

# PROJECT MANUAL

*Exterior Building Renovations*

*Missouri State Highway Patrol*

*Troop D General Headquarters*

*Springfield, Missouri*

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

Date Issued: October 15, 2025

Project No.: R2416-01

STATE *of* MISSOURI

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OFFICE *of* ADMINISTRATION  
Facilities Management, Design and Construction

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**SECTION 000107  
PROFESSIONAL SEALS AND CERTIFICATIONS**

PROJECT TITLE: EXTERIOR BUILDING RENOVATIONS

PROJECT LOCATION: MISSOURI STATE HIGHWAY PATROL  
TROOP D HEADQUARTERS AND CRIME LAB  
3131 EAST KEARNEY STREET  
SPRINGFIELD, MISSOURI 65803

PROJECT NUMBER: R2416-01

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:



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

PROJECT MANUAL DIVISIONS  
1, 2, 7, 8, 9, 12, & 32

**END OF SECTION 000107**

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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	G-001	10/15/25	G001.dwg
2. Site Plan	G-100	10/15/25	G100.dwg
3. Floor Plans	A100	10/15/25	A100.dwg
4. Elevations	A200	10/15/25	A200.dwg
5. Details	A500	10/15/25	A500.dwg

**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. Exterior Building Renovations  
Missouri State Highway Patrol (MSHP) Troop D General Headquarters  
Springfield, Missouri  
**Project No.: R2416-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, April 2, 2026
- B. **Only electronic bids sent to [FMDCBids@oa.mo.gov](mailto:FMDCBids@oa.mo.gov) shall be accepted: (See Instructions to Bidders for further detail)**

### 4.0 DESCRIPTION:

- A. Scope: The project includes window, selective door, and garage door replacements in the original headquarters building structure including replacement of exterior panel seals and painting.
- B. MBE/WBE/SDVE Goals: MBE 0%, WBE 0%, 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.**

### 5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, March 12, 2026, at MSHP Troop D General Headquarters Conference Room, 3131 East Kearney Street, Springfield, MO 65803
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

### 6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of \$30.00 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: OA-FMDC Project Design Unit, Michael Berendzen, 573.751.7095, email: [michael.berendzen@oa.mo.gov](mailto:michael.berendzen@oa.mo.gov)
- B. Project Manager: L. Scott Samuels, 573.690.6760, email: [scott.samuels@oa.mo.gov](mailto:scott.samuels@oa.mo.gov)

### 8.0 GENERAL INFORMATION:

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

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

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

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

### **2.0 - BID DOCUMENTS**

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

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

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

### **4.0 - INTERPRETATIONS**

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

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

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

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

004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004337	MBE/WBE/SDVE 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

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

## **6.0 - SIGNING OF BIDS**

- A. A bid 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. If the Bidder is an entity organized in a state other than Missouri, the Bidder must provide a Certificate of Authority to do business in the State of Missouri.
- B. If the successful Bidder is doing business in the State of Missouri under a fictitious name, the Bidder shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- C. A bid from an individual shall be signed as noted on the Bid Form.
- D. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture, or an attorney-in-fact. If the bid is signed by an officer of

a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

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

#### **7.0 - RECEIVING BID SUBMITTALS**

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

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

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

#### **9.0 - AWARD OF CONTRACT**

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

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

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

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

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

#### **11.0 - 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, manufacturer, or suppliers 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. 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 or if more than one subcontractor is listed for any category without designating the portion of work to be performed by each, 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 Bidder’s domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

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

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

**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 nonresponsive, and its bid shall be rejected.
- 2. The Bidder should submit with its bid all 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 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 Prime Bidder that qualifies as an SDVE shall receive a three-percentage point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE 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 will become the apparent low responsive bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service-Disabled Veteran Business Form, and any information required by the form.

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

E. Waiver of MBE/WBE/SDVE 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 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 granted a waiver and will be considered to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE 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;

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 in the bid, unless the amount is modified in writing by the Owner.
- 2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
  - a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or
  - b. Declaring the Contractor be nonresponsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.
- 3. If the Contractor replaces an MBE, WBE, or SDVE during the course of the 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 in writing.
- 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 Construction Contract

THIS AGREEMENT is made (DATE) by and between:

## *Contractor Name and Address*

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

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

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

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

**Project Name:** Exterior Building Renovations  
Missouri State Highway Patrol (MSHP) Troop D General Headquarters  
Springfield, Missouri

**Project Number:** R2416-01

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

## **ARTICLE 3. LIQUIDATED DAMAGES**

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

**ARTICLE 4. CONTRACT SUM**

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

Base Bid: \$

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

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

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

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

**ARTICLE 5. PREVAILING WAGE RATE**

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

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

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

The Contractor has been granted a waiver of the 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. Unit Prices (Section 004322)
    - 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)
  - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
  - f. General Conditions (Section 007213)
  - g. Supplementary Conditions (Section 007300)
  - h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333), if applicable
  - i. Wage Rate(s) (Section 007346)
2. Division 1 – General Requirements
3. All Drawings identified in the Project Manual
4. All Technical Specifications included in the Project Manual
5. Addenda, if applicable

**ARTICLE 8 – CERTIFICATION**

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

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

**APPROVED:**

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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.

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*Corporate Secretary*

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

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

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

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

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

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

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

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

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

(Insert Project Title and Number)

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

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

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

**AS APPLICABLE:**

**AN INDIVIDUAL**

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

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

**A PARTNERSHIP**

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

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

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

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

**CORPORATION**

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

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

**SURETY**

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

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

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

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

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

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



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

**QUALITY COMPARISON**

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

**PREVIOUS INSTALLATIONS**

PROJECT	ARCHITECT/ENGINEER	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:

---

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
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TITLE
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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			
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) \$	
THE TOTAL MBE/WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: \$			
SELECT MBE, WBE, SDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	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	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	

Revised 06/2023

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

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

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

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

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

(NAME)

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

(POSITION) (NAME OF THE COMPANY)

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

(NAME OF PROJECT)

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

(NAME OF THE INSTITUTION)

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

SIGNATURE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSEER 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

## INDEX

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- 1.6. Patents and Royalties
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#### 7.1. For Site Conditions

#### 7.2. For Cause

#### 7.3. For Convenience

## SECTION 007213 - GENERAL CONDITIONS

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

## ARTICLE 1 – GENERAL PROVISIONS

### ARTICLE 1.1 - DEFINITIONS

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

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

## ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1.8 - COMMUNICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

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

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

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

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

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

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

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

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

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

with the requirements outlined in Section 013200 – Schedules.

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

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

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

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

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

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

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

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

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

#### ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
  2. Delivery is made in accordance with the time frame on the approved schedule.
  3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.
  4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:
1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
  2. Materials stored in one location off site are valued in excess of \$25,000.
  3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
4. The materials are stored in a facility approved and inspected, by the Construction Representative.
  5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
  2. A reasonable doubt that this contract can be completed for the unpaid balance.
  3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
  4. Failure of the Contractor to update the construction schedule.
- When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.
- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be

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

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

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

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

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

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

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

**ARTICLE 6.2 – INSURANCE**

- A. The successful Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to commencing work.
- B. Minimum Scope and Extent of Coverage
  - 1. General Liability  
Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.  
  
If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.
  - 2. Automobile Liability  
Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".
  - 3. Workers' Compensation and Employer's Liability  
Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers' Compensation.
  - 4. Builder's Risk or Installation Floater Insurance  
Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this contract price, whichever is greater, with loss payable to Contractor and Owner as their respective interests may appear.

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

- C. Minimum Limits of Insurance
  - 1. General Liability  
Contractor  
\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage  
\$2,000,000 annual aggregate
  - 2. Automobile Liability  
\$2,000,000 combined single limit per occurrence for bodily injury and property damage
  - 3. Workers' Compensation and Employers Liability  
Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.  
  
General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.
- D. Deductibles and Self-Insured Retentions  
All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Upon receipt of notification, the Contractor shall:

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

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

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

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

## SECTION 007300 - SUPPLEMENTARY CONDITIONS

### 1.0 GENERAL:

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

### 2.0 CONTACTS:

Designer: Michael Berendzen  
OA-FMDC Project Design Unit  
301 West High Street, Room 780  
Jefferson City, MO 65101  
Telephone: 573.751.7095  
Email: [michael.berendzen@oa.mo.gov](mailto:michael.berendzen@oa.mo.gov)

Construction Representative: David Burkett  
Division of Facilities Management, Design and Construction  
730 S. Wall Street  
Joplin, MO 64801  
Telephone: 573.644.2442  
Email: [david.burkett@oa.mo.gov](mailto:david.burkett@oa.mo.gov)

Project Manager: L. Scott Samuels  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, MO 65101  
Telephone: 573.690.6760  
Email: [scott.samuels@oa.mo.gov](mailto:scott.samuels@oa.mo.gov)

Contract Specialist: April Howser  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573.751.0053  
Email: [april.howser@oa.mo.gov](mailto:april.howser@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



MIKE KEHOE, Governor

# Annual Wage Order No. 32

Section 039  
**GREENE COUNTY**

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

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

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$30.51
Boilermaker	\$33.10*
Bricklayer-Stone Mason	\$54.83
Carpenter	\$50.77
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.20
Plasterer	
Communication Technician	\$33.25
<b>Electrician (Inside Wireman)</b>	<b>\$47.28</b>
Electrician Outside Lineman	\$33.10*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.10*
Glazier	\$50.07
Ironworker	\$68.38
Laborer	\$42.22
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.70
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$54.40
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.36
Plumber	\$53.58
Pipe Fitter	
Roofer	\$46.12
Sheet Metal Worker	\$52.43
Sprinkler Fitter	\$69.12
Truck Driver	\$33.10*
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  
GREENE County

Section 039

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$56.22
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$33.10*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.13
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.60
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.46
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**

**1.01 RELATED DOCUMENTS**

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

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project consists of window replacement and other exterior renovations at the Troop D Headquarters building.
  - 1. Project Location: Troop D Headquarters and Crime Lab, 3131 East Kearney Street, Springfield, MO 65803.
  - 2. Owner: State of Missouri, Missouri State Highway Patrol, General Headquarters, 1510 East Elm Street, Jefferson City, Missouri 65102.
- B. Contract Documents dated October 15, 2025, were prepared for this project by the Project Design Unit, 301 West High Street, Jefferson City, Missouri 65102.
- C. The Work consists of the following:
  - 1. Base Bid Work includes furnishing all labor, materials, and services necessary for replacement of windows and other exterior renovations.
  - 2. Alternate No. 1: Install a new exterior light on existing parking lot light pole where shown. Specification Section 265600 Exterior Lighting provides requirements for this Alternate.
- D. The Work will be constructed under a single prime contract.

**1.03 WORK SEQUENCE**

- A. The Work will be conducted in a single phase.

**1.04 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.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles always. 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. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

**1.05 OCCUPANCY REQUIREMENTS**

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

**PART 2 PRODUCTS (NOT APPLICABLE)**

**PART 3 EXECUTION (NOT APPLICABLE)**

**END OF SECTION 011000**

Summary of Work

R2416-01 - Exterior Building Renovations

MSPH Troop D Headquarters and Crime Lab

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**SECTION 012100  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 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.

**1.02 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.

**1.03 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.

**1.04 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**

**3.01 SCHEDULE OF ALLOWANCES**

- A. Weather Allowance: Included within the completion period for this Project are **five (5) "bad weather"** days.

**END OF SECTION 012100**

**SECTION 012200  
UNIT PRICES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 DEFINITIONS**

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

**1.4 PROCEDURES**

- A. Unit Prices include all necessary material plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of Unit Prices. Methods of measurement and payment for Unit Prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of Work in-place that involves use of established Unit Prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of Unit Prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each Unit Price.

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

**PART 3 - EXECUTION**

**3.1 LIST OF UNIT PRICES**

- A. Unit Price Number 1 – Gypsum Board Replacement:
  - 1. Description: Remove additional water-damaged existing gypsum board during window replacement. Replace with new gypsum board. Tape, mud, finish, and paint to match surrounding wall surface. New paint in any area patched shall extend from corner-to-corner of surrounding wall surface.
  - 2. Amount Included in Base Bid: 250 square feet of water-damaged gypsum board replacement shall be included in the Base Bid.

**END OF SECTION 012200**

## **SECTION 012300**

### **ALTERNATES**

#### **PART 1 GENERAL**

##### **1.01 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.

##### **1.02 SUMMARY**

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

##### **1.03 DEFINITIONS**

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents..
  - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. No additional time will be allowed for alternate work.

##### **1.04 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.
  - 1. Include as part of each alternate, all components and incidental accessories necessary for a complete installation.
- B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

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

#### **PART 3 EXECUTION**

##### **3.01 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1: Install a new exterior light on existing parking lot light pole where shown. Specification Section 265600 Exterior Lighting provides requirements for this Alternate.

**END OF SECTION 012300**

**SECTION 012600**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 GENERAL**

**1.01 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.

**1.02 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.
  - 3. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 4. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

**1.03 REQUESTS FOR INFORMATION**

- A. If 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.

**1.04 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).

**1.05 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.

**1.06 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**

**1.01 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.

**1.02 SUMMARY**

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

**1.03 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.

Coordination

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MSHP Troop D Headquarters and Crime Lab

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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.

#### **1.04 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.

#### **1.05 PROJECT MEETINGS**

- A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.
1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related RFIs
    - d. Related Change Orders
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. Review of mockups
    - i. Possible conflicts
    - j. Compatibility problems
    - k. Time schedules
    - l. Weather limitations
    - m. Manufacturer's written recommendations

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION 013100**

**SECTION 013115**  
**PROJECT MANAGEMENT COMMUNICATIONS**

**PART 1 GENERAL**

**1.01 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

**1.02 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 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 party's communication except for Administrative Users. DO NOT POST PRIVATE OR 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.
  - 1. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Subcontractors and suppliers at every tier shall respond to documents received in electronic form on the web site and consider them as if received in paper document form.
  - 2. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Subcontractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents received in paper document form.
  - 3. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Subcontractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

1. Providing suitable computer systems for each licensed user at the user's normal work location with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
  - a. The normal work location is the place where the user is assigned for more than one-half of his time working on this project.
2. Each of the above referenced computer systems shall have the following minimum system and software requirements:
  - a. 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.
  - b. 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 industry standard HTTP clients may access the published content.
    - 8) Adobe Acrobat Reader (current version is a free distribution for download).
    - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

**PART 2 PRODUCTS (NOT APPLICABLE)**

**PART 3 EXECUTION (NOT APPLICABLE)**

**END OF SECTION 013115**

**SECTION 013200**  
**SCHEDULE (BAR CHART)**

**PART 1 GENERAL**

**1.01 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.

**1.02 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**

**3.01 SUBMITTAL PROCEDURES**

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

**3.02 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE**

- A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor's Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule. The Schedule shall also include an activity for the number of "bad" weather days specified in Section 012100 – Allowances.
  - 1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
    - a. If practical, use the same Schedule of Values breakdown for schedule time bars.

