 WALKWAYS AND PADS**

- A. Flexible Protective Walkways surfacing for roof traffic shall be PVC Walkway Rolls installed per manufacturer's requirements: Provide from roof hatch to all HVAC equipment on roof.
  
- B. Provide splash pads at any condensate line drain points draining directly onto roof membrane for sacrificial surface. Size shall be a 12"x12" minimum size, adhered to the roof membrane as recommended by the manufacturer of the roof membrane system to maintain specified and special warranties.

## 2.8 FASTENING COMPONENTS

### A. Fasteners, Plates and Bars

1. HP Purlin Fastener: A hex-head, threaded, self-drilling, black epoxy electro-deposition coated (E-Coat) fastener used for securement into structural purlins (12-18 gauge) in conjunction with Metal Retrofit Roofing Systems.
2. P-X Fasteners: A heavy duty #15 threaded fastener with a #3 phillips drive used for insulation securement into steel.
3. Insulation Fastening Plates: a nominal 3-inch diameter plastic or metal plate used for insulation attachment.

## 2.9 ADHESIVES, CLEANERS AND SEALANTS

- A. PVC 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 45 - 50 square feet per gallon per finished surface (includes coverage on both surfaces); as recommended by the roofing membrane manufacturer.
- B. PVC Cut-Edge Sealant: A clear-colored sealant used to seal cut edges of reinforced Sure-Flex membrane. A coverage rate of approximately 225 - 275 linear feet per squeeze bottle can be achieved when a 1/8" diameter bead is applied; as recommended by roofing manufacturer.
- C. Water Cut-Off Mastic: Used as mastic to prevent moisture migration at compression terminations and beneath conventional metal edging (at a coverage rate of approximately 10' per tube or 100' per gallon); as recommended by membrane manufacturer.
- D. Universal Single-Ply Sealant: A 100% solids, solvent free, one-part, polyether sealant that provides a weather tight seal to a variety of building substrates. Can be used as a termination bar sealant or for use in counterflashing, coping, and scupper details; as recommended by membrane manufacturer.
- E. PVC One-Part Pourable Sealer: A one-part, moisture curing, elastomeric polyether sealant used to fill Molded Sealant Pockets. Packaged in four 1/2 gallon pouches per plastic bucket. One pouch will fill one Molded Sealant Pocke; as recommended by membrane manufacturer..
- F. Foil Grip Aluminum Tape: A general-purpose pressure-sensitive sealant used as a bond break at joints in PVC Coated Metal. Packaged in rolls 2" wide by 100' long; as recommended by membrane manufacturer.
- G. PVC and KEE HP Membrane Cleaner: Used to prepare membrane that has been exposed to the elements for approximately 7 days prior to heat welding or to remove general construction dirt at an approximate coverage rate of 400 square feet per gallon (one surface); as recommended by membrane manufacturer.
- H. Low-VOC PVC Step 1 Activator: A high-strength, solvent-based activator that allows PVC Pressure-Sensitive (PS) Cover Strip to be bonded to Sure-Flex PVC or KEE HP membranes. Low-VOC PVC Step 1 Activator meets the < 250 gpl VOC content requirements of the OTC Model Rule. It is specially formulated using a blend of VOC-exempt and non-exempt solvents.

- I. Low-VOC PVC Step 2 Primer: A high-solids-content, polymer-based splice primer. This product is applied to KEE HP and PVC membranes to improve the adhesion of PVC Pressure-Sensitive Cover Strip. Low-VOC PVC Step 2 Primer meets the < 250 gpl VOC content requirements of the OTC Model Rule; as recommended by membrane manufacturer.
- J. PVC Step 2 Primer: A high-solids-content, clear (translucent color), polymer-based splice primer used to prepare KEE HP and PVC membranes to be bonded to PVC Pressure-Sensitive Cover Strip; as recommended by membrane manufacturer.

## **2.10 METAL EDGING AND MEMBRANE TERMINATION**

- A. General: All metal edging shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code.
- B. Drip Edges: a metal fascia/edge system with a 24-gauge continuous anchor cleat and 24 gauge steel fascia. Metal fascia color shall be as designated by the Architect.
- C. Termination Bars: a 1” wide and .098” thick extruded aluminum bar pre-punched 6” on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Verify that surface plane flatness and fastening of steel existing roof roofing complies with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drainage systems and conductors and from spilling or migrating onto surfaces of other construction.
- C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
  - 1. Submit test result within 24 hours of performing tests.

