

PROJECT MANUAL

Replace Roof -Lodge
Bothwell Lodge State Historic Site
Sedalia, Missouri

Designed By: Office of Administration –Facilities
Management Design and Construction
301 West High Street – Room 730
Jefferson City, MO 65101

Date Issued: March 14, 2024

Project No.: X2214-01

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design & Construction

SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: X2214-01

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 Division 02, 06, 07, 09,
and 26

TABLE OF CONTENTS

| SECTION | TITLE | NUMBER OF PAGES |
|--|--|------------------------|
| DIVISION 00 – PROCUREMENT AND CONTRACTING INFORMATION | | |
| 000000 INTRODUCTORY INFORMATION | | |
| 000101 | Project Manual Cover | 1 |
| 000110 | Table of Contents | 2 |
| 000115 | List of Drawings | 1 |
| 001116 | INVITATION FOR BID (IFB) | 2 |
| 002113 | INSTRUCTIONS TO BIDDERS (Includes MBE/WBE/SDVE Information) | 8 |
| 003144 | MBE/WBE/SDVE Directory | 1 |
| **The following documents may be found on MissouriBUYS at https://missouribuys.mo.gov/** | | |
| 004000 PROCUREMENT FORMS & SUPPLEMENTS | | |
| 004113 | Bid Form | * |
| 004322 | Unit Prices Form | * |
| 004336 | Proposed Subcontractors Form | * |
| 004337 | MBE/WBE/SDVE Compliance Evaluation Form | * |
| 004338 | MBE/WBE/SDVE Eligibility Determination Form for Joint Ventures | * |
| 004339 | MBE/WBE/SDVE Good Faith Effort (GFE) Determination Forms | * |
| 004340 | SDVE Business Form | * |
| 004541 | Affidavit of Work Authorization | * |
| 004545 | Anti-Discrimination Against Israel Act Certification Form | * |
| 005000 CONTRACTING FORMS AND SUPPLEMENTS | | |
| 005213 | Construction Contract | 3 |
| 005414 | Affidavit for Affirmative Action | 1 |
| 006000 PROJECT FORMS | | |
| 006113 | Performance and Payment Bond | 2 |
| 006325 | Product Substitution Request | 2 |
| 006519.16 | Final Receipt of Payment and Release Form | 1 |
| 006519.18 | MBE/WBE/SDVE Progress Report | 2 |
| 006519.21 | Affidavit of Compliance with Prevailing Wage Law | 1 |
| 007000 CONDITIONS OF THE CONTRACT | | |
| 007213 | General Conditions | 20 |
| 007300 | Supplementary Conditions | 1 |
| 007346 | Wage Rate | 4 |
| DIVISION 1 - GENERAL REQUIREMENTS | | |
| 011000 | Summary of Work | 2 |
| 012100 | Allowances | 2 |
| 012200 | Unit Prices | 2 |
| 012600 | Contract Modification Procedures | 2 |
| 013100 | Coordination | 4 |
| 013115 | Project Management Communications | 4 |
| 013200 | Schedules – Bar Chart | 4 |
| 013300 | Submittals | 6 |
| 013513.31 | Site Security and Health Requirements (DNR) | 4 |
| 015000 | Construction Facilities and Temporary Controls | 4 |
| 017300 | Execution | 6 |
| 017310 | Cutting and Patching | 3 |
| 017400 | Cleaning | 2 |
| TECHNICAL SPECIFICATIONS INDEX: | | |
| DIVISION 2 – EXISTING CONDITIONS | | |
| 024119 | Selective Demolition | 7 |
| 028213.19 | Asbestos Abatement | 17 |

| SECTION | TITLE | NUMBER OF PAGES |
|---|-------------------------------------|------------------------|
| DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES | | |
| 061053 | Miscellaneous Rough Carpentry | 5 |
| DIVISION 7 – THERMAL AND MOISTURE PROTECTION | | |
| 070150 | Preparation for Re-Roofing | 7 |
| 073135 | Composite Slate Roofing | 10 |
| 074625 | Wood Shingle Siding | 5 |
| 075310 | EPDM Membrane Roofing | 11 |
| 076200 | Sheet Metal Flashing and Trim | 10 |
| 077253 | Snow Guards | 2 |
| DIVISION 9 – PAINTING | | |
| 099113 | Exterior Painting | 6 |
| DIVISION 26 – ELECTRICAL | | |
| 264113 | Lightning Protection for Structures | 3 |
| APPENDICES | | |
| Appendix A | Hazardous Material Report | 11 |

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 | 03/14/24 | G-001.dwg |
| 2. | Drawing Index & Location Map | G-002 | 03/14/24 | G-002.dwg |
| 3. | Roof Plan – Demolition & New Work | A-101 | 03/14/24 | A-101.dwg |
| 4. | Building Elevations | A-201 | 03/14/24 | A-201.dwg |
| 5. | Building Elevations | A-202 | 03/14/24 | A-202.dwg |
| 6. | Existing Condition Images | A-301 | 03/14/24 | A-301.dwg |
| 7. | Roofing Details | A-501 | 03/14/24 | A-501.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. Replace Roof - Lodge
Bothwell Lodge State Historic Site
Sedalia, Missouri
Project No.: X2214-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, June 25, 2024
- B. **Only electronic bids on MissouriBUYS shall be accepted: <https://missouribuys.mo.gov>. Bidder must be registered to bid.**

4.0 DESCRIPTION:

- A. Scope: The project consists of furnishing all materials, labor, and services necessary to install a new composite shingle roof on the building known as the Bothwell Lodge in the Bothwell Lodge State Historic Site near Sedalia, Missouri
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. ****NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 A.M., June 10, 2024, at Visitor Center, 19349 Bothwell State Park Road, Bothwell State Historic Site, Sedalia, MO 65301
- 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: Office of Administration, Division of Facilities Management, Design & Construction, Tim Harlow, 573-526-5791, email: timothy.harlow@oa.mo.gov
- B. Project Manager: Sandra Walther, 573-751-2283, email: sandra.walther@oa.mo.gov

8.0 GENERAL INFORMATION:

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

Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

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

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

2.0 - BID DOCUMENTS

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

3.0 - BIDDERS' OBLIGATIONS

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

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

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

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

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

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

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

6.0 - SIGNING OF BIDS

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

- E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form should appear as shown in the Secretary of State's records.
- F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.

7.0 - RECEIVING BID SUBMITTALS

- A. It is the bidder's sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.
- B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (<https://www.missouribuys.mo.gov/>) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.
- C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (<https://www.missouribuys.mo.gov/>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the "Login" button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select "View Current Solicitations." A new screen will open. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8." Under "Filter by Opp. No." type in the State Project Number. Select "Submit." Above the dark blue bar, select "Other Active Opportunities." To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.
- D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 – Invitation For Bid.
- E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner's forms or that do not contain all requested information.
- F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.
- G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.

- C. The Owner shall award a contract to the lowest, responsive, responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding an E-Verify is located at <https://www.uscis.gov/e-verify/>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

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

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 - MBE/WBE/SDVE INSTRUCTIONS

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

B. MBE/WBE/SDVE General Requirements:

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

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

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

D. Certification of MBE/WBE/SDVE Subcontractors:

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

E. Waiver of MBE/WBE/SDVE Participation:

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

F. Contractor MBE/WBE/SDVE Obligations

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

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

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

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

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

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

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



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

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

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name: **Replace Roof - Lodge
Bothwell Lodge State Historic Site
Sedalia, Missouri**

Project Number: **X2214-01**

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

ARTICLE 3. LIQUIDATED DAMAGES

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

ARTICLE 4. CONTRACT SUM

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

Base Bid: \$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

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. Proposed Contractors Form (Section 004336)
 - iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
 - v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
 - vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
 - vii. Missouri Service Disabled Veteran Business Form (Section 004340)
 - viii. Affidavit of Work Authorization (Section 004541)
 - ix. Affidavit for Affirmative Action (Section 005414)
 - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
 - f. General Conditions (Section 007213)
 - g. Supplementary Conditions (Section 007300)
 - h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
 - i. Wage Rate(s) (Section 007346)
2. Division 1 – General Requirements
3. All Drawings identified in the Project Manual
4. All Technical Specifications included in the Project Manual
5. Addenda, if applicable

ARTICLE 8 – CERTIFICATION

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

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

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

APPROVED:

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

Contractor's Authorized Signature

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

Corporate Secretary



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

| |
|----------------|
| PROJECT NUMBER |
|----------------|

| |
|------|
| NAME |
|------|

First being duly sworn on oath states: that

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

| |
|------|
| NAME |
|------|

a sole proprietorship partnership
 limited liability company (LLC)

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

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

| |
|---------------|
| PROJECT TITLE |
|---------------|

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

| |
|------------------------|
| PRINT NAME & SIGNATURE |
|------------------------|

| |
|------|
| DATE |
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NOTARY INFORMATION

| |
|-----------------------------|
| NOTARY PUBLIC EMBOSSER SEAL |
|-----------------------------|

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|----------|
| STATE OF |
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|-------------------------------|
| COUNTY (OR CITY OF ST. LOUIS) |
|-------------------------------|

| |
|--------------------------------------|
| USE RUBBER STAMP IN CLEAR AREA BELOW |
|--------------------------------------|

| | |
|--------------------------------------|------|
| SUBSCRIBED AND SWORN BEFORE ME, THIS | |
| DAY OF | YEAR |

| |
|-------------------------|
| NOTARY PUBLIC SIGNATURE |
|-------------------------|

| |
|-----------------------|
| MY COMMISSION EXPIRES |
|-----------------------|

| |
|---------------------------------------|
| NOTARY PUBLIC NAME (TYPED OR PRINTED) |
|---------------------------------------|

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____ as Surety, are held and firmly bound unto the

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

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

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

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

(Insert Project Title and Number)

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

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

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

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

Sample Sample will be sent, if requested

QUALITY COMPARISON

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

PREVIOUS INSTALLATIONS

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

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

YES NO

IF YES, EXPLAIN

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

YES NO

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

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

BIDDER/CONTRACTOR

DATE

REVIEW AND ACTION

Resubmit Substitution Request with the following additional information:

Substitution is accepted.

Substitution is accepted with the following comments:

Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



| |
|----------------|
| PROJECT NUMBER |
|----------------|

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

 (ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

MBE/WBE/SDVE PROGRESS REPORT

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

| | |
|--|----------------|
| PAY APP NO. | PROJECT NUMBER |
| CHECK IF FINAL <input checked="" type="checkbox"/> FINAL | 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 | \$ | \$ | |

INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

| |
|----------------|
| PROJECT NUMBER |
|----------------|

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

State of _____ personally came and appeared _____

(NAME)

_____ of the _____

(POSITION) (NAME OF THE COMPANY)

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

(NAME OF PROJECT)

Located at _____ in _____ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the _____ day of _____ 20 _____

SIGNATURE

NOTARY INFORMATION

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

FILE: Closeout Documents

GENERAL CONDITIONS

INDEX

ARTICLE:

1. General Provisions

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

2. Owner/Designer Responsibilities

3. Contractor Responsibilities

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

4. Changes in the Work

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

5. Construction and Completion

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

6. Bond and Insurance

- 6.1. Bond
- 6.2. Insurance

7. Termination or Suspension of Contract

- 7.1. For Site Conditions
- 7.2. For Cause
- 7.3. For Convenience

SECTION 007213 - GENERAL CONDITIONS

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

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

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

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

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

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

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

ARTICLE 1.8 - COMMUNICATIONS

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

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

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

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

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

ARTICLE 3.2 -- SUBMITTALS

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

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

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

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

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

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

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

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

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

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

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

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

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

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

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

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

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

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 3.7 -- SUBCONTRACTS

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

ARTICLE 5.3 -- PROJECT COMPLETION

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

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

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

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

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

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

ARTICLE 6.2 – INSURANCE

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

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

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

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

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

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

to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

\$2,000,000 annual aggregate

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

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

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

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

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

ARTICLE 7.3 -- FOR CONVENIENCE

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

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Designer: Tim Harlow
Office of Administration, Division of Facilities Management,
Design & Construction
301 W High St, Room 780
Jefferson City, MO 65102
Telephone: 573-526-5791
Email: timothy.harlow@oa.mo.gov

Construction Representative: John Gentges
Division of Facilities Management, Design and Construction
Harry S.Turman State Office Building, Room 730
301 W. High Street, Jefferson City, MO 65109
Telephone: 573-526-5768
Email: john.gentges@oa.mo.gov

Project Manager: Sandra Walther
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: 573-751-2283
Email: sandra.walther@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

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

4.0 FURNISHING CONSTRUCTION DOCUMENTS:

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

5.0 SAFETY REQUIREMENTS

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 080
PETTIS COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