2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.
  3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.
  4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
  6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
1. Requirement for Phased completion
  2. Work by separate Contractors
  3. Work by the Owner
  4. Pre-purchased materials
  5. Coordination with existing construction
  6. Limitations of continued occupancies
  7. Un-interruptible services
  8. Partial Occupancy prior to Substantial Completion
  9. Site restrictions
  10. Provisions for future construction
  11. Seasonal variations
  12. Environmental control
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
1. Subcontract awards
  2. Submittals
  3. Purchases
  4. Mockups
  5. Fabrication
  6. Sample testing
  7. Deliveries
  8. Installation
  9. Testing
  10. Adjusting
  11. Curing
  12. Startup and placement into final use and operation
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.
1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Permanent space enclosure
    - c. Completion of mechanical installation
    - d. Completion of the electrical portion of the Work
    - e. Substantial Completion

Schedule (Bar Chart)

### **3.03 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.

### **3.04 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

##### 1.01 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.

##### 1.02 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.

##### 1.03 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.

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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

#### **1.04 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".

#### **1.05 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.

#### **1.06 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 fully comply with submittal requirements. The Contractor shall process transmittal forms to provide a record of activity.

#### **1.07 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.

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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.

#### **1.08 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**

##### **3.01 REQUIRED SUBMITTALS**

- A. Contractor shall submit the information for materials and equipment to be provided under this contract, as noted in Section 013300.01 - Submittals Register for eBuilder.

**SECTION 013300**  
**SUBMITTALS REGISTER for eBUILDER**

<b>SPEC SECTION</b>	<b>TITLE</b>	<b>CATEGORY</b>
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
028213	Asbestos Removal	Certification
028013	Asbestos Removal	Shop Drawings
079200	Joint Sealants	Product Data
081113	Hollow Metal Doors and Frames	Product Data
081113	Hollow Metal Doors and Frames	Shop Drawings
081116	Aluminum Doors and Frames	Shop Drawings
081116	Aluminum Doors and Frames	Product Data
081116	Aluminum Doors and Frames	Warranty
083613	Sectional Doors	Shop Drawings
083613	Sectional Doors	Product Data
083613	Sectional Doors	Warranty
085113	Aluminum Windows	Product Data
085113	Aluminum Windows	Shop Drawings
085113	Aluminum Windows	Warranty
087100	Door Hardware	Product Data
087100	Door Hardware	Shop Drawings
087100	Door Hardware	Warranty
087113	Power Door Operators	Product Data
087113	Power Door Operators	Warranty
088000	Glazing	Product Data
088000	Glazing	Warranty
088853	Security Glazing	Product Data
088853	Security Glazing	Warranty
099113	Exterior Painting	Product Data
099113	Exterior Painting	Sample
099123	Interior Painting	Product Data
099123	Interior Painting	Sample
099725	Mineral-Based Coatings	Product Data
099725	Mineral-Based Coatings	Sample
122113	Horizontal Louver Blinds	Product Data
265600	Exterior Lighting	Product Data
265600	Exterior Lighting	Warranty

END OF SECTION 013300

## **SECTION 013513.25**

### **SITE SECURITY AND HEALTH REQUIREMENTS (MSHP)**

#### **PART 1 GENERAL**

##### **1.01 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.

##### **1.02 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**

##### **3.01 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.

##### **3.02 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.

### **3.03 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.

### **3.04 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.

### **3.05 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

##### 1.01 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.

##### 1.02 SUMMARY

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

##### 1.03 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
- 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".

##### 1.04 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. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

#### PART 2 PRODUCTS

##### 2.01 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. Water: Provide potable water.

##### 2.02 EQUIPMENT

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

#### PART 3 EXECUTION

##### 3.01 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.

### **3.02 TEMPORARY UTILITY INSTALLATION**

- A. Temporary Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.
- B. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- C. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.

### **3.03 SUPPORT FACILITIES INSTALLATION**

- A. Storage Facilities: Limited areas for storage of building materials are available onsite. Specific locations for storage will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- B. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- D. Collection and Disposal of Waste: Collect waste from construction areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

### **3.04 OPERATION, TERMINATION AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

**END OF SECTION 015000**

**SECTION 017400**  
**CLEANING**

**PART 1 GENERAL**

**1.01 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.

**1.02 SUMMARY**

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

**PART 2 PRODUCTS**

**2.01 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**

**3.01 PROGRESS CLEANING**

- A. General
  - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
  - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  - 3. At least once each week, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
  - 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.
- B. Site
  - 1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
  - 2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.
  - 3. Always maintain the site in a neat and orderly condition.
- C. Structures
  - 1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
  - 2. Weekly, sweep all interior spaces clean. "Clean" for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.
  - 3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
  - 4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. "Clean" for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

### 3.02 FINAL CLEANING

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

**END OF SECTION 017400**

**SECTION 024119  
SELECTIVE DEMOLITION**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of selected portions of interior and exterior building elements and materials.
- B. Related Requirements:
  - 1. Section 011000 "Summary of Work" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

**1.03 DEFINITIONS**

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

**1.04 MATERIALS OWNERSHIP**

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

**1.05 QUALITY ASSURANCE**

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

**1.06 FIELD CONDITIONS**

- A. Owner will occupy portions of building adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

**1.07 SCHEDULING**

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

## **1.08 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## **PART 2 PRODUCTS**

### **2.01 PERFORMANCE REQUIREMENTS**

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

### **2.02 REPAIR MATERIALS**

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

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

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

### **3.03 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches.
  5. Maintain adequate ventilation.
  6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  7. Dispose of demolished items and materials promptly.
- B. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- 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.

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

- A. Windows and Doors: Remove no more existing windows and doors than what can be replaced in one day by installation of new windows and doors so that building interior remains watertight.

### **3.05 PATCHING AND REPAIRS**

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

### **3.06 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

**3.07 CLEANING**

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

**END OF SECTION 024119**

## **SECTION 028213 – ASBESTOS ABATEMENT**

### **1. PART 1 GENERAL**

#### **1.1. Scope of Work**

- a)** The Contractor shall inform themselves of the conditions for the project and is responsible for verifying the quantities and location of all work to be performed as outlined in this section. Failure to do so shall not relieve the Contractor of the obligation to furnish all materials and labor necessary to conduct the provisions of the Contract. The work of the Contract can be summarized in the following section. Compliance with all applicable Federal, State, and local regulations and the use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the Contractor.
- b)** Furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of EPA and OSHA and all other applicable regulatory agencies, to complete the removal of Polychlorinated Biphenyls containing materials as described in the Summary of Work.

#### **1.2. Schedule & Phasing**

- a)** The contractor will be required to coordinate schedule with the general contractor.

#### **1.3. References**

- a)** Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Sub-part E of the Code of Federal Regulations
- b)** Training Requirements of (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations
- c)** National Emission Standard for Hazardous Air Pollutants (NESHAPS) National Emission Standard for Asbestos Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations
- d)** OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
- e)** Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules, Title 29, Part 1910, Section 1001 and, Part 1926, Section 1101 of the Code of Federal Regulations
- f)** Respiratory Protection, Title 29, Part 1910, Section 134 of the, Code of Federal Regulations
- g)** Construction Industry, Title 29, Part 1926, of the, Code of Federal Regulations

- h) Access to Employee Exposure and Medical Records, Title 29, Part 1910, Section 1020 of the Code of Federal Regulations
- i) Hazard Communication, Title 29, Part 1910, Section 1200 of the Code of Federal Regulations
- j) Specifications for Accident Prevention Signs and Tags, Title 29, Part 1910, Section 145 of the Code of Federal Regulations
- k) Asbestos-Containing Materials in School Buildings - A Guidance Document. Part 1 & 2. (Orange Books) EPA C00090 (out of print)
- l) Guidance for Controlling Asbestos-Containing Materials in Buildings (purple Book) EPA 560/5-85-024
- m) Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763)
- n) Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.
- o) Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials. EPA 560/5-84-006.
- p) Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.
- q) Asbestos Waste Management Guidance. EPA 530-SW-85-007.
- r) Asbestos Fact Book. EPA Office of Public Affairs. Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials.
- s) Commercial Laboratories with Polarized Light Microscopy Capabilities for Bulk Asbestos Identification.
- t) A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA-560-OPTS-86-001.

#### **1.4. Definitions**

- a) ABATEMENT: Procedure to control fiber release from asbestos containing building materials.
- b) Removal - All herein specified procedures necessary to remove asbestos-containing materials from an area and dispose of the materials at an acceptable site in an acceptable manner.
- c) Post-Removal Surface Encapsulation: Procedures necessary to coat surfaces from which asbestos-containing materials have been removed to control any residual fiber release.
- d) AIR LOCK: A system for permitting ingress or egress without permitting air movement from a contaminated area into an uncontaminated area, typically consisting of two curtained doorways at least 3 feet apart.
- e) AIR MONITORING: The process of measuring the fiber content of specific volume of air in a stated period of time. For this project, NIOSH Analytical Method 7400 "A" Counting Rules shall be used. When "aggressive" air

- sampling is specified, blowers/fans are used to dispense any remaining settled fibers into the air during final clearance sampling.
- f)** AMENDED WATER: Water to which a wetting agent or surfactant has been added to reduce water surface tension and thereby provide a more rapid saturation.
  - g)** AUTHORIZED VISITOR: The Owner Project Representative, his designee, or a representative of any regulatory or other agency having jurisdiction over the project.
  - h)** BUILDING OWNER: State of Missouri, or an authorized representative.
  - i)** DECONTAMINATION AREA: An area adjacent to work area, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.
  - j)** EQUIPMENT DECONTAMINATION UNIT: Decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area (wash-down station), a washroom, a holding room, a container room, and an uncontaminated area.
  - k)** GROSS ABATEMENT AREA: An asbestos removal area that is sealed and fully contained in polyethylene sheeting. Workers enter the abatement area through a decontamination enclosure system.
  - l)** FIXED OBJECT: A unit of equipment or furniture inside the work area that cannot be removed from the work area without dismantling.
  - m)** HEPA FILTER: A high efficiency particulate air (HEPA) filter capable of collecting and retaining 99.97% of monodispersed particles greater than or equal to 0.3 microns in diameter.
  - n)** HEPA VACUUM EQUIPMENT: High efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining monodispersed particles greater than or equal to 0.3 microns in diameter.
  - o)** NEGATIVE AIR PRESSURE EQUIPMENT: A local exhaust system, capable of maintaining a constant, low velocity air flow through the Decontamination Unit and into the Work Area from adjacent uncontaminated areas and exhausting that air outside the building through HEPA filters.
  - p)** NIOSH: National Institute for Occupational Safety and Health.
  - q)** ON-SITE REPRESENTATIVES: The Owner's full-time representative, responsible for air monitoring and enforcement of the specifications and the contractor's representative, responsible for full-time duties outside the containment.
  - r)** PLASTICIZING: Procedures necessary for an airtight seal, using polyethylene sheeting, adhesives, and/or taping.
  - s)** POST REMOVAL ENCAPSULATION: A liquid material which can be applied to surfaces from which asbestos containing materials have been removed to control the possible release of residual asbestos fibers, either by creating a

membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components (penetrating encapsulant).

- f) SURFACTANT: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- u) WET CLEANING/WIPING: The process of eliminating contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
- v) Containment Area: Work area designed to prevent migration of PCB contamination.

### **1.5. BASE BID ITEMS**

- a) The BASE BID will consist of the following items.
  - 1.5.a.1. Approximately 1,000 linear feet of 2% Chrysotile asbestos containing Exterior Window Glazing.
  - 1.5.a.2. Unit rate for additional window glazing.

## **2. PART 2 SUBMITTALS**

2.1. This Section includes administrative and procedural requirements for submittals required for performance of the Work. These submittals include but are not limited to:

- a) List of Subcontractors
- b) Prevailing Wage Rates (if applicable)
- c) Construction Progress Schedule
- d) Asbestos Abatement Work Plan
- e) Safety Data Sheets
- f) Insurance Certificates
- g) Applications for Payment
- h) Final Receipt of Payment and Release Forms
- i) Certification of Substantial Completion
- j) Notification, Permits
- k) Medical Exams & Fit Tests
- l) Demolition Notifications & Permits (if applicable)
- m) Utility Cut Permits (if applicable)
- n) Final Report including Daily Activity Reports, Notifications, and Waste Manifests.

2.2. The procedures 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 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.

- a) 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.
- b) The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

### **3. PART 3 EXECUTION**

#### **3.1. EQUIPMENT AND MATERIALS**

##### **a) PERSONNEL PROTECTION REQUIREMENTS**

**3.1.a.1.** Prior to commencement of work, the workers shall be instructed and shall be knowledgeable on the hazards of asbestos exposure, use and fitting of respirators, protective clothing, decontamination procedures, and all aspects of asbestos work procedures. Workers shall have medical examinations.

**3.1.a.2.** The Contractor is solely responsible for enforcing personnel protection requirements. These specifications provide only a minimum acceptable standard for each phase of operation.

**3.1.a.3.** Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA. Where respirators with disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation.

**3.1.a.4.** Air supply for Type "C" shall be, at minimum, grade "D" in compliance with OSHA 1910.134. The Contractor shall provide sampling and testing of air in the presence of the Owners Representative when requested to do so.

**3.1.a.5.** Respirator Program: Contractor shall submit a copy of the company's written respirator program in compliance with OSHA regulations. The Contractor shall always have a copy of his written respirator program available on the job site. Start job with appropriate respiratory protection based on a Negative Exposure Assessment (NEA) and ensure that fiber concentration inside mask does not exceed .01 fibers/cc. Use historic or objective data, documenting expected fiber count levels, to prove the proposed respiratory protection is adequate or an OSHA required Negative Exposure Assessment.

**3.1.a.5.1.** WHERE NOT IN VIOLATION OF NIOSH AND OSHA REQUIREMENTS, THE CONTRACTOR SHALL PROVIDE, AS A MINIMUM, THE FOLLOWING RESPIRATOR PROTECTION FOR EACH PHASE OF OPERATION:

**3.1.a.5.2.** Pre-cleaning/Wet Wiping of Area: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.

**3.1.a.5.3.** Plastic Installation: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.

**3.1.a.5.4.** Asbestos Removal and Cleanup: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges or Full-face equipped with HEPA cartridges.

- 3.1.a.5.5.** Asbestos Removal for Glove Bag, Flooring, Roofing Materials, and Debris Cleanup: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
  - 3.1.a.5.6.** Plastic Removal: NIOSH half-face dual cartridge respirators equipped with HEPA filters.
  - 3.1.a.5.7.** Loading Waste Material on Truck (outside work area): NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
  - 3.1.a.5.8.** Unloading Bags at Landfill: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
  - 3.1.a.6.** The above schedule is the minimum respiratory protection acceptable. Should any condition, for any reason, be encountered where the exposure level, after application of the appropriate protection factor of the respiratory equipment in use, exceeds the Permissible Exposure Limit (PEL) of 0.1 f/cc, then the Contractor must substitute respiratory equipment with protection factors which reduce worker exposure levels below 0.1 f/cc. Should any such condition come to the Owner's Representative attention, the right is reserved to require the use of respiratory equipment with higher protection factors for any or all phases of the work.
  - 3.1.a.7.** No visitors shall be allowed in work area, except as authorized by the Owners Representative.
  - 3.1.a.8.** Provide workers with sufficient sets of disposable protective full-body clothing. Such clothing shall consist of full-body coveralls, footwear, and headgear as manufactured by Kimberly Clark "Kleenguard", one-piece coveralls or equivalent.
  - 3.1.a.9.** Provide eye protection and hard hats as required by applicable safety regulations. Reusable type protective clothing and footwear intended for reuse shall be left in the Equipment Room until the end of the asbestos abatement work at which time such items shall be disposed of as contaminated waste.
  - 3.1.a.10.** Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the work area.
- b) MATERIALS**
- 3.1.b.1.** Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
  - 3.1.b.2.** Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
  - 3.1.b.3.** Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with applicable regulations.
  - 3.1.b.4.** PLASTIC SHEETING: Clear Plastic Sheeting is suitable for construction made of premium-quality polyethylene. Clear plastic sheeting for drop cloths must consist of a minimum of 6-mil in sizes to minimize the

frequency of joints.