- a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

### **3.3 INSTALLATION OF ROOFING, GENERAL**

- A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav, SPRI's Directory of Roof Assemblies listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Stager joints/seams for all sheet or board insulation and cover board installations. Foam all gaps at joints and penetrations for continuous weather tight roof envelope. Typical.

### **3.4 INSTALLATION OF INSULATION**

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Roofing:
  1. Install base layer fillers of insulation before installing full main layer of insulation with end joints staggered not less than 12 inches in adjacent rows and with long joints continuous at right angle to flutes of decking.
    - a. Locate end joints over crests of decking.
    - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
    - d. Fill gaps exceeding 1/4 inch with insulation.
    - e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
    - f. Mechanically attach insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to metal roofing decks.
      - 1) Fasten insulation according to requirements in FM Approvals' RoofNav for specified Windstorm Resistance Classification.
      - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.

### **3.5 INSTALLATION OF COVER BOARDS**

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.
  1. Trim cover board neatly to fit around penetrations and projections.
  2. Cut and fit cover board tight to nailers, projections, and penetrations.
  3. Adhere cover board to substrate using adhesive according to roof manufacturer's recommendations and FM Approvals' RoofNav listed roof assembly requirements for

specified Windstorm Resistance Classification and/or SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:

- a. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- B. Install slip sheet over cover board and immediately beneath roof membrane; as recommended by membrane manufacturer.

### **3.6 INSTALLATION OF ADHERED ROOF MEMBRANE**

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and/or Architect's Roofing Consultant.
- D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, perimeter of roofing and as indicated or required by manufacturer.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
  1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
  2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
  3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

### **3.7 INSTALLATION OF HOT AIR WELDED ROOF MEMBRANE**

- A. Unroll roof membrane and allow to relax before installing.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Owner's consultant.
- C. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer, with side laps shingled with slope of roof deck where possible.

- D. Seams: Clean seam areas, overlap roof membrane, and hot-air-weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
  - 1. Test lap edges with probe to verify seam weld continuity.
  - 2. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
  - 3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- E. Induction-weld roof membrane to plates in accordance with roofing system manufacturer's written instructions, creating 100 percent bond between underside of membrane and top of plates; a partial bond is unacceptable.
  - 1. Test welds to verify adhesion of roof membrane to top of plates in accordance with membrane manufacturer's instructions.

### **3.8 INSTALLATION OF BASE FLASHING**

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### **3.9 INSTALLATION OF WALKWAYS**

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
  - 1. Install flexible walkways at the following locations:
    - a. Perimeter of each rooftop unit.
    - b. Between each rooftop unit location, creating a continuous path connecting rooftop unit locations.
    - c. Between each roof hatch and each rooftop unit location or path connecting rooftop unit locations.
    - d. As required by roof membrane manufacturer's warranty requirements.
  - 2. Provide 6-inch clearance between adjoining pads.
  - 3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### **3.10 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner may, at their discretion, engage an additional qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Final Roof Inspection by Contractor: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect and/or Roof Consultant, and to prepare inspection report.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- D. Defective or nonconfirming conditions defined as follows, unless more stringent criteria required by roofing system manufacturer:
  - 1. Blister, Bubble, Capillaries or Voids: A spongy raised portion of roofing membrane resulting from improper surface preparation, pressure of entrapped air, entrapped water vapor, inadequate adhesive, adhesive bonding failure, improper attachment method, or resulting from climatic installation conditions. Such conditions shall not exceed Four (4) inches in individual diameter, multiple occurrences be spaced less than Forty Eight (48) inches on center, or multiple occurrences exceeding Sixteen (16) square inches within One Hundred Forty Four (144) square feet of surface area
  - 2. Fishmouth: Opening or void in lapped edge or seam.
  - 3. Punctures or Holes: Condition compromising system watertight effectiveness.
  - 4. Seam or Joint Separation: Unbonded edge condition where probing tool penetrates lapped area under firm pressure.
  - 5. Slope, Drainage, or Ponding (Standing Water): Criteria for judging proper slope for drainage is no ponding water on roof surface Forty-Eight (48) hours after precipitation event during conditions conducive to drying.
  - 6. Wrinkles or Distortions: Surface condition that impede the proper flow of water drainage. Insulation and/or Cover Board Joints: Butt joints exceeding 1/4" wide or uneven surfaces exceeding 1/4" vertical measured in transition plane.
  - 7. Additional testing and inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### **3.11 PROTECTING AND CLEANING**

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

### 3.11 ROOFING INSTALLER'S WARRANTY

- 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:
  1. Address:
  2. Building Name/Type:
  3. Address:
  4. Area of Work:
  5. Acceptance Date:
  6. Warranty Period:
  7. 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 herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. Lightning;
    - b. Peak gust wind speed exceeding 90 mph;
    - c. Fire;
    - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    - f. Vapor condensation on bottom of roofing; and
    - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
  2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by 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.