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

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|------------------------------|--------------------------------|
| Asbestos Worker | \$26.51* |
| Boilermaker | \$26.51* |
| Bricklayer-Stone Mason | \$55.70 |
| Carpenter | \$54.95 |
| Lather | |
| Linoleum Layer | |
| Millwright | |
| Pile Driver | |
| Cement Mason | \$26.51* |
| Plasterer | |
| Communication Technician | \$26.51* |
| Electrician (Inside Wireman) | \$71.03 |
| Electrician Outside Lineman | \$26.51* |
| Lineman Operator | |
| Lineman - Tree Trimmer | |
| Groundman | |
| Groundman - Tree Trimmer | |
| Elevator Constructor | \$26.51* |
| Glazier | \$26.51* |
| Ironworker | \$68.67 |
| Laborer | \$26.51* |
| General Laborer | |
| First Semi-Skilled | |
| Second Semi-Skilled | |
| Mason | \$26.51* |
| Marble Mason | |
| Marble Finisher | |
| Terrazzo Worker | |
| Terrazzo Finisher | |
| Tile Setter | |
| Tile Finisher | |
| Operating Engineer | \$26.51* |
| Group I | |
| Group II | |
| Group III | |
| Group III-A | |
| Group IV | |
| Group V | |
| Painter | \$41.49 |
| Plumber | \$76.75 |
| Pipe Fitter | |
| Roofer | \$60.63 |
| Sheet Metal Worker | \$75.15 |
| Sprinkler Fitter | \$66.78 |
| Truck Driver | \$26.51* |
| 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
PETTIS County

Section 080

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|-------------------------------|--------------------------|
| Carpenter | \$52.84 |
| Millwright | |
| Pile Driver | |
| Electrician (Outside Lineman) | \$26.51* |
| Lineman Operator | |
| Lineman - Tree Trimmer | |
| Groundman | |
| Groundman - Tree Trimmer | |
| Laborer | \$26.51* |
| General Laborer | |
| Skilled Laborer | |
| Operating Engineer | \$26.51* |
| Group I | |
| Group II | |
| Group III | |
| Group IV | |
| Truck Driver | \$26.51* |
| Truck Control Service Driver | |
| Group I | |
| Group II | |
| Group III | |
| Group IV | |

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of furnishing all materials, labor, and services necessary to install a new composite shingle roof on the building known as the Bothwell Lodge in the Bothwell Lodge State Historic Site near Sedalia, Missouri.
 - 1. Project Location: Bothwell Lodge State Historic Site, 19349 Bothwell State Park Road, Sedalia, Missouri 65301.
 - 2. Owner: State of Missouri, Department of Natural Resources, Division of State Parks, 1659 East Elm Street, Jefferson City, Missouri 65101.
- B. Contract Documents dated **March 14, 2024**, were prepared by the Project Design Unit, Division of Facilities Management, Design and Construction, Harry S. Truman State Office Building Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- C. The Work shall include the removal of all the existing Johns-Manville Corporation asbestos shingles, felts or underlayments and other incidental materials down to the existing wood board decking. Work also includes the removal and replacement of small areas of low slope single-ply roofing, damaged sheathing, portions of the wood shingle siding on the dormers, miscellaneous sheet metal repairs, painting and repairs to the lightning protection system. New roofing materials include a custom color blend of composite 'slate-like' shingles including composite ridge and hip caps, EPDM membrane roofing, miscellaneous flashings and a self-adhering membrane underlayment where indicated.
 - 1. See the complete set of drawings and specification for all required work.
- D. The Work will be constructed under a single prime contract.

1.3 WORK SEQUENCE

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

1.4 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 at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period..

1.5 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.
- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. The Designer will prepare a Certificate of Partial Occupancy for each specific portion of the Work to be occupied prior to substantial completion.
 2. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions for the building.
 3. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions for the building.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 WEATHER ALLOWANCE

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

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

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, Designer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Designer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Designer from the designated supplier.

1.5 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Weather Allowance: Included within the completion period for this Project **5 (five)** “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, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 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.

1.3 SUMMARY

- A. This Section includes administrative and procedural requirements for Unit Prices.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for procedures for using Unit Prices to adjust quantity allowances.
 - 2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Contract Changes.

1.4 DEFINITIONS

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

1.5 PROCEDURES

- A. Unit Prices include all necessary material costs plus costs for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Owner reserves the right to reject Contractor's measurement of Work in-place that involves use of established Unit Prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A list of Unit Prices is included in Part 3 of this Section. 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 #1: Remove and Replace 1x Pine Plank Sheathing:

1. Description: Remove existing damaged or rotted board roof sheathing and replace with full thickness 1" x 12" southern pine board sheathing as indicated in specification Section 061053 – MISCELLANEOUS ROUGH CARPENTRY. Actual board will have to be cut to width and length to match existing board space being replaced.
2. Unit of Measurement: Per Linear Foot of roof sheathing to be removed and replaced
3. Base Bid Quantity: 100 linear feet

B. Unit Price #2: Remove and Replace and Paint Wood Shingle Siding:

1. Description: Remove existing damaged or rotted board wood shingle siding and replace with new Western red cedar wood shingles as indicated in specification Section 074625 – WOOD SHINGLE SIDING. Match existing shingles for size and overlap. New shingles are to be primed and painted in accordance with specification Section 099113 – EXTERIOR PAINTING.
2. Unit of Measurement: Per Square Foot of wall areas to be removed and replaced
3. Base Bid Quantity: 600 square feet

C. Unit Price #3: Remove and Replace Copper Sheet Metal Flashings:

1. Description: Remove existing damaged copper sheet metal flashing and replace with same size, configuration and fastening fabricated copper sheet metal as per Section 076200 – SHEET METAL FLASHING AND TRIM.
2. Unit of Measurement: Per Square Foot of unformed sheet metal.
3. Base Bid Quantity: 200 square feet

END OF SECTION 012200

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 REQUESTS FOR INFORMATION

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

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

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 COORDINATION

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

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

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

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

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

1.4 SUBMITTALS

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

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

1.5 PROJECT MEETINGS

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
 - 1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
 - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Support: E-Builder® will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
 - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>. Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.
 - 2. Authorized users will be contacted directly and assigned a temporary user password.
 - 3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN

THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

- G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
 - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
 - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
 2. Document Security:
 - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!**
 3. Document Integration:
 - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
 4. Reporting:
 - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
 5. Notifications and Distribution:
 - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
 6. Required Document Types:
 - a. RFI, Request for Information.
 - b. Submittals, including record numbering by drawing and specification section.
 - c. Transmittals, including record of documents and materials delivered in hard copy.
 - d. Meeting Minutes.
 - e. Application for Payments (Draft or Pencil).
 - f. Review Comments.
 - g. Field Reports.
 - h. Construction Photographs.
 - i. Drawings.
 - j. Supplemental Sketches.

- k. Schedules.
 - l. Specifications.
 - m. Request for Proposals
 - n. Designer's Supplemental Instructions
 - o. Punch Lists
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
- a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
 - b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
 - c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
- 1. Providing suitable computer systems for each licensed user at the users normal work location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
 - 2. Each of the above referenced computer systems shall have the following minimum system² and software requirements:
 - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
 - 1) Operating System: Windows XP or newer
 - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
 - 3) Minimum Recommend Connection Speed: 256K or above
 - 4) Processor Speed: 1 Gigahertz and above
 - 5) RAM: 512 mb
 - 6) Operating system and software shall be properly licensed.
 - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
 - 8) Adobe Acrobat Reader (current version is a free distribution for download).

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

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

- 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

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

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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

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

3.3 SCHEDULE OF SUBMITTALS

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

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

3.4 SCHEDULE OF INSPECTIONS AND TESTS

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

END OF SECTION 013200

SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTAL PROCEDURES

- A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

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

1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.

- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included by sheet and detail number
 - 3. Compliance with specified standards
 - 4. Notation of coordination requirements

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

1.5 PRODUCT DATA

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

1.6 SAMPLES

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

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

1.7 QUALITY ASSURANCE DOCUMENTS

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

1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

| SPEC SECTION | TITLE | CATEGORY |
|--------------|-------------------------------|---|
| 013200 | Schedules | Construction Progress Schedule |
| 013200 | Schedules | Schedule of Values |
| 013200 | Schedules | Schedule of Submittals |
| 013200 | Schedules | Schedule of Testing |
| 024119 | Selective Demolition | Schedule of Demolition Activities |
| 024119 | Selective Demolition | Protective Measures Report |
| 024119 | Selective Demolition | Photographs; Pre-Demolition |
| 028213.19 | Asbestos Abatement | Proof of Contractor's License |
| 028213.19 | Asbestos Abatement | Proof of Competent Person |
| 028213.19 | Asbestos Abatement | List of Workers |
| 028213.19 | Asbestos Abatement | Verification of Trained Personnel |
| 028213.19 | Asbestos Abatement | Current Medical Opinions |
| 028213.19 | Asbestos Abatement | Current Respirator Fit-Test |
| 028213.19 | Asbestos Abatement | Contractor's Abatement Plan |
| 028213.19 | Asbestos Abatement | Regulated Area Preparation Procedures |
| 028213.19 | Asbestos Abatement | Notification per 29 CFR 1926.1101 (d) |
| 028213.19 | Asbestos Abatement | Decontamination Area Set-up |
| 028213.19 | Asbestos Abatement | Abatement List of Methods, Procedures & Equipment |
| 028213.19 | Asbestos Abatement | List of PPE |
| 028213.19 | Asbestos Abatement | Procedures for Handling, Packaging & Disposal of Asbestos Waste |
| 061053 | Miscellaneous Rough Carpentry | Product Data |

| | | |
|--------|-------------------------------------|--|
| 070150 | Preparation for Re-Roofing | Product Data |
| 070150 | Preparation for Re-Roofing | Shop Drawings |
| 070150 | Preparation for Re-Roofing | Photographs |
| 070150 | Preparation for Re-Roofing | Landfill Records |
| 073135 | Composite Slate Roofing | Product Data |
| 073135 | Composite Slate Roofing | Samples |
| 073135 | Composite Slate Roofing | Installers Qualification |
| 073135 | Composite Slate Roofing | Test Reports |
| 073135 | Composite Slate Roofing | Sample & Final Warranty |
| 073135 | Composite Slate Roofing | Maintenance Data |
| 073135 | Composite Slate Roofing | Mockup |
| 074625 | Wood Shingle Siding | Product Data |
| 074625 | Wood Shingle Siding | Sample |
| 074625 | Wood Shingle Siding | Qualifications |
| 075310 | EPDM Membrane Roofing | Product Data |
| 075310 | EPDM Membrane Roofing | Shop Drawings |
| 075310 | EPDM Membrane Roofing | Installer Certificate & Qualifications |
| 075310 | EPDM Membrane Roofing | Test Report |
| 075310 | EPDM Membrane Roofing | Maintenance Data |
| 075310 | EPDM Membrane Roofing | Warranty |
| 075310 | EPDM Membrane Roofing | Inspection Report |
| 076200 | Sheet Metal Flashing and Trim | Product Data |
| 076200 | Sheet Metal Flashing and Trim | Sample |
| 076200 | Sheet Metal Flashing and Trim | Shop Drawings |
| 076200 | Sheet Metal Flashing and Trim | Fabricator Qualifications |
| 077253 | Snow Guards | Product Data |
| 077253 | Snow Guards | Sample |
| 077253 | Snow Guards | Shop Drawing |
| 099113 | Exterior Painting | Product Data |
| 264113 | Lightning Protection for Structures | Product Data |
| 264113 | Lightning Protection for Structures | Shop or Coordination Drawing |

END OF SECTION 013300

SECTION 013513.31 - SITE SECURITY AND HEALTH REQUIREMENTS (DNR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

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

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

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

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

3.3 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.

3.4 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. Do not overload any scaffolding or lift.
 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 013513.31

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 QUALITY ASSURANCE

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

1.4 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Water: Provide potable water approved by local health authorities.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- F. Existing Toilet Facilities: Park Manager may allow Contractor the use of nearby vault toilet facilities in the State Park or Historic Sites. This option will be discussed at the Pre-Construction Meeting.
- G. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

- B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- C. Temporary Electric Power Service: The Owner will provide limited electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
- D. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Owner may allow use of existing vault toilets in State Parks.
 - 1. Shield toilets to ensure privacy.
 - 2. Provide separate facilities for male and female personnel.
 - 3. Provide toilet tissue materials for each facility.
- E. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
 - 1. Provide paper towels or similar disposable materials for each facility.
 - 2. Provide covered waste containers for used material.
- F. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- G. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.

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

3.3 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.
- 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.

END OF SECTION 015000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Requirements:
 - 1. Section 011000 "Summary of Work" for limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and

patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 1. Description of the Work.
 2. List of detrimental conditions, including substrates.

3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of **96 inches** in occupied spaces and **90 inches** in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with

other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to **prevent** interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017310 - CUTTING AND PATCHING

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 procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
 - 2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Equipment supports.
 - 4. Piping, ductwork, vessels, and equipment.

6. Noise- and vibration-control elements and systems.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION 017310

SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. Daily, 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. Maintain the site in a neat and orderly condition at all times.