- 3.1.b.5.** TAPE: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water, duct tape, poly prep tapes or approved equal.
- 3.1.b.6.** ADHESIVES: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- 3.1.b.7.** SURFACTANT: Use "Penewet" by Fiberlock Technologies, Andover, Maryland, or approved equal. Prior to bidding, the Contractor shall be responsible for verifying that this surfactant is compatible with the materials to be removed and their substrates. If found to be incompatible, the Contractor shall supply suitable wetting agents at no extra cost to the Owner.
- 3.1.b.8.** IMPERMEABLE CONTAINERS: Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101 and NESHAP's. Containers must be both air and watertight and must be resistant to damage and rupture. The containers shall be a pair of 6-mil polyethylene bags. Oversized or irregularly shaped waste material shall be wrapped in two layers of polyethylene sheeting, taped and labeled.
- 3.1.b.9.** WARNING LABELS AND SIGNS: As required by OSHA regulation 29 CFR 1926.1101 and NESHAP Title 40 Part 61.
- 3.1.b.10.** OTHER MATERIALS: Provide all other materials, such as, but not limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete the project.
- 3.1.b.11.** TOOLS AND EQUIPMENT
- 3.1.b.12.** Provide suitable tools for asbestos removal.
- 3.1.b.13.** Water Sprayer: Airless or a low-pressure sprayer for amended water application as applicable.
- 3.1.b.14.** Air-Purifying Equipment: High Efficiency Particulate Air Filtration Systems (HEPA) shall comply with ANSI Z9.2-79. No air movement system or air equipment should discharge asbestos fibers outside the work area. Thus, the negative air unit shall be equipped with a three-filter bank with the last being the HEPA filter capable of removing 99.97% of monodispersed particles greater than or equal to 0.3 microns in diameter or larger.
- 3.1.b.15.** Paint/Encapsulant Sprayer: Airless.
- 3.1.b.16.** Scaffolding: As required to accomplish the specified work and meet all applicable safety regulations.
- 3.1.b.17.** Vacuums: Use HEPA type such as Nilfisk GD930, or approved equal.
- 3.1.b.18.** Other tools and equipment as necessary.
- 3.1.b.19.**
- 3.1.b.20.** OTHER MATERIALS: Provide all other materials, such as, but not

limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete the project.

**c) TOOLS & EQUIPMENT**

**3.1.c.1.** Provide suitable tools for PCB caulking removal.

**3.1.c.2.** Water Sprayer: Airless or a low-pressure sprayer for amended water application as applicable.

**3.1.c.3.** Paint/Encapsulant Sprayer: Airless.

**3.1.c.4.** Scaffolding: As required to accomplish the specified work and meet all applicable safety regulations.

**3.1.c.5.** Vacuums: Use HEPA type such as Nilfisk GD930, or approved equal.

**3.1.c.6.** Other tools and equipment as necessary.

**d) EXECUTION OF ABATEMENT**

**3.1.d.1. POSTING OF THE PROJECT**

**3.1.d.1.1.** Post caution signs in and around the work area to comply with OSHA regulation 29 CFR 1926.1101 and in compliance with all other Federal, State, and Local requirements.

**3.1.d.2. Work Area Preparation**

**3.1.d.2.1.** The Contractor, in coordination with the Owner, shall shut down or isolate heating, cooling, and ventilating air systems to the work areas.

**3.1.d.2.2.** Remove all removable items and equipment from the work areas prior to the beginning of work by the contractor.

**3.1.d.3. WORK AREAS - WORK BY CONTRACTOR**

**3.1.d.3.1.** Controlled Area: for the gross abatement of exterior non-friable asbestos-containing window glazing.

**3.1.d.3.1.1.** The Contractor shall properly demarcate the asbestos-related work area by utilizing appropriate banner tape and signage and maintain the demarcation until project completion.

**3.1.d.3.1.2.** Use a single layer of 6-mil plastic sheeting to construct drop cloth that extends ten feet beyond the work area on each side. The drop cloth shall be secured to the exterior walls to prevent debris from getting under the plastic sheeting. These drop cloths shall remain in place until completion.

**3.1.d.4. SEPARATION OF WORK AREAS FROM NON-WORK AREAS**

**3.1.d.4.1. Exterior non-friable abatement**

**3.1.d.4.1.1.** The Contractor shall properly demarcate the asbestos-related work area by utilizing appropriate banner tape and signage and maintain the demarcation until project completion

**3.1.d.4.1.2.** During exterior work, close or cover with six-mil plastic sheeting all exterior openings, to the interior of the building, within 50 feet of work area on exterior of building.

**3.1.d.4.1.3.** At the beginning of each work shift and throughout removal, all seals and critical barriers shall be inspected, and if not found in proper condition, repaired immediately.

**3.1.d.4.1.4.** Use a single layer of 6-mil plastic sheeting to construct

drop cloth that extends ten feet beyond the work area on each side. The drop cloth shall be secured to the exterior walls to prevent debris from getting under the plastic sheeting. These drop cloths shall remain in place until completion.

**3.1.d.4.1.5.** At the end of each work shift: Thoroughly disinfected, HEPA vacuumed, and wet cleaned. All debris and rubbish shall be removed, bagged, and disposed of as asbestos-containing materials.

**3.1.d.5. WORKER PROTECTION - TO BE POSTED IN CLEAN AND EQUIPMENT ROOMS**

**3.1.d.5.1.** All workers and authorized personnel, in order to enter the work area, shall:

**3.1.d.5.1.1.** Don appropriate protective clothing (coveralls, gloves, boots, etc.) before entering work area.

**3.1.d.5.1.2.** Don the appropriate respiratory protection, following all training procedures and manufacturer's instructions. Hood shall be worn over respirator straps.

**3.1.d.5.2.** Decontamination:

**3.1.d.5.2.1.** Exterior non-friable projects all workers and authorized personnel, in order to leave the work area, shall:

**3.1.d.5.2.2.** Remove gross (visible) contamination from themselves and their equipment. Work clothes must be cleaned with a HEPA vacuum before clothes are removed.

**3.1.d.5.2.3.** All equipment and surfaces of containers filled with ACM must be cleaned prior to removing them from the work area.

**3.1.d.6. COMMUNICATIONS**

**3.1.d.6.1.** Provide an electronic communications system suitable for inside or outside, and inter-room communications, in order to monitor all activities within the work area and to readily transfer messages from one location to another.

**3.1.d.7. FIRE EXITS**

**3.1.d.7.1.** Designate and maintain emergency and fire exits from the work area in accordance with local codes and regulation. All exits shall be clearly marked with fluorescent tape or red enamel and shall be clearly visible from any part of the work area.

**3.1.d.8. SECURITY**

**3.1.d.8.1.** Make all necessary provisions for building security (for the duration of each project) for areas designated for this project.

**3.1.d.9. EQUIPMENT REMOVAL PROCEDURES**

**3.1.d.9.1.** Clean external and internal surfaces of all non-fixed equipment and/or objects, prior to starting gross removal, by thoroughly wet wiping and/or rinsing, before moving such items into the Equipment Decontamination Unit for final cleaning and removal to uncontaminated areas.

**3.1.d.9.2.** Objects and equipment removed shall be stored in areas designated by the Owner.

**3.1.d.10. PREWORK INSPECTIONS**

**3.1.d.10.1.** Upon completion of all work area preparation and immediately before work is to begin, notify on-site representative that the work area is ready for inspection.

**3.1.d.10.2.** The Contractor shall not begin abatement work until the on-site representative has inspected the area and any deficiencies have been corrected.

**e) GROSS REMOVAL**

**3.1.e.1. CLEAN-UP OF ASBESTOS-CONTAINING DEBRIS**

**3.1.e.1.1.** Related Sections: 02 82 13.19 - 4.3 (Work Areas), 4.4 (Decontamination Enclosure Systems), 4.5 (Separation of Work Areas), 4.6 (Maintenance of Decontamination Unit), 4.7 (Worker Protection), 4.8 (Communication), 4.9 (Fire Exits), 4.10 (Security), 4.11 (Location and Activation of Negative Air Units), 4.12 (Equipment Removal), and 4.13 (Pre-work Inspection).

**3.1.e.1.2.** Pre-clean and remove all objects from over, near, and around the debris and store in area designated by the Owner.

**3.1.e.1.3.** Post required warning signs.

**3.1.e.1.4.** Wet the debris with amended water. Do not allow the water to penetrate to the floors below.

**3.1.e.1.5.** Using HEPA vacuums and wet cleaning methods remove the debris.

**3.1.e.1.6.** Once the removal has been completed, the Contractor is to notify Consultant that the area is ready for visual inspection. Once it has been determined that no visible debris remains Consultant will initiate aggressive final air sampling. Consultant will provide final air sampling results to the Contractor and the Owner.

**3.1.e.1.7.** If testing results indicate fiber levels not acceptable by AHERA, the work area shall remain sealed until an acceptable concentration is obtained.

**3.1.e.2. DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND ASBESTOS CONTAMINATED WASTE (SOLID AND/OR LIQUID)**

**3.1.e.2.1.** As the work progresses, and to prevent exceeding available storage capacity on-site, workers from uncontaminated areas in full protective clothing and dual cartridge respirators shall enter the equipment decontamination unit and place the appropriate supply of specified containers within the container room. Workers in the holding room shall be passed empty containers for receiving bagged material. Full, sealed containers from the holding room shall be passed back into the container room for storage. Ensure that all containers are sealed properly before removing for transport and disposal. The color of the disposable clothing worn outside the work area shall be a different color than the disposable clothing worn inside the work area. Drums will be required if Contractor uses sealed bins or enclosed trucks to store and transport double-bagged waste. Approval must be obtained from the Owners Representative prior to employment of this

method.

- 3.1.e.2.2.** Vehicles used for transporting asbestos-containing materials to disposal sites shall have a completely enclosed, lockable storage compartment if drum requirement is to be deleted. Storage compartments shall be plasticized and sealed with a minimum of one (1) layer of 6-mil polyethylene on the sides and top and two (2) layers of 6-mil polyethylene on the floor. The compartments shall be thoroughly wet cleaned and/or HEPA vacuumed following the disposal of each load of material at the dumpsite. At the conclusion of the project (or before transport vehicles are used for other purposes), the polyethylene shall be properly removed and disposed of as contaminated waste. After this is accomplished, compartments shall once again be wet cleaned and/or HEPA vacuumed in order to eliminate all debris prior to reuse of the vehicles. Rented vehicles shall receive clearance inspection prior to being returned to the rental company. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.
- 3.1.e.2.3.** Dispose of materials at an authorized disposal site in accordance with the requirements of federal, state, and local disposal authorities.
- 3.1.e.2.4.** Workers unloading waste material at the disposal site shall be dressed in full-body protective clothing and dual cartridge respirators.
- 3.1.e.3. GROSS CLEANUP**
  - 3.1.e.3.1.** Remove all visible accumulations of asbestos containing materials and debris by HEPA vacuums, sponging, etc. Wet clean up surfaces within the work area.
  - 3.1.e.3.2.** The entire work area shall be totally, visibly clean. The Contractor shall notify the on-site representative of the time the work area will be subject for visual inspection.
- 3.1.e.4. POST-REMOVAL ENCAPSULATION OF AFFECTED AREAS**
  - 3.1.e.4.1.** The work area shall have passed a visual inspection prior to post-removal encapsulation.
  - 3.1.e.4.2.** An approved encapsulant shall be applied, using airless spraying equipment, to all areas of the project (except to flooring removal areas) where asbestos-containing materials have been removed. Encapsulants shall be color tinted for visibility.
- 3.1.e.5. ENCAPSULANTS**
  - 3.1.e.5.1.** The encapsulant shall be compatible with the replacement material as per manufacturer advice and approval by the Consultant.
  - 3.1.e.5.2.** If any encapsulant is incompatible with the substrate, the Contractor shall be fully responsible for providing an alternate encapsulant that is compatible, at no additional cost to the

Owner.

**3.1.e.5.3.** “ABC – Asbestos Binding Compound” Multipurpose Asbestos Encapsulation System by Fiberlock or approved equivalent.

**3.1.e.5.4.** Upon completion of encapsulant of surfaces from which asbestos has been removed, the Contractor shall inform the on-site representative that the area is ready for compliance monitoring.

**3.1.e.6.** TEST FOR FINAL CLEARANCES

**3.1.e.6.1.** After all surfaces are wet wiped upon completion of asbestos removal and all areas within the work area are visually clean and encapsulated, negative air filtration will continue. If sampling yields air concentrations that are allowed by AHERA or this specification the removal shall be considered complete.

END OF SECTION 028213

**SECTION 079200  
JOINT SEALANTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- D. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

**1.03 SUBMITTALS**

- A. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Backing material recommended by sealant manufacturer.
  - 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 5. Substrates the product should not be used on.
- B. Executed warranty.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

**1.05 WARRANTY**

- A. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Nonsag Sealants:
  - 1. Dow: [www.dow.com/#sle](http://www.dow.com/#sle).
  - 2. Pecora Corporation: [www.pecora.com/#sle](http://www.pecora.com/#sle).
  - 3. Sika Corporation: [usa.sika.com/#sle](http://usa.sika.com/#sle).
  - 4. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).

**2.02 JOINT SEALANT APPLICATIONS**

- A. Scope:
  - 1. Exterior Joints:
    - a. Seal the following joints:
      - 1) Wall expansion and control joints.
      - 2) Joints between doors, windows, and other frames or adjacent construction.
      - 3) Joints between different exposed materials.
      - 4) Joints between precast concrete wall panels.
  - 2. Interior Joints:

- a. Seal the following joints:
  - 1) Joints between door frames and window frames and adjacent construction.

### **2.03 JOINT SEALANTS - GENERAL**

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

### **2.04 NONSAG JOINT SEALANTS**

- A. Nonstaining Silicone Sealant: ASTM C920, Grade NS, Uses M, A, G, and O; not expected to withstand continuous water immersion or traffic.
  - 1. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
  - 2. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
  - 3. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
  - 4. Color: To be selected by Architect from manufacturer's standard range.

### **2.05 ACCESSORIES**

- A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.
- B. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- C. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### **3.03 INSTALLATION**

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- 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 backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

**3.04 FIELD QUALITY CONTROL**

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

**END OF SECTION 079200**

**SECTION 081113  
HOLLOW METAL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Thermally insulated hollow metal doors with frames.
- B. Accessories, including glazing.

**1.02 RELATED REQUIREMENTS**

- A. Section 087100 - Door Hardware.

**1.03 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2024.
- C. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames; 2024.
- D. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2023.
- E. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2025.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- G. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable; 2024.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.
- J. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames; 2016.
- K. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- L. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- M. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2024.
- N. NAAMM HMMA 840 - Guide Specifications for Receipt, Storage and Installation of Hollow Metal Doors and Frames; 2024.
- O. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2014.
- P. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames; 2023.

**1.04 SUBMITTALS**

- A. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Provide hollow metal doors and frames from SDI Certified manufacturer: <https://steeldoor.org/sdi-certified/#sle>.