D. 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 075419**

## **SECTION 076200 - SHEET METAL FLASHING AND TRIM**

### **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 SUMMARY**

- A. This Section includes the following new sheet metal flashing, trim, accessories, etc.:
  - 1. Formed roof drainage systems, including gutters, downspouts, etc.
  - 2. Formed slope roof flashing, trim, etc.
  - 3. Formed fascia and roof sheet metal fabrications.
  - 4. Other sheet metal items shown on drawings or required to properly weather seal and complete all exterior work.
- B. Related Sections include the following:
  - 1. Section 075419 "Polyvinyl-Chloride (PVC) Roofing" for Membrane Roofing System for coordinating, furnishing and installing sheet metal flashing and trim integral with and matching roof system.

#### **1.3 COORDINATION**

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leak-proof, secure, and noncorrosive installation.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing, trim, accessories, etc. including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Identify material, thickness, weight, and finish for each item and location in Project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
  - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
  - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.

- 5. Details for separation of dissimilar metals.
- C. Samples: For each type of exposed finish and color required, prepared on Samples of size as indicated below:

## **1.5 QUALITY ASSURANCE**

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
  - 1. All sheet metal, flashings, roof composite construction, terminations, expansion joints, and penetrations shall be designed according to the 1996 NRCA Roofing and Waterproofing Manual details and specifications.
- B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer, Designer and/or Owner.

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

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

## **1.7 PERFORMANCE REQUIREMENTS**

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for design, anchorage, dimensions and profiles shown or required, unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

- E. Loading Requirements: Provide all sheet metal flashing, panels, supports, trims, anchors and accessories to meet the following:
  - 1. Wind Load: 90 MPH Velocity minimum.
  - 2. Design Criteria: Per current International Building Code.
  - 3. Deflection Limits: For wind loads, no greater than 1/240 of the span.

## **1.8 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

## **1.9 COORDINATION**

- A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of walls, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

## **1.10 WARRANTY**

- A. General Warranty: Special warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Finish Warranty: Submit a written warranty, signed by manufacturer, covering failure of the factory-applied exterior finish on sheet metal flashing and trim within the specified warranty period and agreeing to repair finish or replace roof panels that show evidence of finish deterioration. Deterioration of finish includes, but is not limited to, color fade, chalking, cracking, peeling, and loss of film integrity.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.
- C. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of Roofing Section, signed by Installer, covering roofing, insulation, fasteners, flashings, penetrations, curbs, accessories, etc., if any, for the following warranty period:
  - 1. Warranty Period: Twenty (20) Years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 SHEET METALS**

- A. Pre-Finished, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755.

1. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

## 2.2 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 40 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.
  1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C) or higher.
  2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C) or lower.
  3. Products; Subject to compliance with requirements, provide one of the following:
    - a. Carlisle Residential, a division of Carlisle Construction Materials; WIP 300HT.
    - b. Grace Construction Products, a unit of W. R. Grace & Co.; Grace Ice and Water Shield HT.
    - c. Henry Company; Blueskin PE200 HT.
    - d. Tamko Waterproofing; TW Metal and Tile Underlayment.
- B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application under metal roofing.

## 2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Self-tapping screws, self-locking rivets and bolts, and other suitable concealed fasteners designed to withstand design loads.
  1. Fasteners for Flashing and Trim: Concealed Blind fasteners or self-drilling screws, gasketed, with hex washer head.
  2. Concealed Blind Fasteners: Stainless-steel rivets.
- C. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; 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.

## 2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, anchorage, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before fabrication.
1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
  3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams.
  4. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
    - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal soffit panel manufacturer for application but not less than thickness of metal being secured.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- D. On-Site Fabrication: Subject to compliance with requirements of this Section, metal fabrications may be fabricated on-site using UL-certified, portable roll-forming equipment and warranted by manufacturer to be equal to factory-formed units. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- E. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- F. Fabrication Tolerances:
1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- G. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- H. Conceal fasteners and expansion provisions on exposed-to-view sheet metal flashing and trim, unless otherwise approved by Architect.