3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Remove tools, construction equipment, machinery, and surplus material from the site.
 - 2. Clean exposed hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition.
 - 3. Remove labels that are not permanent labels.
 - 4. 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.
 - 5. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - 6. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
 - 7. Leave the Project clean and ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
 - 1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

END OF SECTION 017400

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse or for storage.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

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

1.6 INFORMATIONAL SUBMITTALS

- A. Protection Measures Report: Submit report that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's and visiting publics on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of any building stairs or ladders.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will occupy entire building immediately below selective demolition of roof areas. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- D. Hazardous Materials: Present in buildings and structures to be selectively demolished. All roofing shingles are definitively known to contain asbestos. All exterior painted surfaces are assumed to be coated with lead-based paint. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material removal and remediation is specified elsewhere in the Contract Documents.
- E. Historic Areas: Protect historic spaces, interior and exterior features during demolition, including the use of temporary protection or barriers.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. When necessary, verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform a survey of the condition of roof structure to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of drawings, sketches, mark-ups, preconstruction photographs or video as deemed necessary by the contractor.
 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 1. All existing utilities, mechanical and electrical systems are to remain and are to be protected, unless noted otherwise.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations on higher roof levels before proceeding to next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches.
 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, roof decks or framing.
 8. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Historic Building: All selective demolition is to be performed for this Project is on a State historic building. Great care shall be exercise in the all demolish work to avoid any damage. If any conditions are encountered that are not specifically addressed by the drawings or specifications, stop work immediately and inform Architect and Owner before proceeding.
- D. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's designated on-site storage area.
 5. Protect items from damage during transport and storage.
- E. 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.
- F. 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, cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Original Johns-Manville asbestos shingles: Remove in strict accordance with Section 028213.19 Asbestos Abatement. This shall include all asbestos containing materials and accessories related to the original roofing system.
- B. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section 073126 Composite Slate Shingles for new roofing requirements.
 - 1. Remove existing low-slope roofing membrane, flashings, copings, and roof accessories down to existing concrete or wood deck substrates.
 - 2. Remove existing steep-slope roofing Johns-Manville shingles, underlayments and flashings down to existing wood deck substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

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

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Construction to be REMOVED: All existing steep slope roofing and low slope roofing systems including asbestos shingles, asbestos roll caps, felt underlayments, rigid insulations, damaged flashings or sheet metals, single-ply roof membranes, built-up roofing, and all fasteners down to the existing decking. Existing rotted or damaged wood decking shall be removed only when documented and approved by the Architect. See Unit Prices for replacement materials.
- B. Existing Items to be REMOVED and SALVAGED: All existing copper flashings and sheet metals that are in good conditions including drip edges, rake flashings, valley flashings, step flashings and base flashings. Any item that is scheduled to be removed can be salvaged at the

contractor's option. Do not reuse items for this project unless specifically approved by the Architect.

- C. Existing Items to be REMOVED and REINSTALLED: All components of the lightning protection system including lightning rods, stands, connectors, cables, clamps and miscellaneous accessories. (When possible, system components may be moved aside without completely disconnecting, repositioned and reinstalled in their original positions once roofing is in place.)
- D. Existing Items to REMAIN: The existing lightning cables may be left in place and the new roofing installed around such as long as cables can be temporarily moved enough to accommodate the new roofing. Existing gutters and downspouts are meant to remain in place.
- E. See drawings for a complete list of existing construction scheduled for demolition.

END OF SECTION 024119

SECTION 02 82 13.19

ASBESTOS ABATEMENT

1. General

1.1. SCOPE

1.1.1. 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.

1.2. DESCRIPTION

1.2.1. 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 asbestos-containing materials as described in Section 1.3.

1.3. BASE BID ITEMS The BASE BID will consist of the following items.

1.3.2. Asbestos abatement of approximately 6,600 square feet of asbestos containing transite roofing system and asbestos containing felt paper.

1.3.3. Asbestos abatement of approximately 50 Linear feet of asbestos containing Gray Roof flashing along the perimeter of the tower roof.

1.4. APPLICABLE CODES AND REGULATIONS

1.4.1. General Applicability of Codes, Regulations, and Standards:

1.4.1.1. All work under this contract shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards and codes governing asbestos abatement, and any other trade work done in conjunction with the abatement. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.

1.4.1.2. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement(s) shall be utilized.

1.4.1.3. Copies of all standards, regulations, codes and other applicable documents, including this specification shall be available at the worksite in the clean change area of the worker decontamination system and/or the Contractor's on-site Field Office. These standards, regulations, codes and other applicable documents, including this specification may be made available electronically.

1.4.2. Contractor Responsibility: The Asbestos Abatement Contractor (Contractor) shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of the asbestos abatement project. The Contractor is responsible for providing and maintaining training, accreditations, medical exams, medical records, personal protective equipment (PPE), including respiratory protection, and respirator fit testing, as required by applicable Federal, State and Local regulations. The Contractor shall hold the STMO OA harmless for any Contractor's failure to comply with any applicable work, packaging, transporting, disposal, safety, health, or environmental requirement on the part of himself, his employees, or his subcontractors.

1.4.3. Federal Requirements:

1.4.3.1. Federal requirements which govern some aspect of asbestos abatement include, but are not limited to, the following regulations:

1.4.3.1.1. Occupational Safety and Health Administration (**OSHA**)

1.4.3.1.2. Title 29 CFR 1926.1101 - Construction Standard for Asbestos

1.4.3.1.3. Title 29 CFR 1926 Subpart E - Personal Protective Equipment and Life Saving Equipment

1.4.3.1.4. Title 29 CFR 1910.134 - Respiratory Protection

1.4.3.1.5. Title 29 CFR 1926 - Construction Industry Standards

1.4.3.1.6. Title 29 CFR 1926.33 - Access to Employee Exposure and Medical Records

1.4.3.1.7. Title 29 CFR 1926.59 same as 1910.1200 - Hazard Communication

1.4.3.1.8. Title 29 CFR 1926 Subpart C - General Safety and Health Provisions and Subpart D - Occupational Health and Environmental Controls

1.4.3.1.9. Environmental Protection Agency (**EPA**):

1.4.3.1.10. 40 CFR 61 Subpart M - National Emission Standard for Hazardous Air Pollutants - Asbestos.

1.4.3.1.11. 40 CFR 763.80 - Asbestos Hazard Emergency Response Act (AHERA) and Asbestos Hazard Abatement Reauthorization Act (ASHARA)

1.4.3.1.12. Department of Transportation (**DOT**)

1.4.3.1.13. Title 49 CFR 171 - 180 - Transportation

1.4.4. State Requirements:

1.4.4.1. State requirements that apply to the asbestos abatement work, disposal, clearance, etc., include, but are not limited to, the following:

1.4.4.1.1. Missouri Air Conservation Law Sections 643.225 - 643.250 of the Revised Statutes of Missouri

1.4.5. Local Requirements:

1.4.5.1. If local requirements are more stringent than federal or state standards, the local standards are to be followed.

1.4.6. Standards:

1.4.6.1. Standards which govern asbestos abatement activities include, but are not limited to, the following:

1.4.6.1.1. American National Standards Institute (ANSI)/ASSP Z9.2-2018 - Fundamentals Governing the Design and Operation of Local Exhaust Systems and ANSI/ASSE Z88.2-2015 - Practices for Respiratory Protection.

1.4.6.1.2. Underwriters Laboratories (UL) 586-2009 - UL Standard for Safety of HEPA Filter Units, 9th Edition; ANSI Approval 2017-12-19.

1.4.6.2. Standards which govern encapsulation work include, but are not limited to the following:

1.4.6.2.1. American Society for Testing and Materials International (ASTM)

1.4.6.3. Standards which govern the fire and safety concerns in abatement work include, but are not limited to, the following:

1.4.6.3.1. National Fire Protection Association (NFPA) 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.4.6.3.2. NFPA 701 - Standard Methods for Fire Tests for Flame Resistant Textiles and Film.

1.4.6.3.3. NFPA 101 - Life Safety Code

1.4.7. EPA Guidance Documents:

1.4.7.1. EPA guidance documents which discuss asbestos abatement work activities are listed below. These documents are made part of this section by reference.

1.4.7.2. Guidance for Controlling ACM in Buildings (Purple Book) EPA 560/5-85-024

1.4.7.3. Asbestos Waste Management Guidance EPA 530-SW-85-007

1.4.7.4. A Guide to Respiratory Protection for the Asbestos Abatement Industry EPA-560-OPTS-86-001

1.4.7.5. Guide to Managing Asbestos in Place (Green Book) TS 799 20T July 1990

1.4.8. Notices:

1.4.8.1. State and Local agencies: Send written notification as required by State and Local regulations including the local fire department prior to beginning any work on ACM as follows:

1.4.8.2. Copies of notifications shall be submitted to the STMO OA for the facility's records at the same time frame notification is given to EPA, State, and Local authorities prior to beginning any work on ACM as follows.

1.4.9. Permits/Licenses: The contractor shall apply for and have all required permits and licenses to perform asbestos abatement work as required by Federal, State, and Local regulations.

1.4.10. Posting and Filing of Regulations: Maintain two (2) copies of applicable federal, state, and local regulations. Post one copy of each at the regulated area where workers will have daily access to the regulations and keep another copy in the Contractor's office.

1.4.11. State of Missouri Office of Administration Responsibilities prior to commencement of work:

1.4.11.1. Notify occupants adjacent to regulated areas of project dates and requirements for relocation, if needed. **Note: Notification of adjacent personnel is required by OSHA in 29 CFR 1926.1101**

(k) to prevent unnecessary or unauthorized access to the regulated area.

1.4.12. Site Security:

1.4.12.1. Regulated area access is to be restricted only to authorized, trained/accredited and protected personnel. These may include the Contractor's employees, employees of Subcontractors, STMO OA employees and Representatives, State and Local inspectors, and any other designated individuals. A list of authorized personnel shall be established prior to commencing the project and shall be located immediately outside the boundary of the regulated work area.

1.4.12.2. Entry into the regulated area by unauthorized individuals shall be reported immediately to the Competent Person by anyone observing the entry. The Competent person shall immediately notify the STMO OA Representative.

1.4.12.3. A logbook shall be maintained outside the boundary of the regulated work area. Anyone who enters the regulated area must record their name, affiliation, time in, and time out for each entry.

1.4.12.4. Access to the regulated area shall be via scaffolding, interior stair systems, or approved equivalent. All other access (doors, windows, hallways, etc.) shall be sealed or locked to prevent entry to or exit from the regulated area. The only exceptions for this requirement are emergency exits. Emergency exits shall not be locked from the inside or outside.

1.4.12.5. The Contractor's Competent Person shall control site security during abatement operations in order to isolate work in progress and protect adjacent personnel.

1.4.12.6. The Contractor will have the STMO OA's assistance in notifying adjacent personnel of the presence, location and quantity of ACM in the regulated area and enforcement of restricted access by the STMO OA's employees.

1.4.13. Pre-Construction Meeting:

1.4.13.1. Prior to commencing the work, the Contractor shall meet with STMO OA to present and review, as appropriate, the items following this paragraph. The Contractor's Competent Person(s) who will be on-site shall participate in the pre-start meeting. The pre-start meeting is to discuss and determine procedures to be used during the project. At this meeting, the Contractor shall provide:

1.4.13.1.1. Proof of Contractor licensing.

- 1.4.13.1.2. Proof the Competent Person(s) is trained and accredited and approved for working in this State. Verification of the experience of the Competent Person(s) shall also be presented.
- 1.4.13.1.3. A list of all workers who will participate in the project, including experience and verification of training and accreditation.
- 1.4.13.1.4. A list of and verification of training for all personnel who have current first-aid/CPR training. A minimum of one person per shift must have adequate training.
- 1.4.13.1.5. Current medical written opinions for all personnel working onsite meeting the requirements of 29 CFR 1926.1101(m).
- 1.4.13.1.6. Current fit-tests for all personnel wearing respirators on-site meeting the requirements of 29 CFR 1926. 1101(h) and Appendix C.
- 1.4.13.1.7. A copy of the Contractor's Asbestos Hazard Abatement Plan for Class II Asbestos Abatement. In these procedures, the following information must be detailed, specific for this project.
 - 1.4.13.1.7.1. Regulated area preparation procedures.
 - 1.4.13.1.7.2. Notification requirements procedure of Contractor as required in 29 CFR 1926.1101(d) Multi-Employer Worksites.
 - 1.4.13.1.7.3. If required, decontamination area set-up/layout and decontamination procedures for employees; extent of 6-mil polyethylene sheeting placed 25' out from the outer perimeter of the work area to aid in cleaning roofing material debris that may fall off building; method of demarcating the regulated work area with Asbestos Danger Tape and Asbestos Danger Signs; method for fall protection; method for accessing roof; and method for bringing material to lined roll-off or approved equivalent.
 - 1.4.13.1.7.4. Abatement methods/procedures and equipment to be used.
 - 1.4.13.1.7.5. Personal protective equipment to be used.
- 1.4.13.1.8. At this meeting the Contractor shall provide all submittals as required.
- 1.4.13.1.9. Procedures for handling, packaging and disposal of asbestos waste.