## 1.06 DELIVERY, STORAGE, AND HANDLING

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

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
  - 1. Ceco Door, an Assa Abloy Group company: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 2. Premier Steel Doors and Frames: [www.trustpremier.com/#sle](http://www.trustpremier.com/#sle).
  - 3. Republic Doors, an Allegion brand: [www.republicdoor.com/#sle](http://www.republicdoor.com/#sle).
  - 4. Steelcraft, an Allegion brand: [www.allegion.com/#sle](http://www.allegion.com/#sle).

### 2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
  - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
  - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
  - 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
  - 4. Door Edge Profile: Manufacturers standard for application indicated.
  - 5. Typical Door Face Sheets: Flush.
  - 6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturer's standard.
  - 7. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
  - 8. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvanized) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
    - a. Based on SDI Standards: Provide at least A40/ZF120 (galvanized) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvanized) for corrosive locations.
- B. Hollow Metal Panels: Same construction, performance, and finish as doors.
- C. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

### 2.03 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Exterior Doors: Thermally insulated.
  - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    - a. Level 2 - Heavy-duty.
    - b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
    - c. Model 1 - Full Flush.
    - d. Door Face Metal Thickness: 18 gauge, 0.042 inch, minimum.
  - 2. Door Core Material: Polyisocyanurate, 2 lbs/cu ft minimum density.

- a. Foam Plastic Insulation: Manufacturer's standard board insulation with maximum flame spread index (FSI) of 75, and maximum smoke developed index (SDI) of 450 in accordance with ASTM E84, and completely enclosed within interior of door.
- 3. Door Thermal Resistance: R-Value of 9.9, minimum, for installed thickness of polyisocyanurate.
- 4. Door Thickness: 1-3/4 inches, nominal.
- 5. Weatherstripping: Refer to Section 087100.

#### **2.04 HOLLOW METAL FRAMES**

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Frame Finish: Factory primed and field finished.
- C. Exterior Door Frames: Knock-down type.
  - 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
  - 2. Frame Metal Thickness: 18 gauge, 0.042 inch, minimum.
  - 3. Weatherstripping: Separate, see Section 087100.

#### **2.05 FINISHES**

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

#### **2.06 ACCESSORIES**

- A. Door Window Frames: Door window frames with glazing securely fastened within door opening.
  - 1. Size: As indicated on drawings.
  - 2. Frame Material: 18 gauge, 0.0478 inch, galvanized steel.
  - 3. Metal Finish: Dark Bronze polyester powder coating.
  - 4. Glazing: 1/4 inch thick, tempered glass, in compliance with requirements of authorities having jurisdiction.
- B. Glazing: Clear sheet glass, 1/4 inch (6 mm) thick, tempered, factory installed.
- C. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 PREPARATION**

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

#### **3.03 INSTALLATION**

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 087100.
  - 1. Comply with recommended practice for hardware placement of doors and frames in accordance with ANSI/SDI A250.6 or NAAMM HMMA 861.
- D. Coordinate installation of electrical connections to electrical hardware items.

#### **3.04 TOLERANCES**

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.

B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

**3.05 ADJUSTING**

A. Adjust for smooth and balanced door movement.

**END OF SECTION 081113**

**SECTION 083613  
SECTIONAL DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Overhead sectional doors, electrically operated.
- B. Operating hardware and supports.
- C. Electrical controls.

**1.02 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- B. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2025.
- C. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- D. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).
- E. DASMA 102 - American National Standard Specifications for Sectional Doors; 2018.
- F. ITS (DIR) - Directory of Listed Products; Current Edition.
- G. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2008 (Reaffirmed 2020).
- H. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL (DIR) - Online Certifications Directory; Current Edition.
- K. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

- A. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- B. Product Data: Show component construction, anchorage method, and hardware.
- C. Operation Data: Include normal operation, troubleshooting, and adjusting.
- D. Maintenance Data: Include data for motor and transmission, shaft and gearing, lubrication frequency, spare part sources.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Comply with applicable code for motor and motor control requirements.

**1.05 WARRANTY**

- A. Manufacturer Warranty: Provide 5-year manufacturer warranty for electric operating equipment. Complete forms in Owner's name and register with manufacturer.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Sectional Doors:
  - 1. Overhead Door Corporation: [www.overhaddoor.com/#sle](http://www.overhaddoor.com/#sle).

2. Raynor Garage Doors: [www.raynor.com/#sle](http://www.raynor.com/#sle).
3. Wayne-Dalton, a Division of Overhead Door Corporation: [www.wayne-dalton.com/#sle](http://www.wayne-dalton.com/#sle).

## 2.02 PERFORMANCE REQUIREMENTS

- A. Performance: Withstand positive and negative wind loads equal to 1.5 times design wind loads specified by local code without damage or permanent set, when tested in accordance with ASTM E330/E330M, using 10 second duration of maximum load.
- B. Air Leakage Rate: Less than 0.40 cfm/sq ft when tested in accordance with ASTM E283/E283M at test pressure difference of 1.57 psf.
- C. Thermal Transmittance: U-factor of 0.31 Btu/hr sq ft degrees F, maximum, in accordance with DASMA 102.

## 2.03 STEEL DOORS

- A. Doors: Flush steel, insulated; standard lift operating style with track and hardware; complying with DASMA 102, Commercial application.
  1. Door Panels: Steel construction; outer steel sheet of 20 gauge, 0.0359 inch minimum thickness, flush profile; inner steel sheet of 20 gauge, 0.0359 inch minimum thickness, flat profile; core reinforcement sheet steel roll formed to channel shape, rabbeted weather joints at meeting rails; polyurethane insulation.
  2. Door Nominal Thickness: 2 inches thick.
  3. Exterior Finish:
    - a. Factory finished with standard factory finish; color as selected from manufacturers standard line.
  4. Interior Finish:
    - a. Factory finished with standard factory finish; color as selected from manufacturer's standard line.
  5. Glazed Lites: Three glazed lights per panel, one row; set in place with resilient glazing channel.
    - a. Glazing: Fully tempered glass; single pane; clear; 1/4 inch nominal overall thickness.
  6. Electric Operation: Electric control station.

## 2.04 COMPONENTS

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

## 2.05 MATERIALS

- A. Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G60/Z180 coating, plain surface.
- B. Float Glass: Provide float glass glazing, unless noted otherwise.
  1. Heat-Strengthened and Fully Tempered Types: ASTM C1048.
- C. Insulation: Foamed-in-place polyurethane, bonded to facing.

## **2.06 ELECTRIC OPERATION**

- A. Operator, Controls, Actuators, and Safeties: Comply with UL 325; provide products listed by ITS (DIR), UL (DIR), or testing agency acceptable to authorities having jurisdiction.
  - 1. Provide interlock switches on motor operated units.
- B. Electric Operators:
  - 1. Mounting: Center mounted draw bar assembly.
  - 2. Motor Enclosure:
  - 3. Motor Rating: 1/2 hp; continuous duty.
  - 4. Motor Voltage: 120 volts, single phase, 60 Hz.
  - 5. Motor Controller: NEMA ICS 2, full voltage, reversing magnetic motor starter.
  - 6. Controller Enclosure: NEMA EN 10250, Type 1.
  - 7. Opening Speed: 12 inches per second.
  - 8. Brake: Adjustable friction clutch type, activated by motor controller.
  - 9. Manual override in case of power failure.
- C. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated; enclose terminal lugs in terminal box sized to comply with NFPA 70.
- D. Control Station: Provide standard three button (Open-Close-Stop) momentary-contact control device for each operator complying with UL 325.
  - 1. 24 volt circuit.
  - 2. Surface mounted, at interior door jamb.
  - 3. Entrapment Protection Devices: Provide sensing devices and safety mechanisms complying with UL 325.
    - a. Primary Device: Provide electric sensing edge, wireless sensing, NEMA 1 photo eye sensors, or NEMA 4X photo eye sensors as required with momentary-contact control device.
- E. Safety Edge: Located at bottom of sectional door panel, full width; electro-mechanical sensitized type, wired to stop and reverse door direction upon striking object; hollow neoprene covered to provide weatherstrip seal.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- B. Verify that electric power is available and of the correct characteristics.

### **3.02 PREPARATION**

- A. Prepare opening to permit correct installation of door unit.

### **3.03 INSTALLATION**

- A. Install door unit assembly in accordance with manufacturer's instructions.
- B. Anchor assembly to wall construction and building framing without distortion or stress.
- C. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- D. Fit and align door assembly including hardware.
- E. Coordinate installation of electrical service. Complete power and control wiring from disconnect to unit components.

### **3.04 ADJUSTING**

- A. Adjust door assembly for smooth operation and full contact with weatherstripping.

### **3.05 CLEANING**

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

**3.06 PROTECTION**

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

**END OF SECTION 083613**

**SECTION 085113  
ALUMINUM WINDOWS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Extruded aluminum windows with fixed sash.
- B. Factory glazing.

**1.02 RELATED REQUIREMENTS**

- A. Section 088000 - Glazing.

**1.03 REFERENCE STANDARDS**

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2015.
- B. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum; 2025.
- C. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.
- D. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- E. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- F. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- G. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.

**1.04 SUBMITTALS**

- A. Product Data: Include component dimensions, information on glass and glazing, internal drainage details, and descriptions of hardware and accessories.
- B. Shop Drawings: Indicate opening dimensions, elevations of different types, framed opening tolerances, anchorage locations, and installation requirements.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with requirements of AAMA CW-10.
- B. Protect finished surfaces with wrapping paper or strippable coating during installation. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

**1.07 FIELD CONDITIONS**

- A. Do not install sealants when ambient temperature is less than 40 degrees F.
- B. Maintain this minimum temperature during and 24 hours after installation of sealants.

**1.08 WARRANTY**

- A. Manufacturer Warranty: Provide 5-year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units. Complete forms in Owner's name and register with manufacturer.
- B. Manufacturer Warranty: Provide 10-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with manufacturer.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Basis of Design: Quaker Window Products Company; Quaker K200 Series.
- B. Other Acceptable - Aluminum Window Manufacturers:
  - 1. Boyd Aluminum: [www.boydaluminum.com/#sle](http://www.boydaluminum.com/#sle).
  - 2. Manko Window Systems, Inc: [www.mankowindows.com/#sle](http://www.mankowindows.com/#sle).
  - 3. Kawneer North America: [www.kawneer.us](http://www.kawneer.us).

### **2.02 ALUMINUM WINDOWS**

- A. Aluminum Windows: Extruded aluminum frame and sash, factory fabricated, factory finished, with operating hardware, related flashings, and anchorage and attachment devices.
  - 1. Frame Depth: 2-3/8 inch.
  - 2. Provide factory-glazed units.
  - 3. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors; fasteners and attachments concealed from view; reinforced as required for operating hardware and imposed loads.
  - 4. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
  - 5. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
  - 6. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
  - 7. Thermal Movement: Design to accommodate thermal movement caused by 180 degrees F surface temperature without buckling stress on glass, joint seal failure, damaging loads on structural elements, damaging loads on fasteners, reduction in performance or other detrimental effects.
- B. Fixed, Non-Operable Type:
  - 1. Construction: Thermally broken.
  - 2. Glazing: Double; bronze tinted; low-e.
  - 3. Exterior Finish: Class I color anodized.
  - 4. Interior Finish: Class I color anodized.

### **2.03 COMPONENTS**

- A. Frames: 2-3/8" wide by 1-5/8" deep profile; thermally broken with interior portion of frame insulated from exterior portion; flush glass stops of snap-on type.
- B. Glazing: See Section 088000.
- C. Sills: Extruded aluminum; sloped for positive wash; one piece full width of opening; jamb angles to terminate sill end.
- D. Sealant for Setting Sills and Sill Flashing: Non-curing butyl type.

### **2.04 MATERIALS**

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Sheet Aluminum: ASTM B209/B209M, 5005 alloy, H12 or H14 temper.
- C. Concealed Steel Items: Profiled to suit mullion sections; galvanized in accordance with ASTM A123/A123M.

### **2.05 FINISHES**

- A. Class I Color Anodized Finish: AAMA 611 AA-M12C22A44, electrolytically deposited colored anodic coating not less than 0.7 mil thick.
- B. Finish Color: Medium bronze.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that wall openings are ready to receive aluminum windows.

### **3.02 WINDOW INSTALLATION**

- A. Install windows in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- D. Install sill and sill end angles.
- E. Set sill members and sill flashing in continuous bead of sealant.
- F. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- G. Install glass in accordance with requirements; see Section 088000.

### **3.03 TOLERANCES**

- A. Maximum Variation from Level or Plumb: 1/16 inches every 3 ft non-cumulative or 1/8 inches per 10 ft, whichever is less.

### **3.04 FIELD QUALITY CONTROL**

- A. Provide services of aluminum window manufacturer's field representative to observe for proper installation of system and submit report.

### **3.05 CLEANING**

- A. Remove protective material from factory finished aluminum surfaces.
- B. Wash surfaces by method recommended and acceptable to window manufacturer; rinse and wipe surfaces clean.
- C. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

**END OF SECTION 085113**

**SECTION 087100  
DOOR HARDWARE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Hardware for aluminum and hollow metal doors.
- B. Electrically operated and controlled hardware.
- C. Thresholds.
- D. Weatherstripping and gasketing.

**1.02 RELATED REQUIREMENTS**

- A. Section 081113 - Hollow Metal Doors and Frames.
- B. Section 087113 - Power Door Operators.

**1.03 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. BHMA A156.1 - Standard for Butts and Hinges; 2021.
- C. BHMA A156.2 - Bored and Preamsembled Locks and Latches; 2022.
- D. BHMA A156.3 - Exit Devices; 2025.
- E. BHMA A156.4 - Door Closers and Pivots; 2024.
- F. BHMA A156.5 - Cylinders and Input Devices for Locks; 2020.
- G. BHMA A156.6 - Standard for Architectural Door Trim; 2021.
- H. BHMA A156.7 - Template Hinge Dimensions; 2022.
- I. BHMA A156.16 - Standard for Auxiliary Hardware; 2023.
- J. BHMA A156.18 - Standard for Materials and Finishes; 2020.
- K. BHMA A156.21 - Thresholds; 2025.
- L. BHMA A156.22 - Standard for Gasketing; 2021.
- M. BHMA A156.26 - Standard for Continuous Hinges; 2021.
- N. BHMA A156.31 - Electric Strikes and Frame Mounted Actuators; 2024.
- O. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames; 2016.
- P. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames; 2004.
- Q. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- R. UL (DIR) - Online Certifications Directory; Current Edition.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.
- C. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.

**1.05 SUBMITTALS**

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

- B. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
  - 1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).
  - 2. Provide complete description for each door listed.
  - 3. Provide manufacturer name, product names, and catalog numbers; include functions, types, styles, sizes and finishes of each item.

#### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

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

#### **1.08 WARRANTY**

- A. Manufacturer's Warranty: Provide warranty against defects in material and workmanship for period indicated. Complete forms in Owner's name and register with manufacturer.
  - 1. Closers: Five years, minimum.
  - 2. Exit Devices: Three years, minimum.
  - 3. Locksets and Cylinders: Three years, minimum.
  - 4. Other Hardware: Two years, minimum.