- I. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
  - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" and FMG Loss Prevention Data Sheet 1-49 for application but not less than thickness of metal being secured.
- J. Seams:
  - 1. 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.
- K. Do not use graphite pencils to mark metal surfaces.

## **2.5 ROOF-EDGE DRAINAGE SYSTEMS**

- A. Gutters: Manufactured in uniform section lengths not exceeding 12 ft., with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 1 inch above front edge and extended under roof system, as shown on drawings. Furnish extra heavy-duty flat-stock gutter straps as indicated, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
  - 1. Pre-Finished Metallic-Coated Steel Sheet: Nominal 0.034-inch minimum thickness, per NRCA and SMACNA.
  - 2. Special Gutter Supports: Special gutter brackets, as shown on drawings, with finish matching the gutters.
  - 3. Color: Match existing or as selected by Architect from manufacturer's full range
- B. Downspouts: Plain rectangular to match existing and as shown on drawings, complete with, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
  - 1. Pre-Finished Metallic-Coated Steel Sheet: Nominal 0.034-inch minimum thickness, per NRCA and SMACNA.
  - 2. Color: Match existing or as selected by Architect from manufacturer's full range
- C. Other Roof Related Accessories: Fabricate of dimensions indicated or required.
  - a. Fabricate other accessories from Pre-Finished, Metallic-Coated Steel: 0.034 inch minimum metal thickness, per NRCA and SMACNA.
  - b. Color: As selected by Architect from manufacturer's full range

## **2.6 MISCELLANEOUS SHEET METAL FABRICATIONS**

- A. Fascia: Fabricate in continuous sections not exceeding 12-foot long. Miter corners, fasten and seal for maximum Two (2) feet from miter.
  - 1. Fascia: Fabricate in accordance with SMACNA's "Architectural Sheet Metal Manual."
  - 2. Joint Style: Minimum of three (3) inch bayonet type end lap connection
  - 3. Surface: Smooth, flat finish.
    - a. Finish: Two-coat fluoropolymer.

- b. Color: Match Architect's sample or as selected by Architect from manufacturer's full range.
- B. Roof-Edge Fascia: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 ft. and a continuous metal receiver with integral drip-edge cleat to engage fascia cover and secure single-ply roof membrane. Provide matching corner units.
  - 1. Metallic-Coated Steel Fascia Covers: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, nominal 0.034-inch minimum thickness and thickness as required to meet performance requirements.
    - a. Surface: Smooth, flat finish.
    - b. Finish: Two-coat fluoropolymer.
    - c. Color: As selected by Architect from manufacturer's full range to match existing building.
- C. Eave, Rake & Drip Flashings, Panels, and Other Flashings:
  - 1. Metallic-Coated Steel Sheet Coping: Zinc-coated (galvanized) steel, minimum nominal 0.034-inch thickness and as required to meet performance requirements, per NRCA and SMACNA.
    - a. Surface: Smooth, flat finish.
    - b. Finish: Two-coat fluoropolymer.
    - c. Color: Match Architect's sample or as selected by Architect from manufacturer's full range to match fascia.

## 2.7 FINISHES

- A. Finish for all Metal Materials:
  - 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Color: Match existing or as selected by Architect from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
  - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 60 days and/or per manufacturer's recommendation.

### 3.3 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. Use fasteners, 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, levels, and slopes. 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. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting or saw cutting of sheet metal flashing and trim is not permitted.
  6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
1. Coat side of 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 wood substrates, install a course of underlayment and cover with a slip sheet.
  3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 12 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type 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 elastomeric sealant concealed within joints.
- D. Fasteners: Use concealed fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
1. Galvanized or Pre-Finished, Metallic-Coated Steel: Use stainless-steel fasteners.
  2. Aluminum: Use aluminum or stainless-steel fasteners.
- E. Seal joints with elastomeric sealant as required for watertight construction.

1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
  1. Do not solder metallic-coated steel sheet.
- G. Separations: Provide for separation of non-compatible metal(s) or corrosive substrates by coating concealed surfaces at locations of contact with bituminous coating or other permanent separation as indicated on drawings and as recommended by manufacturer/fabricator.

### **3.4 ROOF-EDGE DRAINAGE SYSTEM INSTALLATION**

- A. General: Install sheet metal roof drainage items to comply with performance requirements and produce complete roof drainage system according to The NRCA Roofing Manual and SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters:
  1. Join sections with rivets and sealed with sealant.
  2. Provide for thermal expansion at maximum 50 feet intervals.
  3. Attach gutters at eave or fascia to firmly anchor them in position.
  4. Provide end closures and seal watertight with sealant.
  5. Slope to downspouts.
  6. Fasten gutter spacers to front and back of gutter.
  7. Anchor gutter with straps spaced not more than 24 inches apart to roof deck unless otherwise indicated, and loosely lock to front gutter bead.
  8. Install gutter with expansion joints, not exceeding, 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.
  1. Ensure downspouts align with splash pads.