1.5. **TERMINOLOGY (Definitions)**

1.5.1. ABATEMENT: Procedure to control fiber release from asbestos containing building materials.

FOR THIS PROJECT:

- 1.5.1.1. 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.
- 1.5.1.2. POST-REMOVAL SURFACE ENCAPSULATION: Procedures necessary to coat surfaces from which asbestos-containing materials have been removed to control any residual fiber release.
- 1.5.1.3. 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.
- 1.5.1.4. 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.
- 1.5.1.5. 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.
- 1.5.1.6. AUTHORIZED VISITOR: The Owner Project Representative, his designee, or a representative of any regulatory or other agency having jurisdiction over the project.
- 1.5.1.7. BUILDING OWNER: State of Missouri office of Administration, or an authorized representative.
- 1.5.1.8. CURTAINED DOORWAY: An assembly designed to allow ingress and egress from one room to another while permitting minimal air movement between the rooms. It is typically constructed by placing three overlapping sheets of opaque 6-mil polyethylene over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- 1.5.1.9. FULL STAGE DECONTAMINATION ENCLOSURE SYSTEM: A series of connected rooms with air locks between any two adjacent rooms, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.

- 1.5.1.10. DECONTAMINATION AREA: An area adjacent to work area, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.
- 1.5.1.11. 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.
- 1.5.1.12. 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.
- 1.5.1.13. PERSONNEL DECONTAMINATION UNIT: A decontamination enclosure system for workers, typically consisting of a designated area of the work area (gross contaminant removal station), an airlock, an equipment room, an air lock, a shower, an air lock, and a clean room.
- 1.5.1.13.1. Equipment Room: A contaminated area or room in the personnel decontamination enclosure system with provisions for storage of contaminated clothing and equipment.
- 1.5.1.13.2. Shower Room: A room between the two air locks in the personnel decontamination enclosure system with hot and cold running water, soap and shampoo that is suitably arranged for complete showering during decontamination.
- 1.5.1.13.3. Clean Room: An uncontaminated area or room that is part of the worker decontamination unit with provisions for storage of workers' street clothes and protective equipment.
- 1.5.1.14. FIXED OBJECT: A unit of equipment or furniture inside the work area that cannot be removed from the work area without dismantling.
- 1.5.1.15. 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.
- 1.5.1.16. 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.
- 1.5.1.17. 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.

1.5.1.18. NIOSH: National Institute for Occupational Safety and Health.

1.5.1.19. 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.

1.5.1.20. PLASTICIZING: Procedures necessary for an airtight seal, using polyethylene sheeting, adhesives, and/or taping.

1.5.1.21. 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).

1.5.1.22. SURFACTANT: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

1.5.1.23. 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.

1.6. **EXISTING CONDITIONS**

1.6.1. This section is intentionally left blank

PART 2 EQUIPMENT AND MATERIALS

2.1. 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. The Contractor is solely responsible for enforcing personnel protection requirements. These specifications provide only a minimum acceptable standard for each phase of operation. General - Respiratory Protection Program: The Contractor shall develop and implement a written Respiratory Protection Program (RPP) which is in compliance with OSHA requirements found at 29 CFR 1926.1101 and 29 CFR 1910.134. ANSI Standard Z88.2-2015 provides excellent guidance for developing a respiratory protection program. All respirators used must be NIOSH approved for asbestos abatement activities. The written RPP shall, at a minimum, contain the basic requirements found at 29 CFR 1910.134 (c) - Respiratory Protection Program.

- 2.4. Respiratory Protection Program Coordinator: The Respiratory Protection Program Coordinator (RPPC) must be identified and shall have two (2) years of experience coordinating RPP of similar size and complexity. The RPPC must submit a signed statement attesting to the fact that the program meets the above requirements.
- 2.5. Selection and Use of Respirators: The procedure for the selection and use of respirators must be submitted to the STMO OA as part of the Contractor's qualifications. The procedure must be written clearly enough for workers to understand. A copy of the Respiratory Protection Program must be available in the clean room of the decontamination unit/area or in the onsite Contractor's office, for reference by employees or authorized visitors.
- 2.6. Minimum Respiratory Protection: Shall be a ½-mask negative pressure air purifying respirator equipped with Combination P100 filters and Organic Vapor Cartridge, provided personal air samples in the workplace remain at or below 0.1 f/cc, and the applicable PEL for solvents, both determined as an 8-hour TWA. Full face powered air purifying respirator equipped with P100 filters and Organic Vapor Cartridge shall be required until Contractor demonstrates that personal air samples are at or below 0.1 f/cc, and the applicable PEL for solvents, both determined as an 8-hour TWA. A higher level of respiratory protection shall be required, if fiber levels exceed 1 f/cc as an 8-hour TWA, inside the regulated work area. Respirator selection shall meet the requirements of 29 CFR 1926.1101 (h) and 29 CFR 1910.134 (d)(3)(i)(A) Table 1, except as indicated in this paragraph. Abatement personnel must have a respirator for their exclusive use.
- 2.7. Medical Written Opinion: No employee shall be allowed to wear a respirator unless a physician or other licensed health care professional has provided a written determination, they are medically qualified to wear the class of respirator to be used on the project while wearing whole body impermeable garments and subjected to heat or cold stress.
- 2.8. Respirator Fit Test: All personnel wearing respirators shall have a current qualitative/quantitative fit test which was conducted in accordance with 29 CFR 1910.134 (f) and Appendix A. Quantitative fit tests shall be done for PAPRs which have been put into a failure mode.
- 2.9. Respirator Fit Check: The Competent Person shall assure that the positive/negative pressure user seal check is done each time the respirator is donned by an employee. Head coverings must cover respirator head straps. Any situation that prevents an effective facepiece to face seal as evidenced by failure of a user seal check shall preclude that person from entering the regulated area until resolution of the problem.
- 2.10. Maintenance and Care of Respirators: The Respiratory Protection Program Coordinator shall submit evidence and documentation showing compliance with 29 CFR 1910.134 (h) Maintenance and Care of Respirators.

3. DECONTAMINATION FACILITIES

3.1.1. Description: Provide each regulated area with a fiber drum with a disposal bag in it for personnel waste materials. The Competent Person shall provide a specific area at the outer boundary of the regulated area and designate it specifically for the decontamination of personnel and respirators.

3.1.2. Waste/Equipment Decontamination Area (W/Eda): The Competent Person shall provide a specific area in the regulated area designated for removal of all waste, equipment and contaminated material from the regulated area.

4. CONTAINMENT BARRIERS AND COVERINGS IN THE REGULATED AREA

4.1. General: Using critical barriers, seal off the regulated area to completely isolate the regulated area from adjacent spaces. All penetrations to the regulated area must be covered with 2-layers of 6-mil fire retardant poly to prevent contamination and to facilitate clean-up. Should adjacent areas become contaminated, immediately stop work and clean up the contamination at no additional cost to the Government. Provide firestopping and identify all fire barrier penetrations due to abatement.

4.2. Preparation Prior to Sealing the Regulated Area: Place all tools, scaffolding, materials and equipment needed for working in the regulated area prior to erecting any plastic sheeting. Lock out and tag out any HVAC systems in the regulated area.

4.3. Controlling Access to the Regulated Area: Access to the regulated area is allowed only at the Competent Person's designated location and shall serve as a personnel decontamination facility (PDF)/Area, if required. All other means of access shall be eliminated and OSHA Danger demarcation signs posted as required by OSHA.

4.4. Critical Barriers: Critical penetration points into the building shall be sealed with 2-layers of 6-mil independently installed plastic sheeting (Polyethylene) secured in place at openings such as ducts, windows, louvers, penetrations or any other opening into the regulated area.

4.5. Secondary Barriers: A perimeter drop cloth of 1-layer of 6-mil plastic sheeting will be placed around the outside perimeter of the roof to capture falling debris and to facilitate clean-up at ground level, if necessary.

4.6. Extension of the Regulated Area: If the enclosure of the regulated area is breached in any way that could allow contamination to occur, the affected area shall be included in the regulated area and constructed as per this section. If the affected area cannot be added to the regulated area, decontamination measures must be started immediately and continue until air monitoring indicates background levels are met.

5. REMOVAL OF OSHA CLASS II AND EPA CATEGORY I ROOFING

- 5.1.1. General: The STMO OA must be notified at least 24 hours in advance of any waste removed from the regulated area. All applicable requirements of OSHA, EPA, State, Local and DOT shall be followed during Class II work. Keep materials intact; do not disturb; wet while working with it; wrap as soon as possible with 2-layers of 6-mil plastic for disposal or approved equivalent
- 5.1.2. Outdoor Work Areas, all applicable OSHA, State and Local regulations must be followed to ensure that outdoor work areas are in compliance so that workers, the general public and the environment are protected.
- 5.1.3. Scaffold Fall Protection: Each employee more than 10 feet above a lower level shall be protected from falls by guardrails or a fall arrest system. Fall arrest system includes harnesses, components of the harness/belt such as Dee-rings, and snap hooks, lifelines, and anchorage points. Lifelines must be independent of supports lines and suspension ropes and not attached to the same anchorage point as the support or suspension rope. OSHA's scaffolding standard defines a competent person as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions, which are unsanitary, hazardous to employees, and who has authorization to take prompt corrective measures to eliminate them." The competent person will determine if it is safe for employees to work on or from a scaffold or roof during storms or high winds and to ensure that a personal fall arrest system will protect the employees. The competent person will also inspect the scaffold and scaffold components for visible defects before each work shift and after any occurrence which could affect the structural integrity and to authorize prompt corrective measures.
- 5.1.4. Roof Fall Protection: The competent person shall determine if the walking/working surfaces on which the employees are to work have the strength and structural integrity to support the employees safely. Each employee on a walking/working surface (horizontal and vertical surface) with an unprotected side or edge which is 6 feet or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems, or personal fall arrest system.
- 5.1.5. Removal of Roofing:
 - 5.1.5.1. Roofing material shall be removed in an intact state to the extent that it is feasible.
 - 5.1.5.2. Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards.

5.1.5.3. Asbestos-containing material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist.

5.1.5.4. Any ACM that is not intact shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift. While the material remains on the roof it shall either be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting.

5.1.5.5. Intact ACM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift.

5.1.5.6. Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner so as to preclude the dispersion of dust.

5.1.5.7. Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down or both. The sealing of air intake sources shall be coordinated with STMO OA Facility Engineering Personnel and occupant location to ensure acceptable IAQ is maintained within the facility as per ASHRAE Standard 1955.

5.1.5.8. Notwithstanding any other provision of this section, removal or repair of sections of intact roofing less than 25 square feet in area does not require use of wet methods or HEPA vacuuming as long as manual methods which do not render the material non-intact are used to remove the material and no visible dust is created by the removal method used. In determining whether a job involves less than 25 square feet, the employer shall include all removal and repair work performed on the same roof on the same day.

5.1.6. All waste must be wrapped in two layers of 6-mil poly or approved equivalent and lowered carefully to the ground. Roofing may be lowered by way of a dust-tight chute.

5.2. DISPOSAL OF OSHA CLASS II AND EPA CATEGORY I WASTE MATERIAL

5.2.1. General: Dispose of waste ACM and debris which is packaged in accordance with these specifications, OSHA, EPA and DOT. The landfill requirements for packaging must also be met. Transport will be in compliance with 49 CFR 171-180 regulations. Disposal shall be done at an approved landfill in accordance with State and Local requirements, which are generally more restrictive than Federal EPA. Disposal of non-friable ACM shall be done in accordance with applicable State and Local regulations.

6. MATERIALS

- 6.1. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
- 6.2. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
- 6.3. 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.
 - 6.3.1. PLASTIC SHEETING: A minimum of 2 layers of 6-mil for floor and two layers of 4-mil for walls, in sizes to minimize the frequency of joints.
 - 6.3.2. 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.
 - 6.3.3. 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.
 - 6.3.4. CAULKS: As specified or approved.
 - 6.3.5. 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.
 - 6.3.6. 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.
 - 6.3.7. WARNING LABELS AND SIGNS: As required by OSHA regulation 29 CFR 1926.1101 and NESHAP Title 40 Part 61.
 - 6.3.8. 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.

6.4. **TOOLS AND EQUIPMENT**

6.4.1. Provide suitable tools for asbestos removal.

6.4.2. Water Sprayer: Airless or a low-pressure sprayer for amended water application as applicable.

6.4.3. 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.

6.4.4. Paint/Encapsulant Sprayer: Airless.

6.4.5. Scaffolding: As required to accomplish the specified work and meet all applicable safety regulations.

6.4.6. Vacuums: Use HEPA type such as Nilfisk GD930, or approved equal.

6.4.7. Other tools and equipment as necessary.

6.5. **COMMUNICATIONS**

6.5.1. 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.

6.6. **FIRE EXITS**

6.6.1. 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.

6.7. **SECURITY**

6.7.1. Make all necessary provisions for building security (for the duration of each project) for areas designated for this project.

6.8. **EQUIPMENT REMOVAL PROCEDURES**

6.8.1. 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.

6.8.2. Objects and equipment removed shall be stored in areas designated by the Owner.

6.9. **PREWORK INSPECTIONS**

6.9.1. 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.

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

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

6.10.1. 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.

6.10.2. 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.

6.10.3. Dispose of materials at an authorized disposal site in accordance with the requirements of federal, state, and local disposal authorities.

6.10.4. Workers unloading waste material at the disposal site shall be dressed in full-body protective clothing and dual cartridge respirators.