### **PART 2 PRODUCTS**

#### **2.01 DESIGN AND PERFORMANCE CRITERIA**

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
  - 1. Applicable provisions of federal, state, and local codes.
  - 2. Hardware Preparation for Steel Doors and Steel Frames: BHMA A156.115.
  - 3. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for the purpose specified.
- D. Electrically Operated and/or Controlled Hardware: Provide necessary power supplies, power transfer hinges, relays, and interfaces as required for proper operation; provide wiring between hardware and control components and to building power connection in compliance with NFPA 70.
- E. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series. See Door Hardware Schedule.
- F. Fasteners:
  - 1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
    - a. Aluminum fasteners are not permitted.
    - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.

#### **2.02 HINGES**

- A. Hinges: Comply with BHMA A156.1, Grade 1.
  - 1. Butt Hinges: Comply with BHMA A156.1 and BHMA A156.7 for templated hinges.
    - a. Provide hinge width required to clear surrounding trim.
  - 2. Continuous Hinges: Comply with BHMA A156.26.
  - 3. Provide hinges on every swinging door.
  - 4. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
  - 5. Provide ball-bearing hinges at each door with closer.
  - 6. Provide non-removable pins on exterior outswinging doors.

7. Provide following quantity of butt hinges for each door:
  - a. Doors From 60 inches High up to 90 inches High: Three hinges.

### **2.03 EXIT DEVICES**

- A. Exit Devices: Comply with BHMA A156.3, Grade 1.
  1. Lever design to match lockset trim.
  2. Provide cylinder with cylinder dogging or locking trim.
  3. Provide exit devices properly sized for door width and height.
  4. Provide strike as recommended by manufacturer for application indicated.
  5. Provide UL (DIR) listed exit device assemblies for fire-rated doors and panic device assemblies for non-fire-rated doors.

### **2.04 ELECTRIC STRIKES**

- A. Electric Strikes: Comply with BHMA A156.31, Grade 1.
  1. Provide UL (DIR) listed burglary-resistant electric strike; style to suit locks.
  2. Provide non-handed 24 VDC electric strike suitable for door frame material and scheduled lock configuration.

### **2.05 LOCK CYLINDERS**

- A. Manufacturers:
  1. BEST, dormakaba Group; \_\_\_\_\_: [www.bestaccess.com/#sle](http://www.bestaccess.com/#sle).
- B. Lock Cylinders: Provide key access on outside of each lock, unless otherwise indicated.
  1. Provide full size interchangeable core (FSIC) type cylinders, Grade 1, with seven-pin core in compliance with BHMA A156.5 at locations indicated.
  2. Provide cylinders from same manufacturer as locking device.
  3. Provide cams and/or tailpieces as required for locking devices.

### **2.06 CYLINDRICAL LOCKS**

- A. Manufacturers:
  1. BEST, dormakaba Group; 9K Series: [www.bestaccess.com/#sle](http://www.bestaccess.com/#sle).
- B. Cylindrical Locks (Bored): Comply with BHMA A156.2, Grade 1, 4000 Series.
  1. Bored Hole: 2-1/8 inch diameter.
  2. Latchbolt Throw: 1/2 inch, minimum.
  3. Backset: 2-3/4 inch unless otherwise indicated.
  4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
    - a. Finish: To match lock or latch.

### **2.07 DOOR PULLS AND PUSH PLATES**

- A. Door Pulls and Push Plates: Comply with BHMA A156.6.
  1. Pull Type: Straight, unless otherwise indicated.
  2. Push Plate Type: Flat, with square corners, unless otherwise indicated.
    - a. Edges: Beveled, unless otherwise indicated.
  3. Material: Aluminum, unless otherwise indicated.

### **2.08 DOOR PULLS AND PUSH BARS**

- A. Door Pulls and Push Bars: Comply with BHMA A156.6.
  1. Bar Type: Push bar, unless otherwise indicated.
  2. Material: Aluminum, unless otherwise indicated.

### **2.09 CLOSERS**

- A. Closers: Comply with BHMA A156.4, Grade 1.
  1. Type: Surface mounted to door.
  2. Provide door closer on each exterior door.
  3. At outswinging exterior doors, mount closer on interior side of door.

## **2.10 POWER DOOR OPERATORS**

- A. See Section 087113.

## **2.11 DOOR HOLDERS**

- A. Door Holders: Comply with BHMA A156.16, Grade 1.
  - 1. Type: Lever, or kick down stop, with rubber bumper at bottom end.
  - 2. Material: Aluminum.

## **2.12 THRESHOLDS**

- A. Thresholds: Comply with BHMA A156.21.
  - 1. Provide threshold at each exterior door, unless otherwise indicated.
  - 2. Type: Flat surface.
  - 3. Material: Aluminum.
  - 4. Threshold Surface: Fluted horizontal grooves across full width.
  - 5. Field cut threshold to profile of frame and width of door sill for tight fit.
  - 6. Provide non-corroding fasteners at exterior locations.

## **2.13 WEATHERSTRIPPING AND GASKETING**

- A. Weatherstripping and Gasketing: Comply with BHMA A156.22.
  - 1. Head and Jamb Type: Adjustable.
  - 2. Door Sweep Type: Encased in retainer.
  - 3. Material: Aluminum, with brush weatherstripping.
  - 4. Provide weatherstripping on each exterior door at head, jambs, and meeting stiles of door pairs, unless otherwise indicated.
  - 5. Provide door bottom sweep on each exterior door, unless otherwise indicated.

## **2.14 LATCH PROTECTOR**

- A. Latch Protector: Provide on door to protect latch from being tampered with while in locked position.
  - 1. Type: Standard latch protector.
  - 2. Material: Stainless steel.
  - 3. Application: Exterior hollow metal doors and frames.

## **2.15 FINISHES**

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
  - 1. Finish: 626; satin chromium plated over nickel, with brass or bronze base material (former US equivalent US26D); BHMA A156.18.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item.
  - 1. For Steel Doors and Frames: Install in compliance with DHI (LOCS) recommendations.
  - 2. Mounting heights in compliance with ADA Standards:
    - a. Locksets: 40-5/16 inch.
    - b. Push Plates/Pull Bars: 42 inch.
    - c. Deadlocks (Deadbolts): 48 inch.
    - d. Exit Devices: 40-5/16 inch.
- D. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

**3.03 ADJUSTING**

- A. Adjust hardware for smooth operation.
- B. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

**3.04 CLEANING**

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

**3.05 PROTECTION**

- A. Protect finished Work.
- B. Do not permit adjacent work to damage hardware or finish.

**END OF SECTION 087100**

**SECTION 087113  
POWER DOOR OPERATORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Operators for swinging doors.

**1.02 RELATED REQUIREMENTS**

- A. Section 087100 - Door Hardware: Balance of door hardware.

**1.03 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. BHMA A156.10 - Power Operated Pedestrian Doors; 2024.
- C. ITS (DIR) - Directory of Listed Products; Current Edition.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL (DIR) - Online Certifications Directory; Current Edition.
- G. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination: Coordinate power door operators with balance of door hardware and electrical work required for each affected door opening.
  - 1. Templates: Check other sections' shop drawings to confirm that adequate provisions are in place for locating and installing power door operators.

**1.05 SUBMITTALS**

- A. Product Data: Provide data on system components, sizes, features, and finishes.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience, and a member of AAADM.

**1.07 WARRANTY**

- A. Manufacturer Warranty: Provide 2-year manufacturer warranty for components of power door operators. Complete forms in Owner's name and register with manufacturer.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Operators for Swinging Doors:
  - 1. ASSA ABLOY Entrance Solutions: [www.besam-usa.com/#sle](http://www.besam-usa.com/#sle).
  - 2. BEST, dormakaba Group: [www.bestaccess.com/#sle](http://www.bestaccess.com/#sle).
  - 3. LCN, an Allegion brand: [www.allegion.com/us/#sle](http://www.allegion.com/us/#sle).
  - 4. Stanley Access Technologies: [www.stanleyaccess.com/#sle](http://www.stanleyaccess.com/#sle).

**2.02 POWER DOOR OPERATORS - GENERAL**

- A. Electrically Operated or Controlled Hardware: Provide necessary power supplies, relays, and interfaces as required for proper operation; provide wiring between control components and to building power connection in compliance with NFPA 70.
- B. Comply with ADA Standards for egress requirements.
- C. Comply with NFPA 101 and requirements of authorities having jurisdiction; provide units selected for actual door weight and for light pedestrian traffic unless otherwise indicated.

- D. Exterior and Vestibule Doors: Provide equipment suitable for ambient operating temperature range of minus 20 to plus 140 degrees F.
- E. Exterior Doors: Provide units capable of operating, closing, and holding doors closed under positive and negative differential pressure; if necessary, provide power closing.
- F. System Integration: Integrate operator functionality with other systems as required for a complete working installation.
  - 1. Provide controller output signals at the door closed or door open positions to facilitate interaction with security and access control systems.

### **2.03 OPERATORS FOR SWINGING DOORS**

- A. Door Operator: Hydraulic.
  - 1. Applications: Include operators for single doors.
  - 2. Hydraulic Operators: Self-contained, electrically driven.
  - 3. Speed Control: Variable, field-adjustable opening and closing cycles.
  - 4. Functionality: Full-power open, spring close operation.
    - a. Full-Power Operators: Comply with BHMA A156.10; safeties required.
      - 1) Comply with UL 325; acceptable evidence of compliance includes UL (DIR) or ITS (DIR) listing or test report by testing agency acceptable to authorities having jurisdiction.
  - 5. Mounting: Surface mounted overhead.
  - 6. Components:
    - a. Header Case: Manufacturer's standard extruded aluminum profile containing door operator and door mounting components.
    - b. Motor and Gearbox Assembly: Manufacturer's standard sealed motor, gearbox, and drive belt.
  - 7. Power Supply Units: Self-contained, electrically operated, and independent of door operator.
  - 8. Actuators: Manufacturer's standard.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work and dimensions are as indicated on shop drawings.

### **3.02 INSTALLATION**

- A. Install equipment in accordance with manufacturer's instructions.

### **3.03 ADJUSTING**

- A. Adjust door equipment for correct function and smooth operation.

### **3.04 CLEANING**

- A. Remove temporary protection, clean exposed surfaces.

**END OF SECTION 087113**

**SECTION 088000  
GLAZING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Insulating glass units.

**1.02 RELATED REQUIREMENTS**

- A. Section 085113 - Aluminum Windows: Glazing provided by window manufacturer.

**1.03 REFERENCE STANDARDS**

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test; 2015 (Reaffirmed 2020).
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2019).
- E. ASTM C1036 - Standard Specification for Flat Glass; 2025.
- F. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2025.
- G. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- H. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass; 2021a.
- I. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2016.
- J. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2019.
- K. BS EN 14179-1 - Glass in Building - Heat Soaked Thermally Toughened Soda Lime Silicate Safety Glass - Part 1: Definition and Description; 2016.
- L. GANA (GM) - GANA Glazing Manual; 2022.
- M. GANA (SM) - GANA Sealant Manual; 2008.
- N. IGMA TM-3000 - North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use; 1990 (Reaffirmed 2016).

**1.04 SUBMITTALS**

- A. Product Data on Insulating Glass Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- B. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- C. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with GANA (GM), GANA (SM), and IGMA TM-3000 for glazing installation methods.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
  - 1. Provide certified glass products through ANSI accredited certifications that include plant audits and independent laboratory performance testing.
    - a. Insulating Glass Certification Council (IGCC).
    - b. Safety Glazing Certification Council (SGCC).

## 1.06 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

## 1.07 WARRANTY

- A. Insulating Glass Units: Provide a five (5) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.
- B. Heat Soaked Tempered Glass: Provide a five (5) year manufacturer warranty to include coverage for spontaneous breakage of fully tempered glass caused by nickel sulfide (NiS) inclusions.

## PART 2 PRODUCTS

### 2.01 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
  - 1. Design Pressure: Calculated in accordance with ASCE 7.
  - 2. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
  - 3. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
  - 4. Glass thicknesses listed are minimum.

### 2.02 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
  - 1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality - Q3.
  - 2. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.
  - 3. Tinted Type: ASTM C1036, Class 2 - Tinted, Quality - Q3, with color and performance characteristics as indicated.

### 2.03 INSULATING GLASS UNITS

- A. Insulating Glass Units: Types as indicated.
  - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
  - 2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
  - 3. Warm-Edge Spacers: Low-conductivity thermoplastic with desiccant warm-edge technology design.
    - a. Spacer Width: As required for specified insulating glass unit.
    - b. Spacer Height: Manufacturer's standard.
  - 4. Spacer Color: Black.
  - 5. Edge Seal:
    - a. Dual-Sealed System: Provide polyisobutylene sealant as primary seal applied between spacer and glass panes, and silicone, polysulfide, or polyurethane sealant as secondary seal applied around perimeter.
    - b. Color: Black.
  - 6. Purge interpane space with dry air, hermetically sealed.
- B. Type IG-1 - Insulating Glass Units: Vision glass, double glazed.
  - 1. Applications: Exterior glazing unless otherwise indicated.
  - 2. Space between lites filled with argon.
  - 3. Outboard Lite: Annealed float glass, 1/4 inch thick, minimum.
    - a. Tint: Bronze.
    - b. Coating: Low-E (passive type), on #2 surface.
  - 4. Warm-edge spacer.

5. Inboard Lite: Annealed float glass, 1/4 inch thick, minimum.
    - a. Tint: Clear.
  6. Total Thickness: 1 inch.
- C. Type IG-2 - Insulating Glass Units: Safety glazing.
1. Applications:
    - a. Glazed lites in exterior doors.
    - b. Glazed sidelights and panels next to doors.
    - c. Other locations required by applicable federal, state, and local codes and regulations.
  2. Space between lites filled with argon.
  3. Glass Type: Same as Type IG-1 except use fully tempered float glass for both outboard and inboard lites.
  4. Tint: Bronze.
  5. Total Thickness: 1 inch.

#### **2.04 ACCESSORIES**

- A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch long by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.
  1. Width: As required for application.
  2. Thickness: As required for application.
  3. Spacer Rod Diameter: As required for application.
- D. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.
- E. Glazing Clips: Manufacturer's standard type.

### **PART 3 EXECUTION**

#### **3.01 VERIFICATION OF CONDITIONS**

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that the minimum required face and edge clearances are being provided.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.
- D. Verify that sealing between joints of glass framing members has been completed effectively.
- E. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

#### **3.02 PREPARATION**

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

#### **3.03 INSTALLATION, GENERAL**

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.

- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- D. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- E. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.

#### **3.04 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)**

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

#### **3.05 CLEANING**

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

#### **3.06 PROTECTION**

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

**END OF SECTION 088000**

**SECTION 088853  
SECURITY GLAZING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Plastic films.

**1.02 REFERENCE STANDARDS**

- A. GANA (GM) - GANA Glazing Manual; 2022.
- B. GANA (SM) - GANA Sealant Manual; 2008.
- C. IGMA TM-3000 - North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use; 1990 (Reaffirmed 2016).
- D. NGA (LGRM) - Laminated Glazing Reference Manual; 2019.

**1.03 SUBMITTALS**

- A. Product Data on Plastic Film Glazing Types: Provide structural, physical, and environmental characteristics, size limitations, special handling, and installation requirements.
- B. Executed warranty.

**1.04 QUALITY ASSURANCE**

- A. Perform work in accordance with GANA (GM), GANA (SM), IGMA TM-3000, and NGA (LGRM) for glazing installation methods.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least three years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience.

**1.05 FIELD CONDITIONS**

- A. Do not install glazing when ambient temperature is less than 40 degrees F.
- B. Maintain minimum ambient temperature before, during, and 24 hours after installation of glazing compounds.