### **3.5 ROOF FLASHING INSTALLATION**

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and produce complete roofing system according to The NRCA Roofing Manual and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level. Install work with laps, joints, and seams that will be permanently watertight.
- B. Roof Edge Flashing:

1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at **staggered 3-inch** centers.

### 3.6 MISCELLANEOUS FLASHING INSTALLATION

- A. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- B. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches.
- C. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric or butyl sealant and clamp flashing to pipes that penetrate roof.
- D. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.
- E. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

### 3.7 INSTALLATION TOLERANCES

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

### 3.8 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- C. 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. **Walk the entire perimeter of the building (25 foot path) with a magnet to pick up nails and fasteners**

3. Remove tools, construction equipment, machinery, and surplus material from the site.
  4. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
  5. 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.
  6. Leave the Project clean.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

**END OF SECTION 076200**

## **SECTION 077200 - ROOF ACCESSORIES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Roof hatch Safety Railings.
  - 2. Equipment supports.
  - 3. Heat and smoke vents.
  - 4. Preformed flashing sleeves.
- B. Related Sections:
  - 1. Section 076200 "Sheet Metal Flashing, and Trim" for shop- and field-formed metal flashing and miscellaneous sheet metal trim and accessories.
  - 2. Section 075419 "Polyvinyl-Chloride (PVC) Roofing" for roof system.

#### **1.3 COORDINATION**

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of roof accessory.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories.
  - 1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.
  - 2. Detail mounting, securing, and flashing of roof-mounted items to roof structure. Indicate coordinating requirements with roof membrane system.
  - 3. Wind-Restraint Details: Detail fabrication and attachment of wind restraints. Show anchorage details and indicate quantity, diameter, and depth of penetration of anchors.

## **1.5 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
  - 1. Size and location of roof accessories specified in this Section.
  - 2. Method of attaching roof accessories to roof or building structure.
  - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
  - 4. Required clearances.

## **1.6 QUALITY ASSURANCE**

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.2, "Structural Welding Code - Aluminum."

## **1.7 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

## **1.8 FIELD CONDITIONS**

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

## **1.9 COORDINATION**

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Wind-Restraint Performance: Design Pressure: 90 MPH Velocity.

### **2.2 ROOF CURBS AND EQUIPMENT SUPPORTS**

- A. Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings, bearing continuously on roof structure, and capable of meeting performance requirements; with welded or

mechanically fastened and sealed corner joints, straight sides, and integrally formed deck-mounting flange at perimeter bottom, to match existing.

- B. Internally reinforced perimeter or Rail-type metal equipment supports capable of supporting superimposed live and dead loads between structural supports, including equipment loads and other construction indicated on Drawings, spanning between structural supports; capable of meeting performance requirements; with welded corner joints, and integrally formed structure-mounting flange at bottom.
- C. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- D. Steel: Zinc-coated (galvanized) or Aluminum-zinc alloy-coated steel sheet, 0.064 inch minimum thick or to match existing.
  - 1. Finish: Mill phosphatized or Powder coat to match existing.
- E. Stainless Steel: 0.0781-inch-thick sheet.
  - 1. Finish: Manufacturer's standard.
- F. Construction:
  - 1. Curb Profile: Manufacturer's standard and profile to match existing and as indicated on drawings compatible with roofing system.
  - 2. Fabricate curbs and supports to minimum height of 12 inches above roofing surface unless otherwise indicated.
  - 3. Top Surface: Level top of curb, with roof slope accommodated by sloping deck-mounting flange.
  - 4. Sloping Roofs: Where roof slope exceeds 1/4 inch per 12 inches (1:48), fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.
  - 5. Insulation: Factory insulated with a minimum of 1-1/2-inch-thick glass-fiber board insulation.
  - 6. Liner: Same material as curb, of manufacturer's standard thickness and finish.
  - 7. Nailer: Factory-installed continuous wood nailers 3-1/2 inches or 5-1/2 inches wide under top flange on side of curb, continuous around support perimeter.
  - 8. Wind-Restraint Straps and Base Flange Attachment: Provide wind-restraint straps, welded strap connectors, and base flange attachment to roof structure at perimeter of curb, of size and spacing required to comply with wind-uplift requirements.
  - 9. Platform Cap: Where portion of equipment support is not covered by equipment, provide weathertight platform cap formed from 3/4-inch-thick plywood covered with metal sheet of same type, thickness, and finish as required for curb.
  - 10. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as equipment support.