6.11. GROSS CLEANUP

6.11.1. Remove all visible accumulations of asbestos containing materials and debris by HEPA vacuums, sponging, etc. Wet clean up surfaces within the work area.

6.11.2. 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.

6.12. TEST FOR FINAL CLEARANCES

6.12.1. 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

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber.
 - 2. Wood blocking, nailers and miscellaneous lumber for special use as indicated.
 - 3. Replacement 1x decking boards.
 - 4. Miscellaneous plywood panels.
- B. Related Requirements:
 - 1. Section 073135 "Composite Slate Roofing."
- C. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Lumber and plywood shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 19 percent 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA UC3b.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry or blocking where indicated on drawings.

2.3 DIMENSION LUMBER FRAMING

- A. General Framing: No. 2 grade and any of the following species:
 - 1. Hem-fir (north); NLGA.

2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. 1x Board sheathing for decking replacement. (Verify actual size and thickness of original planks.)
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.
- C. For concealed boards such as roof sheathing, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 1. Mixed southern pine, No. 2 grade; SPIB.
 2. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 4. Eastern softwoods, No. 2 Common grade; NELMA.
 5. Northern species, No. 2 Common grade; NLGA.
 6. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.5 SPECIAL USE LUMBER

- A. Field verify finished sizes and lengths needed to replace any rotted or damage lumber encountered in this roof project.

2.6 PLYWOOD PANELS

- A. Miscellaneous filler panels or as indicated: DOC PS 1, Exposure 1, C-D Plugged, in thickness indicated as 3/4 inch nominal thickness.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Install plywood panels as indicated on drawings or as necessary to replace existing decking.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- F. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 DECKING REPLACEMENT INSTALLATION

- A. Install where necessary and when approved by Architect and in accordance with Unit Prices. Remove existing boards to the extent necessary to eliminate all damage encountered and so that new joints occur over supporting rafters or blocking. Cut to lengths and widths to match boards and spacing of existing adjacent decking. Maintain true lines and level planes of surrounding deck for continuity of new roofing. Coordinate locations with other work involved so as not to delay reroofing.
- B. Attach boards to substrates to support applied loads. Board should span at least three supports. Screws or nails shall be flush with surfaces unless otherwise indicated.

3.4 PROTECTION

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

END OF SECTION 061053

SECTION 070150 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Full tear-off of entire roof.
2. Re-cover preparation of entire roof.
3. Removal of base flashings.
4. Temporary roofing and protection.

- B. Related Requirements:

1. Section 024119 "Selective Demolition" for removal of existing roofing and components.
2. Section 028213.19 "Asbestos Abatement" for removal of existing J-M asbestos shingles.
3. Section 061053 "Miscellaneous Rough Carpentry" for replacement of wood decking.
4. Section 073134 "Composite Slate Roofing" for roofing shingles, underlayment and roof accessories.
5. Section 076200 "Sheet Metal Flashing and Trim" for metal flashing replacements.

1.3 UNIT PRICES

- A. Work of this Section is affected by roof sheathing removal and a replacement unit price. See Unit Prices for Roof Sheathing replacement.

1.4 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.
- B. Full Roof Tear-Off: Removal of existing roofing system from deck.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, sections, and details.

- C. Temporary Roofing Submittal: Product data and description of temporary roofing system.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
 - 1. Include certificate that Installer is approved by warrantor of roofing system.
 - 2. Include certificate that Installer is licensed to perform asbestos abatement.
- B. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of demolished roofing materials and hazardous wastes, such as asbestos-containing materials, by a landfill facility licensed to accept them.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Approved by warrantor of new roofing system to work on this roof and licensed to perform asbestos abatement in the state or jurisdiction where Project is located.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Reroofing Conference (Preconstruction Meeting): Conduct conference at Project site.
 - 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing, including installers of roof deck, roof accessories, and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing system tear-off and replacement, including, but not limited to, the following:
 - a. Reroofing preparation, including roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for roofing system before completion of all roofs.
 - c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
 - d. Existing roof deck conditions requiring notification of Architect.
 - e. Existing roof deck removal procedures and Owner notifications.
 - f. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
 - g. Structural loading limitations of roof deck during reroofing.
 - h. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.

- i. Asbestos removal and discovery of asbestos-containing materials.
- j. Governing regulations and requirements for insurance and certificates if applicable.
- k. Existing conditions that may require notification of Architect before proceeding.

1.8 FIELD CONDITIONS

- A. Existing Roofing System: Most of the existing roofs are a steep slope Johns-Manville asbestos shingle roof system that was installed about 1928. There are two smaller areas of low slope roofs that are covered with a built-up asphalt system and an EPDM single-ply membrane roofing. Both of these roof areas are to be removed and reroofed as per the drawings and specifications.
- B. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC equipment if needed, and evacuate occupants from below work area.
 - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
 - 1. Construction Drawings for existing roofing system are provided for Contractor's convenience and information, but are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- G. Hazardous Materials: Asbestos is a major component of the existing shingles and related accessories. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified elsewhere in the Contract Documents.

3. Coordinate reroofing preparation with hazardous material remediation to prevent water from entering existing roofing system or building.

PART 2 - PRODUCTS

2.1 TEMPORARY PROTECTION MATERIALS

- A. Expanded Polystyrene (EPS) Insulation: ASTM C 578.
- B. Plywood: DOC PS1, Grade CD Exposure 1.
- C. OSB: DOC PS2, Exposure 1.

2.2 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are Contractor's responsibilities.
- B. Base Sheet: ASTM D 4601, Type II, nonperforated, asphalt-impregnated and -coated, glass-fiber sheet.
- C. Glass-Fiber Felts: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt.
- D. Asphalt Primer: ASTM D 41/D 41M.
- E. Roofing Asphalt: ASTM D 312, Type III or IV.

2.3 REPLACEMENT MATERIALS

- A. Wood blocking, curbs, nailers and plywood roof sheathing are specified in Section 061053 Miscellaneous Rough Carpentry."

2.4 RE-COVER BOARDS

- A. Re-Cover Board: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board; 1/2 inch thick.
- B. Fasteners: Factory-coated steel fasteners, No. 12 or No. 14, and metal or plastic plates listed in FM Global's "Approval Guide," designed for fastening re-cover boards to deck and acceptable to new roofing system manufacturer.

2.5 AUXILIARY REROOFING MATERIALS

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

PART 3 - EXECUTION

3.1 PREPARATION

- A. Temporarily remove or set aside existing lightning arresting components (rods and cable) before beginning the Work.
- B. Protect existing building and roof features not to be covered with new roofing.
 - 1. Limit traffic and material storage to areas of existing roofing that have been protected.
 - 2. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
- C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- D. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- E. Maintain gutters and downspouts in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking gutters and downspouts.

3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Full Roof Tear-Off: Remove existing roofing and other roofing system components down to the existing wood deck on steep slope roofs and down to the existing substrate on low slope roofs. Verify conditions of all existing substrates.
 - 1. Remove all asbestos shingles and asbestos ridge roll caps.
 - 2. Remove all existing underlayment, felts or membrane flashings.
 - 3. Only remove existing copper flashings, including drips, rakes, base, valleys and miscellaneous flashings that are damaged beyond repair. Obtain approval from Architect for replacement.
 - 4. Remove all existing loose or protruding fasteners from deck.
 - 5. Remove wood blocking, curbs, and nailers that are damaged or not necessary for new roof systems.
 - 6. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen, unadhered felts, and wet felts.
 - 7. Remove existing rotted or damaged wood sheathing. Obtain approval from Architect for replacement.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.

- B. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.
- C. Replace existing roof sheathing, which is assumed to be 3/4" wood boards or planks, as approved by Architect. Roof sheathing replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.
- D. On low slope roofs with a concrete deck, verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263. Do not proceed with roofing work if moisture condenses under plastic sheet.

3.4 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.
 - 1. Installation of infill materials is specified in Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing."
- B. Install new roofing patch over roof infill area. If new roofing is installed the same day tear-off is made, roofing patch is not required.

3.5 TEMPORARY ROOFING

- A. Install approved temporary roofing over area to be reroofed. Do not leave any exposed roof surfaces unprotected at the end of a work day.
- B. Remove temporary roofing before installing new roofing.

3.6 BASE FLASHINGS

- A. Do not remove existing undamaged copper base flashings. Clean substrates of contaminants, such as asphalt, sealants, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish specified in Section 076200 "Sheet Metal Flashing and Trim."
- C. Inspect vertical wall transitions including sheathing, wood blocking, curbs, and nailers for deterioration and damage. If sheathing, wood blocking, curbs, or nailers have deteriorated, immediately notify Architect.

3.7 RE-COVER BOARD INSTALLATION

- A. Install re-cover boards over substrate with long joints in continuous straight lines and end joints staggered between rows. Loosely butt re-cover boards together and fasten to deck.

1. Tape joints of re-cover boards if required by roofing manufacturer.
- B. Fasten re-cover boards to resist wind-uplift pressure at corners, perimeter, and field of roof specified in Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing."
 1. Install additional fasteners near board corners and edges as necessary to conform boards to substrate and to adjacent boards.

3.8 DISPOSAL

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

END OF SECTION 070150.19

SECTIONS 073135 – COMPOSITE SLATE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Composite slate tiles/shingles that emulate real slate.
 - 2. Slate starter shingles.
 - 3. Underlayment.
 - 4. Composite hip/ridge roll caps. (Spanish Style)
 - 5. Solid slate shingles for exposed cuts at gables and open valleys.
 - 6. Other accessories as required by manufacturer.
- B. Related Requirements:
 - 1. Section 070150 "Preparation For Roofing" for decking requirements prior to roofing.
 - 2. Section 076200 "Sheet Metal Flashing and Trim" for all metal flashings.

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site with Installer and Architect.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product, component and accessory to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods and requirements.
- B. Samples: For the following products:

1. Composite Slates: Full size units showing custom red and gray color variations.
2. Ridge Roll Cap Units: Full size units in custom color.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, verify manufacturer's certification.
- B. Evaluation/Test Reports: For all composite products, showing compliance with specified performance characteristics and physical properties.
- C. Sample Warranty: For Manufacturer's warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For all composite slate products to include in maintenance manuals.
- B. Record Documentation: Submit warranty documents specified for inclusion in maintenance manuals.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Composite Slate Shingles: 100 sq. ft. in unbroken bundles.
 2. Composite Ridge Roll Caps: 10 full length units.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's certification for installation of composite slate roofing.
- B. Mockups: Build mockups to verify custom color selections made by Owner, to demonstrate aesthetic effects, color blend and to set quality standards for materials and execution.
 1. Build shingle & ridge cap mockup on the ground or use an existing dormer on the roof as agreed upon by the Owner, Architect and Contractor at the Preconstruction Meeting.
 2. The ground mockup shall be approximately two opposing 48-inch x 96-inch x 3/4" plywood sheets set in an "A" frame roof design with an adjoining ridge and sloping away from each other with at least a 12:12 slope. Install roll caps on ridges and hips to demonstrate finished assembly.
 3. The existing dormer mockup will be located so that it can readily be seen by the Owner without climbing upon roof. This mockup may become part of the completed Work if undisturbed at time of Substantial Completion.
 4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing. Retain mockups during construction as a standard for comparison with completed work.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather and moisture according to manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double stack rolls. Protect from sunlight until installation.
- C. Protect unused roofing materials from weather and moisture when left overnight or when work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.11 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related work to be performed according to manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.12 WARRANTY

- A. Manufacturer's Warranty: Submit for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and not intended to limit other rights Owner may have under Contract Conditions.
 - 1. Manufacturer's Warranty Period: Fifty (**50**) years commencing on date of Substantial Completion.
- B. Roofing Installer's Warranty: Submit on warranty form at end of this Section, signed by roofing Installer, covering all work of this Section, in which Installer agrees to repair or replace installed products that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: One (**1**) year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Old World Slate and Spanish Ridge Cap as manufactured by Brava Roof Tile, 915 E. Tyler Street, Washington, Iowa 52353; Phone: (844) 290-4196, Toll Free: (866) 423-3302, FAX: (319) 343-1038, URL: <http://www.bravarooftile.com>

2.2 DESIGN CRITERIA

- A. Slate Shingle Tiles with appearance, texture and thickness of traditional slate tiles.
- B. Material: Engineered polymer composite.
- C. Roof Slope: 4:12 minimum.
- D. Tile weight: approximately 311 lbs. per square.
- E. Fire Resistance: To ASTM E108
 - 1. UBC Standard 15.2 Rating: Class C.
 - 2. A Class A roof system rating can be achieved by using a Class A rated underlayment.
- F. Water Infiltration Resistance: To Miami-Dade PA 100.
- G. Impact Resistance: To UL 2218, Class 4.
- H. Accelerated Weathering: To UBC Standard 26-6 and 26-7.
- I. Stability Testing: To CGSB-37.58.
- J. Wind Uplift Resistance: To Miami-Dade TAS-125 Class 90.
- K. Wind Driven Rain: To Miami-Dade TAS-10.