**1.06 WARRANTY**

- A. Manufacturer Warranty: Provide 2-year manufacturer warranty with coverage for breakage and abrasion resistance, including replacement of failed products.

**PART 2 PRODUCTS**

**2.01 PLASTIC FILMS**

- A. Safety and Security Plastic Film: Layers of polyethylene terephthalate.
  - 1. Functionality: Protection of glass substrate against scratches, shattering, impact, ultraviolet (UV) light, and forced entry.
  - 2. Color: Clear.
  - 3. Thickness: 4 mils, 0.004 inch.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify glazing openings comply with dimension tolerances.
- B. Verify surfaces of glazing channels or recesses are free of obstructions that impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

**3.02 PREPARATION**

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings not tightly bonded to substrates.

- B. Seal porous glazing channels or recesses with substrate-compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

**3.03 INSTALLATION - PLASTIC FILM**

- A. Install plastic film with adhesive, applied in accordance with manufacturer's instructions.
- B. Place without air bubbles, creases, or visible distortion.
- C. Install film tight to perimeter of glass and carefully trim film. Provide 1/16-inch to 1/8-inch gap at perimeter of glazed panel unless otherwise required. Do not score glass.

**3.04 CLEANING**

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glazing and adjacent surfaces after sealants are fully cured.
- D. Clean glazing on both exposed surfaces not more than two (2) days prior to Date of Substantial Completion in accordance with manufacturer's written recommendations.

**3.05 PROTECTION**

- A. Remove and replace films damaged during construction period prior to Date of Substantial Completion.

**END OF SECTION 088853**

**SECTION 092116  
GYPSUM BOARD**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Gypsum wallboard.
- B. Joint treatment and accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017 (Reapproved 2022).
- B. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2024.
- C. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- D. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- E. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2024.
- F. GA-216 - Application and Finishing of Gypsum Panel Products; 2024.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.
- B. Store metal products to prevent corrosion.

**PART 2 PRODUCTS**

**2.01 BOARD MATERIALS**

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  - 1. Application: Use for vertical surfaces, unless otherwise indicated.
  - 2. Thickness:
    - a. Vertical Surfaces: 5/8 inch.

**2.02 GYPSUM BOARD ACCESSORIES**

- A. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
  - 1. Corner Beads: Low profile, for 90 degree outside corners.
  - 2. J-Trim: Muddable trim to used to terminate and finish gypsum board edges that abutt other materials.
- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
  - 1. Paper Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  - 2. Joint Compound: Drying type, vinyl-based, ready-mixed.
- C. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

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

**3.02 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
  - 1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.
- D. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For nonrated assemblies, install as follows:
  - 1. Single-Layer Applications: Screw attachment.

### **3.03 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Corner Beads: Install at external corners, using longest practical lengths.
- B. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

### **3.04 JOINT TREATMENT**

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 4: Walls and ceilings to receive paint finish.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.

### **3.05 PROTECTION**

- A. Protect installed gypsum board assemblies from subsequent construction operations.

**END OF SECTION 092116**

**SECTION 099113  
EXTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.

**1.02 REFERENCE STANDARDS**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- B. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

**1.03 SUBMITTALS**

- A. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
- B. Samples: Submit paper chip samples illustrating range of colors available for each surface finishing product scheduled.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

**1.05 MOCK-UPS**

- A. Provide a panel on precast concrete for each color, 4'-0" feet long by 4'-0" feet wide, illustrating paint color, texture, and finish.
- B. Provide a panel on concrete masonry units for each color, 4'-0" feet long by 4'-0" feet wide, illustrating paint color, texture, and finish.
- C. Locate where directed by Architect.
- D. Mock-up may remain as part of the work.

**1.06 DELIVERY, STORAGE, AND HANDLING**

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

**1.07 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

**PART 2 PRODUCTS**

**2.01 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.

1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
  4. Supply each paint material in quantity required to complete entire project's work from a single production run.
  5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- C. Colors: To be selected from manufacturer's full range of available colors.
1. Selection to be made by Architect after award of contract.

## **2.02 PAINT SYSTEMS - EXTERIOR**

- A. Paint CE-OP-3L - Masonry/Concrete, Opaque, Latex, 3 Coat:
1. One coat of block filler.
  2. Semi-gloss: Two coats of latex enamel.
- B. Ferrous Metals, Primed, Alkyd, 2 Coat:
1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
  2. Semi-gloss: Two coats of alkyd enamel; \_\_\_\_\_.

## **2.03 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Ferrous Metal:
1. Solvent clean according to SSPC-SP 1.
  2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

### **3.04 CLEANING**

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

### **3.05 PROTECTION**

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

**END OF SECTION 099113**

**SECTION 099123  
INTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.

**1.02 REFERENCE STANDARDS**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- B. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

**1.03 SUBMITTALS**

- A. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).
- B. Samples: Submit paper chip samples illustrating range of colors available for each surface finishing product scheduled.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

**1.05 DELIVERY, STORAGE, AND HANDLING**

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

**1.06 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

**PART 2 PRODUCTS**

**2.01 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- C. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Selection to be made by Architect after award of contract.

## **2.02 PAINT SYSTEMS - INTERIOR**

- A. Ferrous Metals, Primed, Alkyd, 2 Coat:
  - 1. Touch-up with alkyd primer.
  - 2. Semi-gloss: Two coats of alkyd enamel.
- B. Gypsum Board/Plaster, Latex-Acrylic, 2 Coat:
  - 1. One coat of alkyd primer sealer.
  - 2. Semi-gloss: One coat of latex-acrylic enamel.

## **2.03 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 CLEANING**

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

### **3.05 PROTECTION**

- A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION 099123**

**SECTION 122113  
HORIZONTAL LOUVER BLINDS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Horizontal slat louver blinds.

**1.02 SUBMITTALS**

- A. Product Data: Provide data indicating physical and dimensional characteristics and operating features.

**PART 2 PRODUCTS**

**2.01 BLINDS**

- A. Description: Horizontal slat louvers hung from full-width headrail with full-width bottom rail.
- B. Manual Operation: Control of raising and lowering by hand (cordless) with full range locking; blade angle adjustable by control wand.
- C. Wood Slats: Faux wood species, square slat corners.
  - 1. Width: 2 inch.
  - 2. Pre-finished, color as selected by Architect.
- D. Headrail Attachment: Wall brackets.
- E. Accessory Hardware: Type recommended by blind manufacturer.

**2.02 FABRICATION**

- A. Determine sizes by field measurement.
- B. Fabricate blinds to cover window frames completely.
- C. At openings requiring multiple blind units, provide separate blind assemblies with space between blinds, located at window mullion centers.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that openings are ready to receive the work.

**3.02 INSTALLATION**

- A. Install blinds in accordance with manufacturer's instructions.
- B. Secure in place with concealed fasteners.

**3.03 TOLERANCES**

- A. Maximum Variation of Gap at Window Opening Perimeter: 1/4 inch.
- B. Maximum Offset From Level: 1/8 inch.

**3.04 ADJUSTING**

- A. Adjust blinds for smooth operation.

**3.05 CLEANING**

- A. Clean blind surfaces just prior to occupancy.

**END OF SECTION 122113**

**SECTION 265600  
EXTERIOR LIGHTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Exterior luminaires.

**1.02 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2000 (Reaffirmed 2006).
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 1598 - Luminaires; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.

**1.04 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

**1.06 WARRANTY**

- A. Provide 2-year manufacturer warranty for luminaires, including drivers.

**PART 2 PRODUCTS**

**2.01 LUMINAIRE TYPES**

- A. Furnish products to match existing.

**2.02 LUMINAIRES**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 PREPARATION**

- A. Clean dirt, debris, and other foreign materials from outlet boxes.

### **3.03 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install luminaires in accordance with NECA/IESNA 501.
- C. Provide required support and attachment.
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Install accessories furnished with each luminaire.
- F. Bond products and metal accessories to branch circuit equipment grounding conductor.
- G. Install lamps in each luminaire.

### **3.04 FIELD QUALITY CONTROL**

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.
- C. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

### **3.05 ADJUSTING**

- A. Aim and position adjustable luminaires to achieve desired illumination. Secure locking fittings in place.

### **3.06 CLEANING**

- A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

### **3.07 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

**END OF SECTION 265600**

**SECTION 323113  
CHAIN LINK FENCES AND GATES**

**PART 1 GENERAL**

**1.01 REFERENCE STANDARDS**

- A. ASTM F567 - Standard Practice for Installation of Chain-Link Fence; 2023.

**PART 2 PRODUCTS**

**2.01 COMPONENTS**

- A. Match all new components required to existing components.

**2.02 MANUAL GATES AND RELATED HARDWARE**

- A. Hardware for Double Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches high, 3 for taller gates; drop bolt on inactive leaf engaging socket stop set in concrete, active leaf latched to inactive leaf preventing raising of drop bolt, padlock hasp; keepers to hold gate in fully open position.

**2.03 ACCESSORIES**

- A. Match all new accessories to existing accessories.

**2.04 FINISHES**

- A. Match finishes to existing finishes.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Dismantle existing fence as required to make necessary improvements.
- C. Provide new components and accessories as required for a complete job.

**3.02 CLEANING**

- A. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material if required.
- B. Clean fence with mild household detergent and clean water rinse well.

**END OF SECTION 323113**

## **Appendix A: Environmental Inspection Report**



# Environmental Inspection

Missouri State Highway Patrol Troop D  
Headquarters  
3131 Kearney Street  
Springfield, Missouri 65803

Project Number: 925146

## PREPARED FOR



State of Missouri Office of Administration  
Facilities Management, Design and  
Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65102  
L. Scott Samuels  
AE Project Manager

## PREPARED BY

OCCU-TEC, Inc.  
2604 NE Industrial Dr #230  
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June 27, 2025

## Acronyms

EPA	United States Environmental Protection Agency
ASHERA	Asbestos Hazard and Emergency Response Act
NESHAP	National Emissions Standards for Hazardous Air Pollutants
ACM	Asbestos Containing Material
PACM	Presumed Asbestos Containing Material
NIST	National Institute of Standards and Technology
NVLAP	National Laboratory Accreditation Program
PLM	Polarized Light Microscopy
TEM	Transmission Electron Microscopy
MDNR	Missouri Department of Natural Resources
NOB	Non-Friable Organically Bound ACM
CAA	Clean Air Act
AIHA	American Industrial Hygiene Association
HUD	United States Department of Housing and Urban Development
LBP	Lead-based Paint
XRF	X-Ray Fluorescence Analyzer
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit

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Appendix B - Laboratory Analytical Results and Chain of Custody

Appendix C - Homogeneous Materials Table

Appendix D - Functional Space Table

Appendix E - Photographic Documentation

## **EXECUTIVE SUMMARY**

OCCU-TEC, Inc. (OCCU-TEC) completed an asbestos and polychlorinated biphenyls (PCBs) survey of the subject property located at 3131 Kearney Street, Springfield, Missouri at the request of L. Scott Samuels at State of Missouri Office of Administration Facilities Management, Design and Construction (OAFMDC). The survey was completed on areas that could be impacted by window and door replacement.

The survey was completed by Erin Anderson of OCCU-TEC on June 4, 2025. The survey was completed in general accordance with the requirements set forth by the Asbestos Hazard and Emergency Response Act (AHERA), the National Standards for Emissions of Hazardous Air Pollutants (NESHAP), Missouri Department of Health and Human Services, State of Missouri regulations, and local regulations, as applicable.

During the inspection, OCCU-TEC identified eleven (11) suspect asbestos containing materials (ACMs) that were quantified and sampled. Samples were analyzed by Polarized Light Microscopy by Hayes Microbial Consulting (Hayes) of Midlothian, Virginia. Samples are considered ACM if at least one sample from a homogenous material contains asbestos at a concentration greater than 1-percent by volume. Results of sampling indicated the presence of ACMs in the subject area.

OCCU-TEC also collected samples of suspect PCB-containing materials that could be potentially impacted during the replacement of windows and doors at the subject property. OCCU-TEC identified one (1) suspect PCB-containing material at the subject property. Samples were analyzed by Gas Chromatography by EMSL Analytical, Inc. (EMSL) of Indianapolis, Indiana. Samples are considered PCB-containing if the concentration at the time of designation for disposal is greater than 50 parts per million (ppm). Results of sampling did not indicate the presence of PCBs in the subject area.

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

## 1.0 INTRODUCTION

On June 4, 2025, Erin Anderson of OCCU-TEC completed an asbestos and PCB survey at the request of L. Scott Samuels of OAFMDC. A copy of the inspector's credentials is included in [Appendix A](#).

Survey Details	
Property Name	Missouri State Highway Patrol Troop D Headquarters
Address	3131 Kearney Street Springfield, Missouri
Area of Survey	Areas potentially impacted by the replacement of windows and doors at the facility.
Reason for Survey	Renovation
Survey Authorization	Authorization for the inspection was provided by the receipt of a signed contract from OAFMDC dated May 28, 2025.

## 2.0 METHODOLOGY

### 2.1 Asbestos Survey

The asbestos survey was completed in general accordance with generally accepted industry standards and the requirements set forth by the United States Environmental Protection Agency (EPA) procedures outlined in NESHAP and the AHERA (as referenced in [Section 7](#) of this report). The survey was completed by an EPA accredited inspector licensed by the State of Missouri. A copy of the inspector's credentials is included in [Appendix A](#).

The survey involved a systematic visual assessment of the subject property to identify suspect ACM. Suspect ACMs were grouped into homogeneous materials based on the type of material, color, texture and date of application/installation. Once homogeneous materials were identified, each material is categorized into one of three categories: surfacing materials, thermal system insulation, or miscellaneous materials based on the definition outlined in the AHERA (as referenced in [Section 7](#) of this report).

After identification, materials were assessed to determine if the material is friable or non-friable. Friable is defined by the EPA as any identified ACM, that when dry, can be crumbled, pulverized or reduced to powder by hand pressure as described by the AHERA (as referenced in [Section 7](#) of this report).

Materials determined to be non-friable were classified as Category I non-friable or Category II non-friable. Category I non-friable ACM is defined by the EPA as “asbestos containing resilient floor coverings, asphalt roofing products, packings and gaskets”. All other non-friable ACM that is not classified as Category I non-friable is considered Category II non-friable ACM per the EPA NESHAP (as referenced in [Section 7](#) of this report).

Bulk samples of suspect homogeneous materials were collected in accordance with the requirements set forth in the AHERA regulations (as referenced in [Section 7](#) of this report) based the following requirements:

- *Surfacing material: Random sampling using the “3-5-7 rule” for sampling each homogeneous area of surfacing material. (3 samples from material 1,000 square feet or less, 5 samples of material between 1,000 square feet and 5,000 square feet, and 7 samples from material greater than 5,000 square feet).*
- *Thermal system insulation: At least 3 samples, randomly distributed, from each homogeneous material.*
- *Miscellaneous material: Samples (minimum of 2) will be collected from each miscellaneous homogenous material.*

It should be noted that the quantity of samples collected may vary from the requirements listed above. If the quantity of samples collected from each homogeneous material varied from the requirements listed above, OCCU-TEC collected samples in accordance with the exceptions listed in the AHERA regulations (as referenced in [Section 7](#) of this report).

All samples collected were submitted to Hayes for laboratory analysis. The NIST accredits laboratories under the NVLAP. The NVLAP lab code number for Hayes is 500096-0. Bulk samples were analyzed by PLM using the dispersion staining technique as set forth in the AHERA regulation (as referenced in [Section 7](#) of this report).