## 2.3 ROOF HATCH

- A. Roof Hatches: Metal roof-hatch units with lids and insulated single-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, straight sides, and integrally formed deck-mounting flange at perimeter bottom.

- B. Provide units and railings, etc. complying with OSHA 29 CFR 1910.23 regulations.
- C. Type and Size: Single-leaf lid, 32 by 38 inches (field verify existing opening size).
- D. Loads: Minimum 40-lbf/sq. ft. external live load and 20-lbf/sq. ft. internal uplift load.
- E. Hatch Material: Aluminum sheet.
  - 1. Thickness: Manufacturer's standard thickness for hatch size indicated.
  - 2. Finish: Mill.
- F. Construction:
  - 1. Insulation: Polyisocyanurate board.
    - a. R-Value: 20.0 according to ASTM C 1363.
  - 2. Nailer: Factory-installed wood nailer continuous around hatch perimeter; as required for roofing system installation.
  - 3. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
  - 4. Curb Liner: Manufacturer's standard, of same material and finish as metal curb.
  - 5. Fabricate curbs to minimum height of 12 inches above roofing surface.
- G. Hardware: Spring operators, hold-open arm, galvanized or stainless-steel spring latch with turn handles, galvanized or stainless-steel butt- or pintle-type hinge system, and padlock hasps inside and outside.
- H. Safety Railing System: Roof-hatch manufacturer's standard system including rails, clamps, fasteners, safety barrier at railing opening, and accessories required for a complete installation; attached to roof hatch and complying with 29 CFR 1910.23 requirements and authorities having jurisdiction.
  - 1. Height: 42 inches above finished roof deck.
  - 2. Posts and Rails: Galvanized-steel pipe, 1-1/4 inches in diameter.
  - 3. Maximum Opening Size: System constructed to prevent passage of a sphere 21 inches in diameter.
  - 4. Self-Latching Gate: Fabricated of same materials and rail spacing as safety railing system. Provide manufacturer's standard hinges and self-latching mechanism.
  - 5. Post and Rail Tops and Ends: Weather resistant, closed or plugged with prefabricated end fittings.
  - 6. Provide weep holes or another means to drain entrapped water in hollow sections of handrail and railing members.
  - 7. Fabricate joints exposed to weather to be watertight.
  - 8. Fasteners: Manufacturer's standard, finished to match railing system.
  - 9. Finish: Manufacturer's standard.
    - a. Color: As selected by Architect from manufacturer's full range.
- I. Ladder-Assist Post: Roof-hatch manufacturer's standard device for attachment to roof-access ladder.
  - 1. Operation: Post locks in place on full extension; release mechanism returns post to closed position.



2. Height: 42 inches above finished roof deck.
3. Material: Steel tube.
4. Post: 1-5/8-inch-minimum diameter pipe.
5. Finish: Manufacturer's standard baked enamel or powder coat.
  - a. Color: As selected by Architect from manufacturer's full range.

## **2.4 PIPE PORTALS**

- A. Flashing Pipe Portal: Formed aluminum membrane-mounting flashing flange and sleeve with collared opening and pressure-sealed conically shaped EPDM protective rubber cap sized for piping indicated, with stainless steel snaplock swivel clamps.

## **2.5 PREFORMED FLASHING SLEEVES**

- A. Flashing: Double-walled metal flashing sleeve or boot, insulation filled, with integral deck flange, 12 inches high, with removable metal hood and metal collar.
  1. Metal: Aluminum sheet, 0.063 inch thick.
  2. Finish: Manufacturer's standard.
- B. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.
  1. Metal: Aluminum sheet, 0.063 inch thick.
  2. Finish: Manufacturer's standard.

## **2.6 METAL MATERIALS**

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation.
  1. Mill-Phosphatized Finish: Manufacturer's standard for field painting.
- B. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, AZ50 (AZM150) coated.
- C. Aluminum Sheet: ASTM B 209 (ASTM B 209M), manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  1. Mill Finish: As manufactured or Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm] or thicker.
- D. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.
- E. Stainless-Steel Sheet and Shapes: ASTM A 240/A 240M or ASTM A 666, Type 304.
- F. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.
- G. Galvanized-Steel Tube: ASTM A 500/A 500M, round tube, hot-dip galvanized according to ASTM A 123/A 123M.