2.3 COMPOSITE SLATE SHINGLES

- A. Composite Slate Shingles: Blend of post-industrial plastic, elastomers and cellulosic fiber materials.
 - 1. Recycled content: 80%
 - 2. Profile and appearance: Rectangular shape with exposed upper surface and edges to resemble traditional slate tiles. Tiles formed with markings on upper surface to indicate nailing locations and provide alignment.
 - 3. Typical Field Shingle Size: 23 inches long by 12 inches wide.
 - 4. Starter Shingle Size: 14 inches long by 12 inches wide.
 - 5. Exposure: 7 inches to match existing roofs.
 - 6. Colors & Pattern: The Owner, Missouri State Parks, has preselected a custom red color known as “**Mottled Red**” and a custom gray color known as “**Light Gray**” for the field tiles to be used for this project. These field tiles shall be blended at a ratio of three (3) red tiles for every one (1) gray tile. Tiles shall set in a running bond type pattern with the gray tiles occurring at regular intervals and never touching each other. Brava is expected to manufacture these pre-approved custom colors in the quantities necessary for this project and demonstrate this pattern in the required mockup.
- B. Composite Hip/Ridge Roll Caps: Manufactured from same material as composite shingles and part of the Brava Spanish Roof Tile accessories.

1. Profile and appearance: Rounded and tapered barrel shaped cap resembles traditional Spanish style ridge and hips.
2. Size: 17-inches long x 10-inches wide x 10 3/8”.
3. Exposure: To match existing roofs or as required by manufacturer.
4. Color: Ridge/Hip caps shall be the same custom red color as selected by the Owner for the red field tiles which is known as “**Mottled Red**”.

2.4 MISCELLANEOUS MATERIALS and ACCESSORIES

- A. All miscellaneous materials and accessories shall be compatible with the composite roofing system and shall only be used in accordance with manufacturer’s written recommendations.
- B. Felt: ASTM D 226/D 226M, Type I or Type II, asphalt-saturated organic felt, nonperforated.
- C. Self-Adhering Membrane Sheet: Minimum **40 mils** thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.
 1. Thermal Stability: ASTM D 1970; stable after testing at **240 deg F** or higher.
 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus **20 deg F** or lower.
 3. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ALCO Products, LLC.
 - b. Atlas Roofing Corporation.
 - c. Carlisle Residential; a division of Carlisle Construction Products.
 - d. CertainTeed Corporation.
 - e. GAF Materials Corporation.
 - f. Grace, W. R. & Co. - Conn.
 - g. Henry Company.
 - h. Owens Corning.
 - i. Protecto Wrap Company.
 - j. Soprema US.
 - k. TAMKO Building Products, Inc.
- D. Wall Sheathing Paper: Felt: ASTM D 226/D 226M, Type I or Type II, asphalt-saturated organic felt, nonperforated.
- E. Flashing Sealant: Per manufacturer’s installation instructions.
- F. Wood Blocking and Nailers: Pressure preservation treated wood in accordance with Section 061053 – Miscellaneous Rough Carpentry.
- G. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.

- H. Roofing Nails: ASTM F 1667, stainless-steel, Type 304, box-type wire nails, sharp pointed, and of sufficient length to penetrate a minimum of 3/4 inch into sheathing.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

2.5 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Sheet Metal: Reuse existing copper flashings unless damaged or noted otherwise. Repairs and replacement materials shall match existing materials in all respects. See Unit Prices.
- B. Vent-Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 6 inches from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Composite Slate Installer present, for compliance with manufacturer's written recommendations and requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through wood roofing.
- B. Inform Architect of unacceptable conditions immediately upon discovery.
- C. Proceed with installation only after unsatisfactory conditions have been corrected including the replacement of damaged sheathing.

3.2 COMPOSITE SLATE ROOFING INSTALLATION

- A. General: Install all composite slate roofing system and components in strict compliance with manufacturer's written installation instructions applicable to products indicated unless more stringent requirements apply.
 - 1. Tiles to be selected from separate pallets to ensure proper color blending according to Owner approved mockup and installed per manufacturer's instructions to achieve appearance of the approved blend and pattern.

- B. Drip Edge: Nail drip edge along roof deck edges at 16 inches maximum on center before installation of eave protection.
 - 1. Ensure drip edge overhangs fascia 1/2 inch minimum with 2-inch flange extending on to roof deck.
- C. Rake Drip Edges: Install over underlayment and fasten to roof deck.
- D. Self-Adhering Membrane Sheet: Install self-adhesive membrane over entire roof deck as per typical underlayment installations.
 - 1. Install membrane starting at eaves and working up to ridges. Install rolls horizontal to roof slopes and out to roof edges, rakes, valleys and hips. Fully cover all sheathing.
 - 2. Nail drip edges along rakes after underlayment is laid.
 - 3. Install over valleys and at projections or penetrations through roof including chimneys.
 - 4. Lap/overlap all seams 4 inches minimum. (Shingle style)
 - 5. Ensure roof deck is completely covered by self-adhering membrane underlayment.
- E. Valley Flashings: Install sheet metal valley flashings where required over self-adhering membrane material, 24 inches wide minimum centered down valleys in accordance with manufacturer's written recommendations. See Section 076200 – Sheet Metal Flashing and Trim for all material types and sizes.
 - 1. Include step and apron flashings at chimneys, ridge cap, parapets and dormer windows.
 - 2. Nail flashings in accordance with composite slate manufacturer's written recommendations.
 - 3. Apply bead of sealant to flashing edges and joints.
- F. Pipe Flashings: Form flashing around pipe penetrations and composite roofing. Fasten and seal to shingle roofing.
- G. Composite Slate Shingles: Install composite slate shingles in accordance with manufacturer's written recommendations.
 - 1. Use double starter course at bottom edges, including vertical and high slope roof surfaces.
 - 2. Install course plumb and with no variance on horizontal line.
 - a. Exposure: **7 or 8** inches maximum as per approved mockup.
 - b. Avoid keyway on keyway pattern.
 - c. Avoid "staircase" pattern.
 - 3. Fasten and space each shingle in accordance with composite slate shingle manufacturer's written recommendations regardless of shingle width.
 - a. Fasten each tile with two nails using hammer or pneumatic nail gun.
 - b. Drive nails flush with surface of shingle at locations indicated on tile.
 - c. Ensure shingle surface is not crushed.

4. There should be no spacing between adjacent shingles unless otherwise required by manufacturer. Allow for any movement of the roof deck and expansion/contraction of the materials as required by manufacturer. No two joints should be in direct alignment
 5. Overlap between slate joints: as per approved shingle pattern but not less than 2 inches.
 6. Lay each consecutive row of shakes in accordance with manufacturer's written recommendations.
 7. Cutting: Layout work to avoid cutting shingles.
 - a. At gables and vertical intersections, vary spacing of shingles to avoid cutting.
 - b. Use only uncut factory edges or solid shingles kept flush along rake and gable ends and where ends are exposed. Use circular saw or straight edge and utility knife when cutting.
 - c. If cutting is required, place shingle such that cut edge is not exposed.
 - d. Allow 1 inch clearance around roof projections, in valleys and beside flashings.
 8. At valleys saw slate shingles parallel to valley center line.
 - a. Do not break joints into valley.
- H. Composite Ridge/Hip Caps: Install factory formed composite ridge roll caps at apex of ridges and hips in accordance with manufacturer's written recommendations. Maintain same exposure dimension of units as shingle exposure. Lap units at ridges to shed water away from direction of prevailing winds. Alternate overlaps of units and fasten with concealed roofing nails of sufficient length to penetrate sheathing.
1. At unventilated ridges and hips, install concealed strip of self-adhering sheet underlayment over apex shingles and below ridge units.

3.3 FIELD QUALITY CONTROL

- A. Inspect units as they are installed. Do not install cracked, broken, twisted, curled, or otherwise damaged units.
- B. As work progresses, exercise care not to scratch or mar installed units. Shingles damaged during installation shall be immediately removed and discarded.
- C. After approximately 2 squares of roofing have been installed, inspect roof from ground with the Owner to verify proper layout and appearance. Repeat inspection throughout installation as necessary.

3.4 CLEANING

- A. Progress Cleaning: Perform cleanup as work progresses. Leave work area clean at end of each day.

- B. Final Cleaning: Upon completion of roofing, remove surplus materials, rubbish, debris, tools and equipment.

3.5 PROTECTION

- A. Protect installed products and components from damage during construction and until after final acceptance.
- B. Repair damage to adjacent materials caused by composite slate shingle installation. Reconnect any loose gutters, flashings and roof accessories.

3.6 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS **<Insert name>** of **<Insert address>**, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
 - 1. Owner: **<Insert name of Owner>**.
 - 2. Address: **<Insert address>**.
 - 3. Building Name/Type: **<Insert information>**.
 - 4. Address: **<Insert address>**.
 - 5. Area of the Work: **<Insert information>**.
 - 6. Acceptance Date: **<Insert date>**.
 - 7. Warranty Period: **<Insert time>**.
 - 8. Expiration Date: **<Insert date>**.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be

made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 72 mph;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

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

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

END OF SECTION 073135

SECTION 074625 - WOOD SHINGLE SIDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Wood-shingle siding for replacement.
 - 2. Felt weather-resistive barrier.
- B. Related Requirements:
 - 1. Section 076200 "Sheet Metal Flashing and Trim" for metal flashing and trim installed with siding.
 - 2. Section 099113 "Exterior Painting" for painting wood-shingle siding after installation.

1.3 UNIT PRICES

- A. Work of this Section is affected by damaged siding removal and a replacement unit price. See Unit Prices for Wood Shingle Siding replacement.

1.4 SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For the following products, of sizes indicated, to verify color and finish selected.
 - 1. Wood Shingles: Full size.

1.5 QUALITY ASSURANCE

- A. Grading Agency Qualifications: An independent testing and inspecting agency recognized by authorities having jurisdiction as qualified to label siding for compliance with referenced grading rules.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store siding in a dry, well-ventilated, weathertight location according to manufacturer's written instructions.
- B. Store rolls of felt used for weather-resistive barrier on end, on pallets or other raised surfaces. Do not double stack rolls.
 - 1. Protect unused felt from weather, sunlight, and moisture when left overnight or when work is not in progress.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit siding installation and related work to be performed according to manufacturer's written instructions.
 - 1. Field-Finished Siding: Proceed with installation of siding only when existing and forecast weather conditions permit installation and the immediate application of at least one coat of specified finish on siding before it is exposed to rain, snow, or dampness.
 - a. Proceed with installation only after base or primer coat has been applied to every surface of siding units and has dried.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire Resistance: Provide wood products that are fire-retardant treated according to AWPA U1, pressure treated in closed vessels under pressures of not less than **50 psig**, and as follows:
 - 1. Surface-Burning Characteristics: According to ASTM E 84; testing by a qualified testing agency acceptable to authorities having jurisdiction, as follows:
 - a. Flame-Spread Index: **25** or less.
 - b. Progressive Combustion: No evidence of significant progressive combustion when the test is continued for an additional 20-minute period.
 - c. Flame Front: Does not progress more than **10-1/2 feet** beyond the centerline of the burners at any time during the test.
 - d. Effect of Weathering: No increase in the listed classification when subjected to accelerated weathering according to ASTM D 2898 Method A.
 - 2. Product Identification: Attach a label to each bundle of wood products that includes the following:
 - a. Identification mark of testing agency acceptable to authorities having jurisdiction.
 - b. Identification of treatment manufacturer, chemical treatment, method of application, purpose of treatment, and warranties available.
 - c. Species of wood.

- d. Flame-spread and smoke-developed indexes.
 - e. Method of drying after treatment.
 - f. The words "No increase in the listed classification when subjected to the Standard Rain Test."
 - g. References to model-code approval.
- B. Decay Resistance: Provide wood products that are preservative treated according to AWPAC U1, chromated copper arsenate (CCA) pressure treatment; with a minimum of **0.40 lb/cu. ft.** retention.
- 1. Identification: Attach a label to each bundle of wood products; identify manufacturer and include chemical treatment, method of application, purpose of treatment, and warranties available.
- C. Grading Rules: Provide siding that complies with CSSB's grading rules for products indicated.
- 1. Identification: Attach a label to each bundle of siding that identifies manufacturer, type of product, grade, dimensions, and identification mark of grading agency.

2.2 UNDERCOURSING

- A. Cedar Undercoursing Shingles: Smooth-sawn western red cedar shingles.
- 1. Size: Length matching exposed siding and in manufacturer's standard thickness.
 - 2. Grade: Undercoursing.
 - 3. Finish: Match exposed siding.

2.3 EXPOSED SHINGLE SIDING

- A. Smooth-Sawn Cedar Shingles: Western red cedar shingles.
- 1. Grade: **No. 1.**
 - 2. Size: Match existing shingles. Assumed to be **16 inches** long; **0.40 inch** thick at butt.
 - 3. Finish: Unfinished or Oil-based primer, stain blocking, factory applied primer.
 - a. Color: White.
- B. Rebutted-and-Rejointed Cedar Shingles: **Smooth-sawn** western red cedar shingles.
- 1. Grade: **No. 1.**
 - 2. Size: Match existing shingles. Assumed to be **16 inches** long; **0.40 inch** thick at butt.
 - 3. Finish: Unfinished or Oil-based primer, stain blocking, factory applied primer.
 - a. Color: White.