A material is considered an ACM if at least one sample collected from the homogenous material contained asbestos at a concentration greater than one percent (1%) by volume (as referenced in [Section 7](#) of this report).

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

## 2.2 Polychlorinated Biphenyls Survey

The PCB survey was completed in general accordance with generally accepted industry standards and the requirements set forth by the United States Environmental Protection Agency (EPA) procedures outlined in 40 Code of Federal Regulations (CFR) 761.62 *Disposal of PCB bulk product waste*.

The survey involved identifying suspect PCB-containing materials within the survey area. Bulk samples of suspect materials were collected according to EMSL's sampling guide, requiring a 4-inch piece of caulking. Samples were collected and placed in laboratory provided 2-ounce glass jars, properly labeled, packed, and stored on ice for delivery to the lab via FedEx under proper chain-of-custody protocol. Samples were submitted to EMSL of Indianapolis, Indiana for analysis of PCBs per EPA Method SW-846 3540C/8082A.

A bulk material is considered PCB-containing if the concentration at the time of designation for disposal is greater than 50 ppm.

## 3.0 INVESTIGATION RESULTS

### 3.1 Asbestos Results

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

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

Sample #	Sample Description	Material Location	Quantity	Friability	% Asbestos
WG-11-01	Exterior Window Glazing	Throughout	1,000 LF	NFR	2% Chrysotile

SF = Square Feet  
LF = Linear Feet  
EA = Each

w/ = With  
Rm. = Room

FR = Friable  
NFR=Non-Friable

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

### 3.2 Polychlorinated Biphenyls Results

OCCU-TEC identified one (1) suspect PCB-containing material during the inspection. Laboratory analytical results for the suspect PCB-containing material are included below. A material description, approximate quantities, and material locations of the PCB-containing material identified at the subject property have been summarized below. Quantities are only an approximation and should be verified by an abatement contractor who may submit future abatement bids.

**Table 3.2 Polychlorinated Biphenyls Laboratory Analytical Results**

Sample #	Sample Description	Material Location	Quantity	PCB concentration (ppm)	Aroclor Detected
No PCB containing materials identified in samples collected.					

### 4.0 LIMITATIONS OF THE SURVEY

OCCU-TEC identified and collected samples of suspect ACM and PCBs from the survey area of the subject property that were accessible at the time of the survey. Every reasonable effort was made to access and identify all suspect ACMs and PCBs. However, if materials are found that do not match materials sampled, they should be assumed to be ACM and/or PCBs and treated as such until sampling and laboratory analysis meeting the regulatory requirements is conducted.

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

### 5.0 RECOMMENDATIONS

OCCU-TEC recommends the abatement of any asbestos containing materials prior to renovations that may impact the materials by a qualified asbestos abatement contractor licensed by the state of Missouri. Every reasonable effort was made to access and identify all suspect ACMs. However, if materials are found that do not match materials sampled, they should be Presumed

Asbestos Containing Materials (PACM), as defined in the OSHA Construction Standard for Asbestos 29 CFR 1926.1101, and treated as ACM until sampling and laboratory analysis meeting the OSHA requirements is conducted.

## 6.0 SIGNATURE(S)

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

Respectfully,



Erin Anderson  
Project Manager



Kevin Heriford  
Director EH&S Departments

## 7.0 REFERENCES

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

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

NESHAP - 40 CFR § 61

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

AHERA - 40 CFR § 763.86

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

Housing and Urban Development - 24 CFR Part 35

EPA - 40 CFR Part 761

EPA - 40 CFR Part 745

3131 Kearney Street  
Springfield, Missouri

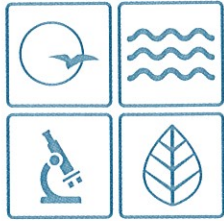
Interim Method for the Determination of Asbestos in Bulk Insulation Sample - 40 CFR § 763 (E)

Asbestos General Standard – OSHA – 29 CFR § 1910.1001

Asbestos Construction Standard – OSHA – 29 CFR § 1926.1101

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

**APPENDIX A**  
**PROFESSIONAL QUALIFICATIONS**



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

Mike Kehoe  
Governor

Kurt U. Schaefer  
Director

April 28, 2025

Erin J Anderson  
2604 NE Industrial Dr Ste 230  
North Kansas City, MO 64117

**RE: Missouri Asbestos Occupation Certification Card**

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

Missouri Certification Number: 7020042525MOII24110  
Course Training Date: April 25, 2025  
Missouri Certification Approval Date: April 28, 2025  
Missouri Certification Expiration Date: April 28, 2026

**Note:**

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

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

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

**AIR POLLUTION CONTROL PROGRAM**

Director of Air Pollution Control Program

CERTIFICATION NUMBER: <b>7020042525MOII24110</b>		
THIS CERTIFIES <b>Erin J Anderson</b>		
HAS COMPLETED THE CERTIFICATION REQUIREMENTS FOR <b>Inspector</b>		
APPROVED: <b>04/28/2025</b>	TRAINING DATE: <b>04/25/2025</b>	
EXPIRES: <b>04/28/2026</b>	 Director of Air Pollution Control Program	

PO Box 176, Jefferson City, MO 651



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



#25025092

Analysis Report prepared for

## Occu-Tec

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

Phone: (816) 994-3420

925140  
Troop D Headquarters  
Springfield

Collected: **June 4, 2025**  
Received: **June 9, 2025**  
Reported: **June 16, 2025**

We would like to thank you for trusting Hayes Microbial for your analytical needs!  
We received 28 samples by FedEx in good condition for this project on June 9th, 2025.

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

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

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

A handwritten signature in black ink that reads 'Stephen N. Hayes'.

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



EPA Laboratory ID: VA01419



DPH License: #PH-0198

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	CT-01-01 - Ceiling Tile 2'x 4' Pinhole & Fissure	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
2	CT-01-02 - Ceiling Tile 2'x 4' Pinhole & Fissure	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
3	CT-01-03 - Ceiling Tile 2'x 4' Pinhole & Fissure	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
4	CT-02-01 - Ceiling Tile 2'x 4' Pock & Fissure	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
5	CT-02-02 - Ceiling Tile 2'x 4' Pock & Fissure	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
6	CT-02-03 - Ceiling Tile 2'x 4' Pock & Fissure	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
7	DW-03-01 - Drywall	Heterogenous / Drywall / Off-White	95%	5% Cellulose Fibers	<b>None Detected</b>
8	DW-03-02 - Drywall	Heterogenous / Drywall / Off-White	95%	5% Cellulose Fibers	<b>None Detected</b>
9	DW-03-03 - Drywall	Heterogenous / Drywall / Off-White	95%	5% Cellulose Fibers	<b>None Detected</b>
10	WC-04-01 - Window Caulking	Homogenous / Caulk / Clear	100%		<b>None Detected</b>
		Homogenous / Mastic / Brown	100%		<b>None Detected</b>

Collected: Jun 4, 2025

Received: Jun 9, 2025

Reported: Jun 16, 2025



Project Analyst:  
Kalina Theo, *Kalina Theo*

Date:  
**06 - 12 - 2025**

Reviewed By:  
Brian Keith, *[Signature]*

Date:  
**06 - 16 - 2025**

**Asbestos PLM Bulk**

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

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
11	WC-04-02 - Window Caulking	Homogenous / Caulk / White	100%		None Detected
12	CBA-05-01 - Cove Base 6" Black & Adhesive	Homogenous / Cove Base / Black	100%		None Detected
		Homogenous / Adhesive / Yellow	100%		None Detected
13	CBA-05-02 - Cove Base 6" Black & Adhesive	Homogenous / Cove Base / Black	100%		None Detected
		Homogenous / Adhesive / Yellow	100%		None Detected
14	CT-06-01 - Ceiling Tile 2'x 4' Scattered Pinholes w/Larger Pocks	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	None Detected
15	CT-06-02 - Ceiling Tile 2'x 4' Scattered Pinholes w/Larger Pocks	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	None Detected
16	CT-06-03 - Ceiling Tile 2'x 4' Scattered Pinholes w/Larger Pocks	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	None Detected
17	CT-07-01 - Ceiling Tile 2' x 4' Pinholes w/Dots	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	None Detected
18	CT-07-02 - Ceiling Tile 2' x 4' Pinholes w/Dots	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	None Detected
19	CT-07-03 - Ceiling Tile 2' x 4' Pinholes w/Dots	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	None Detected



Collected: Jun 4, 2025

Received: Jun 9, 2025

Reported: Jun 16, 2025

Project Analyst:  
Kalina Theo, *Kalina Theo*

Date:  
06 - 12 - 2025

Reviewed By:  
Brian Keith, *[Signature]*

Date:  
06 - 16 - 2025

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
20	CT-08-01 - Ceiling Tile - 2'x 2' Pock & Pinhole	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
21	CT-08-02 - Ceiling Tile - 2'x 2' Pock & Pinhole	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
22	CT-08-03 - Ceiling Tile - 2'x 2' Pock & Pinhole	Heterogenous / Ceiling Tile / Beige	0%	75% Mineral/Glass wool 15% Cellulose Fibers 10% Fiberglass	<b>None Detected</b>
23	CBA-09-01 - Cove Base & Adhesive 4" Black	Homogenous / Cove Base / Black	100%		<b>None Detected</b>
		Homogenous / Adhesive / Yellow	100%		<b>None Detected</b>
24	CBA-09-02 - Cove Base & Adhesive 4" Black	Homogenous / Cove Base / Black	100%		<b>None Detected</b>
		Homogenous / Adhesive / Yellow	100%		<b>None Detected</b>
25	DC-10-01 - Door Caulking	Homogenous / Caulk / Red	100%		<b>None Detected</b>
		Homogenous / Foam / Yellow	100%		<b>None Detected</b>
26	DC-10-02 - Door Caulking	Homogenous / Caulk / Red	100%		<b>None Detected</b>
27	WG-11-01 - Window Glazing	Homogenous / Glazing / Black	98%		<b>2% Chrysotile</b>
28	WG-11-02 - Window Glazing	Homogenous / Glazing / Black			( Not Analyzed, Positive Stop )



Collected: Jun 4, 2025

Received: Jun 9, 2025

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Project Analyst:  
 Kalina Theo, *Kalina Theo*

Date:  
**06 - 12 - 2025**

Reviewed By:  
 Brian Keith, *[Signature]*

Date:  
**06 - 16 - 2025**

**Asbestos Analysis Information**

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



OCCU-TEC Inc.  
 2604 NE Industrial Drive  
 Suite 230  
 North Kansas City, MO 64117

N

SHIP: FEDEX - PAK 50  
 DATE: 06-09-2025



8185 3715 1899



Job Number: 025140  
 Job Name: Troop D Headquarters Springfield

Collector: E. Anderson  
 Date Collected: 6/4/2025  
 Mobile: 816-683-0793  
 Email: jarnold@occutec.com  
 Note: eanderson@occutec.com

Analysis Type	Analysis Methods	Turnaround Times						
		3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
PLM Bulk	EPA 600*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
Point Count	400 Point*, 1000 Point*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
Vermiculite	EPA 600*, Cincinnati Method	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
Soil	EPA 600*, CARB 435	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
PEM Air	EPA AHERA, NIOSH 7402	-	Same Day	1 Day	2 Day	3 Day	5 Day	
Bulk	Chatfield	-	Same Day	1 Day	2 Day	3 Day	5 Day	
Wipe	ASTM D6480-05	-	Same Day	1 Day	2 Day	3 Day	5 Day	
Microvac	ASTM D5755-09	-	Same Day	1 Day	2 Day	3 Day	5 Day	

#	Group	Number	Sample Name	Analysis Type	Turnaround	Volume / Area	Stop (+)
1	01	CT-01-01	Ceiling Tile 2'x4' Pinhole + Fissure	EPA 1000	5 day	N/A	Yes
2	<del>01</del>	-02	↓				
3		-03	↓				
4	02	CT-02-01	Ceiling Tile 2'x4' Pock + Pinhole				
5		-02	↓				
6		-03	↓				
7	03	DN-03-01	Drywall				
8		-02	↓				
9		-03	↓				
10	04	NC-04-01	Window caulking				
11		-02	↓				
12	05	CBA-05-01	Cove Base 6" Black + adhesive				
13		-02	↓				
14	06	CT-06-01	Ceiling Tile 2'x4' Scattered pinholes				
15		-02	↓ w/ larger pocks				

Released by: [Signature] Date: 6/5/2025 Received By: [Signature] Date: 6/9/25



OCCU-TEC Inc.  
2604 NE Industrial Drive  
Suite 230  
North Kansas City, MO 64117

N

SHIP: FEDEX - PAK 50  
DATE: 06-09-2025



8185 3715 1899



Job Number: 925146  
Collector: E. Anderson  
Date Collected: 6/4/2025  
Job Name: Troop D Headquarters  
Springfield

Mobile: 816-683-0195  
Email: jarnold@occutec.com  
Note: eanderson@occutec.com

Analysis Type	Analysis Methods	Turnaround Times						
		3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
PLM Bulk	EPA 600*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
Point Count	400 Point*, 1000 Point*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
Vermiculite	EPA 600*, Cincinnati Method	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
Soil	EPA 600*, CARB 435	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day	
PEM Air	EPA AHERA, NIOSH 7402	-	Same Day	1 Day	2 Day	3 Day	5 Day	
Bulk	Chatfield	-	Same Day	1 Day	2 Day	3 Day	5 Day	
Wipe	ASTM D6480-05	-	Same Day	1 Day	2 Day	3 Day	5 Day	
Microvac	ASTM D5755-09	-	Same Day	1 Day	2 Day	3 Day	5 Day	

#	Group	Number	Sample Name	Analysis Type	Turnaround	Volume / Area	Stop (+)
1	06	CT-06-03	ceiling tiles 2'x4' scattered pinholes w/ larger pocks	EPA 600	5 Day	N/A	yes
2	07	CT-07-01	ceiling tile - 2'x2' pock + pinhole	EPA	5 Day	N/A	yes
3		-02	ceiling tile 2'x4' pinholes w/ dots				
4		-03					
5	08	CT-08-01	ceiling tile - 2'x2' pock + pinhole				
6		-02					
7		-03					
8	09	CBA-09-01	cove base + adhesive 4" black				
9		-02					
10	10	DC-10-01	Door caulking				
11		-02					
12	11	WG-11-01	Window glazing				
13		-02					
14							
15							

Released by: [Signature] Date: 6/5/2025 Received By: [Signature] Date: 6/9/25



**EMSL Analytical, Inc.**

6340 Castleplace Drive, Indianapolis, IN, 46250  
Telephone: 317.803.2997 Fax:317.803.3047  
www.emsl.com

**EMSL Order ID:** 162556793  
**LIMS Reference ID:** CD56793  
**EMSL Customer ID:** OCCU21

**Attention:** Erin Anderson  
Occu-Tec, Inc. [OCCU21]  
2604 NE Industrial Drive, Suite 230  
North Kansas City, MO 64117  
(816) 231-5580  
eanderson@occutec.com

**Project Name:** 925146  
  
**Customer PO:**  
**EMSL Sales Rep:** Emily Stressman  
**Received:** 06/12/2025 09:57  
**Reported:** 06/26/2025 17:07

**Analytical Results**

Analyte	Results	RL	Weight(g)	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
---------	---------	----	-----------	------------------	-------------	-------------------------	-------------------	---	----