- H. Steel Pipe: ASTM A 53/A 53M, galvanized.

## 2.7 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, thickness and thermal resistivity as indicated.
- C. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1-1/2 inches thick.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Underlayment:
  - 1. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
  - 2. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.
  - 3. Slip Sheet: Building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum, rosin sized.
  - 4. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
  - 5. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
  - 6. Fasteners for Zinc-Coated or Aluminum-Zinc Alloy-Coated Steel: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.
  - 7. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  - 8. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- F. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, TPO, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- G. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane or silicone polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- H. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- I. Asphalt Roofing Cement: ASTM D 4586/D 4586M, asbestos free, of consistency required for application.

## **2.8 GENERAL FINISH REQUIREMENTS**

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

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

### **3.2 INSTALLATION**

- A. General: Install roof accessories according to manufacturer's written instructions.
  - 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
  - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Roof Insulation: Remove and re-install new insulation around new roof accessories to match existing insulation and per roof manufacturer's requirements for warranty.
- C. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum and stainless-steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of underlayment and cover with manufacturer's recommended slip sheet.
  - 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- D. Roof-Hatch Installation:

1. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
  2. Attach safety railing system to roof-hatch curb.
  3. Attach ladder-assist post according to manufacturer's written instructions.
- E. Pipe Support Installation: Comply with MSS SP-58 and MSS SP-89. Install supports and attachments as required to properly support piping. Arrange for grouping of parallel runs of horizontal piping, and support together.
1. Pipes of Various Sizes: Space supports for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
- F. Preformed Flashing-Sleeve and Flashing Pipe Portal Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions; flash sleeve flange to surrounding roof membrane according to roof membrane manufacturer's instructions.
- G. Seal joints with elastomeric sealant as required by roof accessory manufacturer.

### **3.3 REPAIR AND CLEANING**

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780/A 780M.
- B. Clean exposed surfaces according to manufacturer's written instructions.
- C. Clean off excess sealants.
- D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

**END OF SECTION 077200**

## **SECTION 079000 - JOINT SEALERS**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Sealants and joint backing.

#### **1.2 SUBMITTALS**

- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, color availability, and other applicable information.
- C. Samples: Submit two sets of actual sealant samples, of each type of sealant specified, illustrating sealant colors for selection; at exposed areas.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

#### **1.3 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

#### **1.4 COORDINATION**

- A. Coordinate the work with all sections referencing this section.

#### **1.5 WARRANTY**

- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

### **PART 2 - PRODUCTS**

#### **2.1 SEALANTS**

- A. General Purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses T,O, NT, and M; single component.
  - 1. Color: color as selected.
  - 2. Product:
    - a. Tremco: Vulkem 116; [www.tremcosealants.com](http://www.tremcosealants.com).
    - b. Bostik Findley, Inc.: Chem-Calk 900 Polyurethane Sealant; [www.bostik.com](http://www.bostik.com)
    - c. Pecora Corporation: Dynatrol I-XL, polyurethane; [pecora.com](http://pecora.com).
  - 3. Applications: Use for:
    - a. Soft joints between masonry and other materials.
    - b. Joints between concrete and other materials.
    - c. Joints between metal and other materials.
    - d. Other exterior joints for which no other sealant is indicated.

- B. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
  - 1. Product:
    - a. Tremco: Butyl Rubber Sealant; [www.tremcosealants.com](http://www.tremcosealants.com).
    - b. Bostik Findley, Inc.: Chem-Calk 300 Butyl Rubber Sealant; [www.bostik.com](http://www.bostik.com)
    - c. Pecora Corporation: BC-158, One-part Butyl Rubber Sealant; [pecora.com](http://pecora.com).
  - 2. Applications: Use for:
    - a. Concealed sealant bead in roofing and sheet metal work.

## **2.2 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### **3.2 PREPARATION**

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C 1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### **3.3 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C 1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- D. Install bond breaker where joint backing is not used.

- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

### **3.4 CLEANING**

- A. Clean adjacent soiled surfaces.

### **3.5 PROTECTION OF FINISHED WORK**

- A. Protect sealants until cured.