2.4 ACCESSORIES

- A. Felt Weather-Resistive Barrier: ASTM D 226/D 226M, Type II, asphalt-saturated organic felt, nonperforated.

- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable rubberized-asphalt compound bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin.
 - 1. Minimum Overall Thickness: **0.020 inch**.
 - 2. Primer for Flexible Flashing: Product recommended by manufacturer of flexible flashing for applicable substrate.
- C. Nails: ASTM F 1667, stainless-steel, Type 316, or hot-dip galvanized-steel wire nails, sharp pointed, and of sufficient length to penetrate a minimum of **3/4 inch** into sheathing.
 - 1. Shingles: Use box or casing nails.
 - 2. Felt Weather-Resistive Barrier: Use roofing nails.
 - 3. Nails in Contact with Metal Flashing: Use nails made from same metal as flashing.
- D. Cedar Lath Strip: Western red cedar, clear heartwood, a minimum of **1-1/2 inches** wide.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 FELT WEATHER-RESISTIVE BARRIER INSTALLATION

- A. General: Comply with felt manufacturer's written installation instructions and CSSB recommendations applicable to products and applications indicated unless more stringent requirements apply.
- B. Cover exposed exterior surface of sheathing with felt nailed to framing immediately after sheathing is installed.
 - 1. Apply horizontally with a **2-inch** overlap and a **6-inch** end lap. Wrap around inside and outside corners **4 inches**.
 - 2. Cut back felt **1/2 inch** on each side of the break in supporting members at expansion- or control-joint locations.
 - 3. Apply felt to cover vertical flashing with a minimum **4-inch** overlap unless otherwise indicated.

3.3 FLEXIBLE FLASHING INSTALLATION

- A. Apply flexible flashing to comply with manufacturer's written instructions.

3.4 SINGLE-COURSED WALLS (REPLACEMENT AREAS)

- A. Install products according to manufacturer's written instructions and recommendations in CSSB's "Exterior and Interior Wall Manual." Follow directions for "Re-walling" or replacement of existing single-coursed walls as appropriate to match existing construction methods. Remove existing wood shingles only where necessary to replace damaged or rotten shingles. Obtain approval from Architect or Owner for shingle replacement amounts beyond those indicated in the Unit Prices.
- B. Install products, beginning at base of wall.
- C. Starter Undercourse: Install a single course of undercoursing at the base of the wall in a continuous straight or sloping line as it exist at base of dormers.
 - 1. Match height of existing starting course above top of roof or approximately 1-1/2 inches.
 - 2. Match fastening and corner treatment of siding.
- D. Exposed Siding:
 - 1. Install starter (first) course of exposed siding over starter undercourse with butts 1/2 inch lower than undercourse butts.
 - 2. Offset joints in first course of exposed siding a minimum of 1-1/2 inches from joints in starter undercourse.
 - 3. Install succeeding exposed siding courses with joints offset a minimum of 1-1/2 inches between adjacent courses.
 - 4. Install exposed siding courses with butt lines staggered to match existing shingles that are being replaced.
 - 5. Fasten each unit with two concealed nails spaced 3/4 to 1 inch from edges and 1 inch above butt line of succeeding course. For units wider than 10 inches, add two concealed fasteners, spaced 1 inch apart, to the center of the unit. Drive fasteners flush with top surface of units without crushing wood.
 - 6. Interior Corner Treatment: Laced, with flashing behind or match existing conditions.
 - 7. Exterior Corner Treatment: Laced.
- E. Weather Exposure and Spacing:
 - 1. Shingles:
 - a. Maintain maximum weather exposure of existing shingles which is believed to be about 6 or 7 inches.
 - b. Space shingles 1/8 to 1/4 inch apart.

END OF SECTION 074625

SECTION 075310 - EPDM MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Adhered EPDM membrane roofing system.
 - 2. Roof walkway pads.
 - 3. Roof insulation and cover boards.
- B. Related Sections include the following:
 - 1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Factored Design Uplift Pressure: The uplift pressure, calculated according to procedures in SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems," after multiplication by a safety factor.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a membrane roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
 - 1. Fire/Windstorm Classification: Class 1A-90, 72 MHP peak wind speed.

1.5 SUBMITTALS

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

- B. Shop Drawings: For roofing system. Include large scale plans, sections, details, and attachments to other Work.
 - 1. Base flashings and membrane terminations.
 - 2. Insulation fastening patterns.
- C. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- D. Qualification Data: For Installer and manufacturer.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- F. Maintenance Data: For roofing system to include in maintenance manuals.
- G. Warranties: Special warranties specified in this Section.
- H. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
 - 1. Installer must have a minimum of three (3) years experience installing the roof system specified.
 - 2. Job Site Superintendent must have a minimum of 5 years experience in roofing.
- B. Manufacturer Qualifications: A qualified manufacturer that has UL listing and FMG approval for membrane roofing system identical to that used for this Project.
- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain components for membrane roofing system approved by roofing membrane manufacturer.
- E. Fire-Test-Response Characteristics: Provide membrane roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.
- F. Preinstallation Conference or Pre-Construction Meeting: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination."

Review methods and procedures related to roofing system including, but not limited to, the following:

1. Meet with Owner, Architect, Owner, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.7 DELIVERY, STORAGE, AND HANDLING

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

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories roof insulation fasteners cover boards walkway products and other components of roofing system.
 2. Warranties that allow for arbitration are not acceptable.
 3. Warranty must allow for litigation in the State of Missouri and be subject to Missouri law per Chapter 506, Section 506.500 of the Missouri Statutes.
 4. Indicate by letter that “All roofing components exclusive of the deck are approved and compatible with the warranty requirements of the roof system as specified, and that the warranty specified will be issued at completion of the project if system is installed as designed.”
 5. Owner reserves the right to purchase a Twenty (20) year warranty for all of the roofs covered under the scope of work, up through the substantial completion of the project.
 6. Warranty Period Requested: Fifteen (15) years from date of Substantial Completion.
- B. Installers Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, ply sheets, base sheets, base flashing, roof insulation, fasteners, cover boards, and walkway products, for the following warranty period:
1. The liability of the Surety Company under the installer warranty provisions of this contract is limited to correcting defective workmanship and materials for a period of two years from the substantial completion date of the project. Any warranty beyond the first two years is an agreement between the owner and the contractor and falls outside the performance bond obligation.
 2. Warranty Period: **Five (5) years** from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 EPDM ROOFING MEMBRANE

- A. EPDM Roofing Membrane: ASTM D 4637, Type I, nonreinforced uniform, flexible sheet made from EPDM, and as follows:
1. Manufacturers:
 - a. Carlisle SynTec Incorporated.
 - b. GenFlex Roofing Systems.
 - c. Johns Manville International, Inc.
 - d. Stafast Roofing Products.
 - e. Versico Inc.

The manufacturer's listed in 2.2, are approved systems indicating the minimum level of quality re-

quired. To be considered as an "Acceptable Substitution." other systems must be approved 10 days in advance of bidding as per General Conditions.

2. Thickness: **60 mils**, nominal.
3. Exposed Face Color: Black.

2.3 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
 1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: **60-mil-** thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard bonding adhesive.
- D. Seaming Material: Manufacturer's standard synthetic-rubber polymer primer and **3-inch-**wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard single-component sealant.
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, approximately **1 by 1/8 inch** thick; with anchors.
- H. Metal Battens: Manufacturer's standard aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately **1 inch** wide by **0.05 inch** thick, prepunched.
- I. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.4 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
 1. Manufacturers:
 - a. Atlas Roofing Corporation.
 - b. Carlisle SynTec Incorporated.
 - c. Celotex Corporation.
 - d. Firestone Building Products Company.
 - e. GAF Materials Corp.
 - f. GenFlex Roofing Systems.

g. Johns Manville International, Inc.

- C. Cellulosic-Fiber Board Insulation: ASTM C 208, Type II, Grade 2, fibrous-felted, rigid insulation boards of wood fiber or other cellulosic-fiber and water-resistant binders, asphalt impregnated, chemically treated for deterioration.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated with min. slope of ½ inch per 12 inches, unless otherwise indicated.

2.5 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Low-Rise Foam Adhesive: Manufacturer's standard adhesive formulated to adhere roof insulation to substrate.
- D. Cover Board: ASTM C 208, Type II, Grade 2, cellulosic-fiber insulation board, 1/2 inch thick.

2.6 ASPHALT MATERIALS

- A. Roofing Asphalt: ASTM D 312, Type III, only to be used as insulation attachment.
- B. Asphalt Primer: ASTM D 41.

2.7 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads, approximately 3/16 inch thick, and acceptable to membrane roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
 - 4. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 5. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
 - 6. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.
- C. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is **2 inches** or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of **6 inches** in each direction.
- D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- E. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding **1/4 inch** with insulation.
 - 1. Cut and fit insulation within **1/4 inch** of nailers, projections, and penetrations.
- F. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 - 1. Prime surface of concrete deck with asphalt primer at rate of **3/4 gal./100 sq. ft.** and allow primer to dry.
 - 2. Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus **25 deg F** of equiviscous temperature.
 - 3. Set each layer of insulation in a cold fluid-applied adhesive.
- G. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - 1. Fasten insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
 - 2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
- H. Mechanically Fastened and Adhered Insulation: Install each layer of insulation and secure first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Fasten first layer of insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
 2. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
 3. Install subsequent layers of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
 4. Install subsequent layers of insulation in a manufacturer's approved low-rise foam adhesive. Edit this section per project requirements.
- I. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Loosely butt cover boards together and fasten to roof deck.
 1. Fasten insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
 2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

3.4 ADHERED ROOFING MEMBRANE INSTALLATION

- A. Install EPDM roofing membrane over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.
- B. Start installation of roofing membrane in presence of membrane roofing system manufacturer's technical personnel.
- C. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Bonding Adhesive: Apply bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- E. Mechanically or adhesively fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- F. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- G. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing membrane terminations.
- H. Repair tears, voids, and lapped seams in roofing that does not meet requirements.
- I. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.
- J. Install roofing membrane and auxiliary materials to tie in to existing roofing or vertical wall conditions.

3.5 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.

- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.6 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.7 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
 - 1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- B. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.8 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.9 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner: <Insert name of Owner.>
 2. Address: <Insert address.>
 3. Building Name/Type: <Insert information.>
 4. Address: <Insert address.>
 5. Area of Work: <Insert information.>
 6. Acceptance Date: <Insert date.>
 7. Warranty Period: <Insert time.>
 8. Expiration Date: <Insert date.>
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 72 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or

deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

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

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

END OF SECTION 07531

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Formed roof-drainage sheet metal fabrications.
 - 2. Formed steep-slope roof sheet metal fabrications.
 - 3. Formed low-slope roof sheet metal fabrications.
 - 4. Flat Seam Copper roof repairs.
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Section 073134 "Composite Slate Roofing" for composite slate shingles install with flashings.
 - 3. Section 075310 "EPDM Membrane Roofing" for low-slope roofing install with flashings.

1.3 UNIT PRICES

- A. Work of this Section is affected by existing damaged flashing removal and a replacement unit price. See Unit Prices for Flashing replacement.

1.4 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing. Verify all flashing materials and sizes.

1.5 SUBMITTALS

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

- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Include identification of material, thickness, weight, and finish for each item and location in Project.
 - 2. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 3. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 4. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 - 5. Include details of special conditions.
 - 6. Include details of connections to adjoining work.
 - 7. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.
- C. Samples for Verification: For each type of exposed finish.
 - 1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.

1.6 QUALITY ASSURANCE

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

1.7 DELIVERY, STORAGE, AND HANDLING

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: Match existing copper flashings as much as possible. ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 - 1. Nonpatinated Exposed Finish: Mill.
 - 2. Nonpatinated, Exposed, Lacquered Finish: Finish designations for copper alloys comply with system defined in NAAMM's "Metal Finishes Manual for Architectural and Metal Products."
 - a. Brushed Satin (Lacquered): M32-06x (Mechanical Finish: directionally textured, medium satin; with clear organic coating); coating of "Incralac," waterborne, methyl methacrylate copolymer lacquer with UV inhibitor, applied by air spray in two coats per manufacturer's written instructions to total thickness of **1 mil**.
- C. Metallic-Coated Steel Sheet: Provide aluminum-zinc alloy-coated steel sheet according to ASTM A 792/A 792M, **Class AZ50** coating designation, **Grade 40**; prepainted by coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Surface: Smooth, flat with manufacturer's standard clear acrylic coating on both sides.
 - 2. Exposed Coil-Coated Finish:
 - a. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 3. Color: White, to match existing gutter and downspout colors.
 - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of **0.5 mil**.

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Self-Adhering Membrane Sheet: Minimum **40-mils** thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified

asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F or higher.
 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F or lower.
- C. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
 3. Fasteners for Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Solder:
1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane, polysulfide, or silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with existing conditions and existing dimensions in accordance with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of **1/4 inch in 20 feet** on slope and location lines indicated on Drawings and within **1/8-inch** offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than **1 inch** deep, filled with butyl sealant concealed within joints.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams in Copper: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- H. Seams in other sheet metals: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- I. Do not use graphite pencils to mark metal surfaces.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum **96-inch**-long sections. Furnish same metal, finish, sizes, brackets and fasteners as used on existing gutters and downspouts of sizes to match existing components, but not less than indicated below.