Client Sample ID: 925146-01/CAULKING

Date Sampled: 06/10/25

Matrix: Solid

LIMS Reference ID: CD56793-01

Aroclor-1016	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1221	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1232	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1242	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1248	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1254	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1260	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1262	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	
Aroclor-1268	<0.93 mg/kg	0.93 mg/kg	0.5369	06/19/25 WxF	SW846 3546	06/23/25 WxF	SW846-8082A	1	

Sample Comments:



# EMSL Analytical, Inc.

6340 Castleplace Drive, Indianapolis, IN, 46250  
Telephone: 317.803.2997 Fax:317.803.3047  
www.emsl.com

EMSL Order ID: 162556793  
LIMS Reference ID: CD56793  
EMSL Customer ID: OCCU21

**Attention:** Erin Anderson  
Occu-Tec, Inc. [OCCU21]  
2604 NE Industrial Drive, Suite 230  
North Kansas City, MO 64117  
(816) 231-5580  
eanderson@occutech.com

**Project Name:** 925146  
  
**Customer PO:**  
**EMSL Sales Rep:** Emily Stressman  
**Received:** 06/12/2025 09:57  
**Reported:** 06/26/2025 17:07

## Certified Analyses included in this Report

Analyte	Certifications
<b>SW846-8082A in Solid</b>	
Aroclor-1016	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1221	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1232	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1242	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1248	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1254	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1260	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1262	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH
Aroclor-1268	16-A2LA Chemistry,16-CA ELAP,16-FLDOH,16-NJDEP,16-NYDOH

## List of Certifications

Code	Description	Number	Expires
16-MO	Missouri Drinking Water	10180	03/31/2026
16-NYDOH	New York Potable Water, Metals Solid and Hazardous Waste - Asbestos	12130	04/01/2026
16-AIHA ELLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP	157245	09/01/2025
16-AIHA IHLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - IHLAP	157245	09/01/2025
16-CA ELAP	California Metals in DW, Chemistry and Bulk Asbestos in Hazardous Waste	2575	06/30/2025
16-A2LA Food	A2LA Food Microbiology	2845.11	01/31/2026
16-A2LA Chemistry	A2LA Environmental and Chemistry	2845.25	11/30/2025
16-IN Metals/Asbestos	Indiana Lead and Metals and Asbestos in Drinking Water	C-49-09	12/31/2026
16-OHDOH	Ohio - Lead in Paint Chips, Wipes, Soil and Air	E10040	05/03/2026
16-FLDOH	Florida Asbestos and Metals in Drinking Water, PCBs	E871170	06/30/2025
16-NJDEP	New Jersey Metals, Organics and Inorganics in DW PCBs	IN002	06/30/2026
16-IN Colilert/HPC	Indiana Colilert and HPC	M-49-06	12/31/2026

Please see the specific Field of Testing (FOT) on [www.emsl.com](http://www.emsl.com) <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.

## Notes and Definitions

Item	Definition
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the detection limit.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit



**EMSL Analytical, Inc.**

6340 Castleplace Drive, Indianapolis, IN, 46250  
Telephone: 317.803.2997 Fax:317.803.3047  
www.emsl.com

**EMSL Order ID:** 162556793  
**LIMS Reference ID:** CD56793  
**EMSL Customer ID:** OCCU21

**Attention:** Erin Anderson  
Occu-Tec, Inc. [OCCU21]  
2604 NE Industrial Drive, Suite 230  
North Kansas City, MO 64117  
(816) 231-5580  
eanderson@occutec.com

**Project Name:** 925146  
  
**Customer PO:**  
**EMSL Sales Rep:** Emily Stressman  
**Received:** 06/12/2025 09:57  
**Reported:** 06/26/2025 17:07

Wet Sample is not dry weight corrected.

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.

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Aleks Kuchenbrod Laboratory Manager or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. QC sample results are within quality control criteria and met method specifications unless otherwise noted. All results for soil samples are reported on a dry weight basis, unless otherwise noted.



# Environmental Chemistry Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.  
200 Rt. 130 N  
Cinnaminson, NJ 08077

EMSL ANALYTICAL, INC.

*11255093*

PHONE: (800) 220-3675

EMAIL: EnvChemistry2@EMSL.com

Customer Information	Customer ID:	Billing ID:
	Company Name: OCCU-TEC, Inc.	Company Name: OCCU-TEC, Inc.
	Contact Name: Erin Anderson	Billing Contact: Accounts Payable
	Street Address: 2604 NE Industrial Dr, Ste 230	Street Address: 2604 NE Industrial Dr, Ste 230
	City, State, Zip: North Kansas City, MO 64117 Country: USA	City, State, Zip: North Kansas City, MO 64117 Country: USA
	Phone: 816-683-0793	Phone: 816-994-3411
Email(s) for Report: eanderson@occutec.com	Email(s) for Invoice: AP@occutec.com	

Project Name/No: **925146** Purchase Order:

EMSL LIMS Project ID: (If applicable, EMSL will provide) US State where samples collected: **MO** State of Connecticut (CT) must select project location:  Commercial (Taxable)  Residential (Non-Taxable)

Samples for Compliance?  Yes  No If Yes, for NPDES?  Yes  No Other (Specify) PWS ID: State Reporting Required?  Yes  No

Samples Collected by (Check One):  EMSL  CLIENT Samples Received Chilled?  Yes  No Sample(s) Temperature Upon Receipt (LAB ONLY)

Sampled By Name: *Justin Arnold* Sampled By Signature: *[Signature]* No. of Samples in Shipment: **3**

Turn-Around-Time (TAT) Standard Turn-Around-Time:  **2 Weeks** The following TAT's are subject to Lab approval. Call lab to confirm TAT before submittal:  1 Week  4 Days  3 Days  2 Days  1 Day

Client Sample ID	Comp	Grab	Date / Time Collected	Matrix	Preservative	List Test(s) Needed (Write in test below, then check on sample line:)								Comments	
				DW=Drinking Water WW=Wastewater S=Soil A=Air SL=Sludge O=Other	1 HCL 2 HNO3 3 H2SO4 4 ICE 5 Other <i>Describe below in Special Instructions</i>	Test 1:	Test 2:	Test 3:	Test 4:	Test 5:	Test 6:	Test 7:	Test 8:		
<i>925146-01</i>		<input checked="" type="checkbox"/>	<i>6/10/25 1100</i>	<i>O</i>	<i>None</i>	<b>PCBS</b>									<i>Caulking</i>
		<input checked="" type="checkbox"/>		<i>O</i>	<i>None</i>										<i>Caulking</i>
		<input checked="" type="checkbox"/>		<i>O</i>	<i>None</i>										<i>Caulking</i>

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)  
per Method EPA SW-8463546/3540C/8082A

Reporting Requirements:  Results Only  Results and QC  Reduced Deliverables  Hzresults EDD  Excel  Other (Describe Above)

Method of Shipment: *Dropped off* Sample Condition Upon Receipt: Received on Ice?  Check if Yes:

Relinquished by: *[Signature]* Date/Time: *6/11/2025 10:15* Received by: *[Signature]* Date/Time: *6/11/25 10:15*

Relinquished by: *[Signature]* Date/Time: *[Signature]* Received by: *[Signature]* Date/Time: *[Signature]*

**APPENDIX C**  
**HOMOGENEOUS MATERIALS TABLE**

## HOMOGENEOUS MATERIALS

Client: Missouri STMO - OA FMDC	Project Number: 925146
Project: ACM Inspection	Date: 6/4/2025
Building: Troop D Headquarters Springfield	Inspector: E. Anderson

HM #	MATERIAL DESCRIPTION	MATERIAL TYPE	FRIABLE NON-FRIABLE	ASBESTOS- CONTAINING MATERIAL	TOTAL QUANTITY
01	Ceiling Tile - 2' x 4' - Pinhole and Fissure	Misc	Friable	ND	
02	Ceiling Tile - 2' x 4' - Pock and Pinhole	Misc	Friable	ND	
03	Drywall	Misc	Non-Friable	ND	
04	Window caulking	Misc	Non-Friable	ND	
05	Cove Base - 6" black	Misc	Non-Friable	ND	
06	Ceiling Tile - 2' x 4' - Scattered Pinholes with larger pocks	Misc	Friable	ND	
07	Ceiling Tile - 2' x 4' - Pinholes with larger dots	Misc	Friable	ND	
08	Ceiling Tile - 2' x 2' - Pock and Pinhole	Misc	Friable	ND	
09	Cove Base - 4" Black	Misc	Non-Friable	ND	
10	Door caulking	Misc	Non-Friable	ND	
<b>11</b>	<b>Exterior window glazing</b>	<b>Misc</b>	<b>Non-Friable</b>	<b>ACM</b>	<b>1,000 LF</b>
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

**APPENDIX D**  
**FUNCTIONAL SPACE TABLE**



Client:	Missouri STMO - OA FMDC	Project Number:	925146
Facility / Address:	MSPH Troop D Headquarters 3131 Kearney Street Springfield, Missouri	Date(s):	6/4/2025

**ASBESTOS INSPECTION FUNCTIONAL SPACES**

FUNCTIONAL SPACE NAME	FUNC. SPACE #	FLOOR	HM #	MAT. TYPE	MATERIAL DESCRIPTION	L	W	H	SF	WSA	P	Quantity	F or NF
DWI Criminal Records	1	G	2	Misc	Ceiling Tile - 2' x 4' - Pock and Pinhole	2 windows							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
Drivers Examination Division	2	G	2	Misc	Ceiling Tile - 2' x 4' - Pock and Pinhole	2 windows							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
Enforcement Support	3	G	2	Misc	Ceiling Tile - 2' x 4' - Pock and Pinhole	2 windows							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable



Client:	Missouri STMO - OA FMDC	Project Number:	925146
Facility / Address:	MSPH Troop D Headquarters 3131 Kearney Street Springfield, Missouri	Date(s):	6/4/2025

**ASBESTOS INSPECTION FUNCTIONAL SPACES**

FUNCTIONAL SPACE NAME	FUNC. SPACE #	FLOOR	HM #	MAT. TYPE	MATERIAL DESCRIPTION	L	W	H	SF	WSA	P	Quantity	F or NF
Break room	4	G	1	Misc	Ceiling Tile - 2' x 4' - Pinhole and Fissure	2 windows							Friable
			2	Misc	Ceiling Tile - 2' x 4' - Pock and Pinhole								Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			5	Misc	Cove Base - 6" black								Non-Friable
MVI Chief	5	G	1	Misc	Ceiling Tile - 2' x 4' - Pinhole and Fissure	1 window							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
Chief Examiner	6	G	1	Misc	Ceiling Tile - 2' x 4' - Pinhole and Fissure	1 window							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable



Client:	Missouri STMO - OA FMDC	Project Number:	925146
Facility / Address:	MSPH Troop D Headquarters 3131 Kearney Street Springfield, Missouri	Date(s):	6/4/2025

**ASBESTOS INSPECTION FUNCTIONAL SPACES**

FUNCTIONAL SPACE NAME	FUNC. SPACE #	FLOOR	HM #	MAT. TYPE	MATERIAL DESCRIPTION	L	W	H	SF	WSA	P	Quantity	F or NF
Chief Operator	7	G	2	Misc	Ceiling Tile - 2' x 4' - Pock and Pinhole	1 window							Friable
			6	Misc	Ceiling Tile - 2' x 4' - Scattered Pinholes with larger pocks								Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			5	Misc	Cove Base - 6" black								Non-Friable
Public Information and Education	8	G	7	Misc	Ceiling Tile - 2' x 4' - Pinholes with larger dots	2 windows							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			5	Misc	Cove Base - 6" black								Non-Friable
Captain's Office	9	G	8	Misc	Ceiling Tile - 2' x 2' - Pock and Pinhole	2 windows							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable



Client:	Missouri STMO - OA FMDC	Project Number:	925146
Facility / Address:	MSPH Troop D Headquarters 3131 Kearney Street Springfield, Missouri	Date(s):	6/4/2025

**ASBESTOS INSPECTION FUNCTIONAL SPACES**

FUNCTIONAL SPACE NAME	FUNC. SPACE #	FLOOR	HM #	MAT. TYPE	MATERIAL DESCRIPTION	L	W	H	SF	WSA	P	Quantity	F or NF
LT Jones Office	10	G	8	Misc	Ceiling Tile - 2' x 2' - Pock and Pinhole							1 window	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
LT Bearden	11	G	8	Misc	Ceiling Tile - 2' x 2' - Pock and Pinhole							1 window	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
LT Polodna	12	G	8	Misc	Ceiling Tile - 2' x 2' - Pock and Pinhole							2 windows	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
LT Johnson	13	G	8	Misc	Ceiling Tile - 2' x 2' - Pock and Pinhole							1 window	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable



Client:	Missouri STMO - OA FMDC	Project Number:	925146
Facility / Address:	MSPH Troop D Headquarters 3131 Kearney Street Springfield, Missouri	Date(s):	6/4/2025

**ASBESTOS INSPECTION FUNCTIONAL SPACES**

FUNCTIONAL SPACE NAME	FUNC. SPACE #	FLOOR	HM #	MAT. TYPE	MATERIAL DESCRIPTION	L	W	H	SF	WSA	P	Quantity	F or NF
LT Walker	14	G	8	Misc	Ceiling Tile - 2' x 2' - Pock and Pinhole							1 window	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
Captains Conference Room	15	G	1	Misc	Ceiling Tile - 2' x 4' - Pinhole and Fissure							1 window	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			5	Misc	Cove Base - 6" black								Non-Friable
SGT Zacher	16	G	1	Misc	Ceiling Tile - 2' x 4' - Pinhole and Fissure							2 windows	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			5	Misc	Cove Base - 6" black								Non-Friable
MBI Office	17	G	2	Misc	Ceiling Tile - 2' x 4' - Pock and Pinhole							1 window	Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable



Client:	Missouri STMO - OA FMDC	Project Number:	925146
Facility / Address:	MSPH Troop D Headquarters 3131 Kearney Street Springfield, Missouri	Date(s):	6/4/2025

**ASBESTOS INSPECTION FUNCTIONAL SPACES**

FUNCTIONAL SPACE NAME	FUNC. SPACE #	FLOOR	HM #	MAT. TYPE	MATERIAL DESCRIPTION	L	W	H	SF	WSA	P	Quantity	F or NF
Zone Office	18	G	1	Misc	Ceiling Tile - 2' x 4' - Pinhole and Fissure	2 windows							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			9	Misc	Cove Base - 4" Black								Non-Friable
Conference Room	19	B	2	Misc	Ceiling Tile - 2' x 4' - Pock and Pinhole	4 windows							Friable
			3	Misc	Drywall								Non-Friable
			4	Misc	Window caulking								Non-Friable
			5	Misc	Cove Base - 6" black								Non-Friable
Garage	20	B	4	Misc	Window caulking	1 window							Non-Friable
			10	Misc	Door caulking	1 door							Non-Friable
<b>Exterior</b>	<b>21</b>	<b>E</b>	<b>11</b>	<b>Misc</b>	<b>Exterior window glazing</b>	<b>32 windows</b>						<b>1,000 LF</b>	<b>Non-Friable</b>

**APPENDIX E**  
**PHOTOGRAPHIC DOCUMENTATION**

3131 Kearney Street  
Springfield, Missouri



Description: HM-11 Exterior Window Glazing

**Appendix B: Asbestos Containing Material (ACM) Location Drawing**



New Section  
containing new  
windows w/out  
ACM glazing

ACM window glazing present  
around exterior sections in  
red.