**END OF SECTION 079000**

## SECTION 099123 - PAINTING

### 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 SUMMARY

- A. This Section includes surface preparation and field painting of exposed interior items and surfaces.
  - 1. Surface cleaning, preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed existing metal ceiling and structure surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
  - 1. **Painting includes field painting existing ceilings (interior side of metal roof panels and structural supports) in the hanger area including exposed bare and covered pipes and ducts, hangers, supports, exposed steel and iron roof structure (beams, joists, girts, purlins, etc.), unless otherwise noted.**
  - 2. **Surface clean existing ceiling (after removing existing roof insulation), all structural roof components, and other items to be painted.**
  - 3. **Coordinate and block off areas to be cleaned and painted, so as protect equipment, aircraft, etc. and not affect Owners operation within the hanger.**
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 1. Prefinished items include the following factory-finished components:
    - a. Finished mechanical and electrical equipment.
    - b. Light fixtures.
  - 2. Finished metal surfaces include the following:
    - a. Anodized aluminum.
    - b. Stainless steel.
    - c. Chromium plate.
    - d. Copper and copper alloys.
    - e. Bronze and brass.
  - 3. Operating parts include moving parts of operating equipment and the following:
    - a. Valve and damper operators.



- b. Linkages.
    - c. Sensing devices.
    - d. Motor and fan shafts.
  - 4. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- D. Related Sections include the following:
- 1. Section 055000 "Metal Fabrications" for factory priming metal fabrications.

### **1.3 DEFINITIONS**

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
- 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85 degree meter.
  - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
  - 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
  - 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

### **1.4 SUBMITTALS**

- A. Product Data: For each paint system indicated.
- 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
  - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
- B. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.

### **1.5 QUALITY ASSURANCE**

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

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

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

## **1.7 PROJECT CONDITIONS**

- A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
  1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## **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.
  1. Benjamin Moore & Co. (Benjamin Moore).
  2. PPG Industries, Inc. (Pittsburgh Paints).
  3. Sherwin-Williams Co. (Sherwin-Williams).

### **2.2 PAINT MATERIALS, GENERAL**

- A. Material Compatibility: Provide primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: As selected by Architect/Owner from manufacturer's full range.

### **2.3 INTERIOR PAINTING SCHEDULE**

- A. Metal Substrates (Steel, Galvanized Steel):
  1. Alkyd Enamel System:

- a. Intermediate Coat: Water-based acrylic, interior, matching topcoat, as required. Verify compatibility with manufacturer's primer finish.
  - b. Finish Topcoats: Sherwin-Williams; Classic 99 Interior Alkyd Semi-Gloss Enamel A-40 Series: Applied at a dry film thickness of not less than 1.7 mils (0.043 mm).
- B. Interior Water Based Dry-fall System at Hanger Ceilings:
- 1. Top Coat: Dry-fall latex, flat: S-W Pro Industrial Waterborne Acrylic Dryfall Flat, B42-80 Series, at 6.0 mils wet, 1.7 mils dry.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application. Comply with procedures specified in PDCA P4.
  - 1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.

### **3.2 PREPARATION**

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
  - 2. Surface clean existing ceiling (after removing existing roof insulation), all structural roof components, and other items to be painted.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and reprime.

2. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
    - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
  3. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  3. Use only thinners approved by paint manufacturer and only within recommended limits.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  2. Provide finish coats that are compatible with primers used.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  2. Omit primer over metal surfaces that have been shop primed and touchup painted.
  3. If undercoats, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- F. Mechanical items at ceiling to be painted include, but are not limited to, the following:
1. Uninsulated metal piping.
  2. Uninsulated plastic piping.
  3. Pipe hangers and supports.
  4. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material.
- G. Electrical items at ceiling to be painted include, but are not limited to, the following:
1. All exposed conduit and electrical boxes.
- H. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- I. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- J. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### **3.4 CLEANING**

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.

### **3.5 PROTECTION**

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
1. Coordinate and block off areas to be cleaned and painted, so as protect equipment, aircraft, etc. and not affect Owners operation within the hanger.

- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
  - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### **3.6 INTERIOR PAINT SCHEDULE**

- A. Ferrous and Zinc-Coated Metal: Provide the following finish systems over ferrous metal, (including HM frames):
  - 1. Semi-gloss Alkyd-Enamel Finish: Two finish coats over a primer.
    - a. Finish Coats: Interior semigloss alkyd enamel.
- B. Exposed Ceiling and Structure: Provide the following finish systems over Exposed Ceiling/Structure/Ducts:
  - 1. Waterborne Acrylic Dryfall: Two finish coats over touch-up primer.
    - a. Primer: Interior metal primer.
    - b. Finish Coats: Waterborne Acrylic Dryfall, Flat.

**END OF SECTION 099123**