1. Gutter Profile: Half-round Traditional Curl Gutter style to match existing.
 2. Expansion Joints: Lap type to match existing.
 3. Accessories: Provide accessories as necessary to match existing accessories.
 4. Gutters with Girth up to **15 Inches**: Fabricate from the following materials:
 - a. Aluminum-Zinc Alloy-Coated Steel: **24 gauge** thick.
- B. Downspouts: Fabricate round downspouts to dimensions that match existing, complete with mitered elbows. Furnish with metal hangers that match existing.
1. Fabricated Hanger Style: Match existing.
 2. Manufactured Hanger Style: Match existing.
 3. Hanger Style: Match existing.
 4. Fabricate from the following materials:
 - a. Aluminum-Zinc Alloy-Coated Steel: **24 gauge** thick.

2.7 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
1. Copper: **16 oz./sq. ft.**
- B. Drip Edges: Fabricate from the following materials:
1. Copper: **16 oz./sq. ft.**
- C. Counterflashing: Fabricate from the following materials:
1. Copper: **16 oz./sq. ft.**
- D. Flashing Receivers: Fabricate from the following materials:
1. Copper: **16 oz./sq. ft.**
- E. Roof-Penetration Flashing: Fabricate from the following materials:
1. Copper: **16 oz./sq. ft.**
- F. Gutters, Downspouts and Misc. Flashings as indicated: Fabricate from the following materials:
1. Aluminum-Zinc Alloy-Coated Steel: **24 gauge** thick.

2.8 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing and Fascia Cap: Fabricate in minimum **96-inch**-long, but not exceeding **12-foot**-long sections. Furnish with **6-inch**-wide, joint cover plates. Shop fabricate interior and exterior corners.
1. Joint Style: Overlapped, **4 inches** wide.

2. Fabricate with scuppers where necessary and with 4-inch-wide flanges and base extending 4 inches beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scupper.
3. Fabricate from the Following Materials:
 - a. Aluminum-Zinc Alloy-Coated Steel: 24 gauge thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work. It is the intent of the Architect that all existing copper flashing that are in good shape be retained and reused. Carefully remove existing flashings only as necessary to place new underlayments or roofing. Repair or replace any damaged portions of the copper flashings and reinstall in same location.
 1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.
- B. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.

2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Space cleats not more than **12 inches** apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 5. Torch cutting of sheet metal flashing and trim is not permitted.
 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of **10 feet** with no joints within **24 inches** of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than **1 inch** deep, filled with sealant concealed within joints.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than **1-1/4 inches** for nails and not less than **3/4 inch** for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than **1 inch** into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between **40 and 70 deg F**, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below **40 deg F**.
- G. Soldered Joints: (To be used only for Flat Seam Copper Roofing Repairs or on existing flashings that were previously soldered.) Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of **1-1/2 inches**; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder any sheet metal except copper.
 2. Do not use torches for soldering.
 3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 4. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

- H. Rivets: Rivet joints in where necessary for strength.

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
 - 1. Fasten gutter spacers to front and back of gutter.
 - 2. Anchor as per brackets and spacers to match existing conditions.
- C. Downspouts: Join sections with **1-1/2-inch** telescoping joints.
 - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately **60 inches** o.c.
 - 2. Provide elbows at base of downspout to direct water away from building.
 - 3. Connect downspouts to underground drainage system.

3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant. Replacement flashings shall match existing flashings for material type, size, shape and all physical characteristics.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at 12-inch centers.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing **4 inches** over base flashing. Lap counterflashing joints minimum of **4 inches**. Secure in waterproof manner by means of snap-in installation and sealant or lead wedges and sealant or interlocking folded seam or blind rivets and sealant unless otherwise indicated.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric or butyl sealant and clamp flashing to pipes that penetrate roof.

3.6 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.7 ERECTION TOLERANCES

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

3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 077253 - SNOW GUARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Pad-type, flat-mounted snow guards.

1.3 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for snow guards.
- B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.
 - 1. Include details of pad-type snow guards.
 - 2. Include calculation of number and location of snow guards based on snow load, roof slope, roof type, components, spacings, and finish.
- C. Samples: Full-size unit.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- B. Structural Performance:
 - 1. Snow Loads: 20 pounds per square foot live load.

2.2 PAD-TYPE SNOW GUARDS

A. Flat-Mounted Metal Snow Guard Pads:

1. Material: Copper sheet, Galvalume sheet or Manufacturer's standard noncorrosive metal.
2. Finish and Color: Color as selected by Architect from manufacturer's full range.
3. Finish: Kynar 500 pre-painted coil finish on Galvalume sheet.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 INSTALLATION

- A. Install snow guards according to manufacturer's written instructions. Space rows as recommended by manufacturer.
- B. Attachment for Composite Slate Shingle Roofing:
 1. Flat-Mounted, Snow Guard Pads: Mechanically anchored through predrilled holes concealed by the shingles.

END OF SECTION 077253

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Galvanized metal. (Existing gutters & downspouts)
 - 2. Steel and iron substrates. (Pipe rails or miscellaneous steel or iron components)
 - 3. Wood. (Replacement wood shingle sidings)
- B. Related Requirements:
 - 1. Section 074625 "Wood Shingle Siding" for factory priming and field painting.
 - 2. Section 076200 "Sheet Metal Flashing and Trim" for existing roof drainage flashings that may need to be re-painted in the field.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 SUBMITTALS

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

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
2. Indicate VOC content.

1.5 DELIVERY, STORAGE, AND HANDLING

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

1.6 FIELD CONDITIONS

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: Match Owner's existing colors and finishes of those items in the field.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke any testing procedures.

1. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer. but not less than the following:
 1. SSPC-SP 2.
 2. SSPC-SP 3.

3. SSPC-SP 7/NACE No. 4.
 4. SSPC-SP 11.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Aluminum Substrates: Remove loose surface oxidation.
- H. Wood Substrates:
1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
 2. Sand surfaces that will be exposed to view, and dust off.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 3. Paint entire exposed surface of window frames and sashes.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

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

3.6 EXTERIOR PAINTING SCHEDULE

- A. Steel and Iron Substrates: (Lightning Rod Stands & miscellaneous Pipe Rails)
 - 1. Alkyd System **MPI EXT 5.1D**:
 - a. Prime Coat: Primer, metal, surface tolerant, **MPI #23**.
 - 1) Sherwin-Williams Kem Kromik Universal Primer **B50WZ1**.
 - b. Topcoat: Alkyd, exterior, semi-gloss (MPI Gloss Level 5) **MPI #94**.
 - 1) Sherwin-Williams; Protective & Marine, **B55W00101**.
- B. Galvanized-Metal Substrates: (Gutters & Downspouts)
 - 1. Alkyd System[**MPI EXT 5.3B**]:
 - a. Prime and Intermediate Coat: Exterior, alkyd enamel, matching topcoat.
 - b. Topcoat: Alkyd, exterior, semi-gloss (MPI Gloss Level 5) **MPI #94**.
 - 1) Sherwin-Williams; Protective & Marine, **B55W00101**.

C. Wood Substrates: (Wood trim and Architectural woodwork)

1. Latex System **MPI EXT 6.3A:**

- a. Prime Coat: Primer, alkyd for exterior wood, **MPI #5.**
 - 1) Sherwin-Williams; Extreme Block Primer/Sealer, **B49W00600.**
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4) **MPI #15.**
 - 1) Sherwin-Williams; SuperPaint, Exterior Latex Satin, **A89W01151.**

D. Wood Substrates: (Wood shingles on Dormers and other Walls)

1. Latex over Alkyd Primer System **MPI EXT 6.6A:**

- a. Prime Coat: Primer, alkyd for exterior wood, **MPI #5.**
 - 1) Sherwin-Williams; Extreme Block Primer/Sealer, **B49W00600.**
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1) **MPI #10.**
 - 1) Sherwin-Williams; SuperPaint, Exterior Latex Flat, **A80W01151.**

END OF SECTION 099113

SECTION 264113 - LIGHTNING PROTECTION FOR STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes repairs to the existing lightning protection system for the following historic structure:
 - 1. Bothwell Lodge Roof including all above ground components.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Diagram: Lightning protection system sketched or diagramed on the roof plan shown and coordinated with each existing lightning rod and its cable connection:
 - 1. Lightning protection cabling attachments to roofing systems and accessories.
 - 2. Lightning protection strike termination device attachment to roofing systems, coordinated with the roofing system manufacturer.
 - 3. Lightning protection system components penetrating roofing and moisture protection systems and system components, coordinated with the roofing system manufacturer.
- B. Product Certificates: For each type of roof adhesive for attaching the roof-mounted air terminal assemblies, approved by the roofing-material manufacturer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For lightning protection system to include in maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Coordination Diagram showing routes of the ground loop conductors, lightning rods and the ground rod locations. Comply with requirements of Section 017839 "Project Record Documents."

- B. Completion Certificate:
 - 1. UL Letter of Findings Limited Scope Inspection Report.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: UL-listed installer, category OWAY.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Use replacement parts from a reputable manufactures that make compatible replacement parts.

2.2 PERFORMANCE REQUIREMENTS

- A. Lightning Protection Components, Devices, and Accessories: Listed and labeled by a qualified testing agency as complying with UL 96, and marked for intended location and application.

2.3 MATERIALS

- A. Air Terminals: (Lightning Rods & Stands)
 - 1. Match existing components for material type and size.
 - 2. Pointed or Rounded tip as matches existing.
 - 3. Integral base support as will accept rods.
- B. Air Terminal Bracing:
 - 1. Match existing components for material type and size.
- C. Main Conductors:
 - 1. Match existing components for material type and size.
- D. Secondary Conductors:
 - 1. Match existing components for material type and size.
- E. Ground Loop Conductor: Stranded copper.
- F. Ground Rods:
 - 1. Match existing components for material type and size.
- G. Conductor Splices and Connectors: Compression fittings that are installed with hydraulically operated tools, or exothermic welds, approved for use with the class type.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install lightning protection components and systems according to UL 96A or as appropriate for the original historic conditions.
- B. Install conductors with direct paths from air terminals to ground connections. Avoid bends less than 90 degrees and **8 inches** in radius and narrow loops.
- C. Reinstall existing conductors as per their original locations or if not apparent as per UL 96A.
 - 1. Roof penetrations required for down conductors and connections through-roof fitting and connector assemblies with solid rods and appropriate roof flashings. Use materials approved by the roofing manufacturer for the purpose. Conform to the methods and materials required at roofing penetrations of the lightning protection components to ensure compatibility with the roofing specifications and warranty.
 - 2. Install conduit where necessary to comply with conductor concealment requirements.
 - 3. Air Terminals on Single-Ply Membrane Roofing: Comply with adhesive manufacturer's written instructions.
- D. Ground Ring Electrode: The conductor shall be not less than the main-size lightning conductor.

3.2 CONNECTIONS

- A. Aboveground exposed connections shall be done using the following types of connectors, listed and labeled for the purpose: bolted connectors.

3.3 CORROSION PROTECTION

- A. Do not combine materials that can form an electrolytic couple that will accelerate corrosion in the presence of moisture unless moisture is permanently excluded from junction of such materials.
- B. Use conductors with protective coatings where conditions would cause deterioration or corrosion of conductors.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner may engage a qualified special inspector to perform the following special inspections:
 - 1. Coordinate and facilitate inspections as necessary to obtain an LPI certification.

END OF SECTION 264113

April 22, 2022

Brad Schaefer
Project Design Unit Manager
State of Missouri, Office of Administration
Division of Facilities Management, Design & Construction
301 W. High Street, Room 730
Jefferson City, MO 65102

**RE: Limited Asbestos & Lead-Based Paint Testing
Bothwell Lodge**
19349 Bothwell State Park Road
Sedalia, MO 65301
Project No. 921199.008
STMO OA Project Number: 2214-01

Mr. Schaefer,

Thank you for the opportunity to provide State of Missouri Office of Administration (STMO OA) with the above referenced environmental consulting activities. The following is our report.

BACKGROUND

OCCU-TEC, Inc. (OCCU-TEC) was contacted by STMO OA to conduct asbestos bulk sampling of suspect materials and limited lead-based paint testing of the Bothwell Lodge roof and exterior siding at the address noted above. The above referenced services were conducted in response to an upcoming roof replacement project.

SUMMARY OF ACTIVITIES CONDUCTED

OCCU-TEC arrived on site on March 17th, 2022, and again on April 12th, 2022, to inspect the project area and collect suspect asbestos containing material (ACM) samples and conduct a limited lead-based paint assessment. The assessment activities were completed by Mr. Justin Arnold of OCCU-TEC. Mr. Arnold is a Missouri licensed asbestos

inspector and a Missouri licensed lead-based paint risk assessor. A copy of the inspectors' qualifications is attached to this report.

ASBESTOS

The bulk samples were submitted to Hayes Microbial Consulting, LLC (Hayes) for independent analysis. The lab is accredited by the National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP) and the NVLAP Lab code number is 500096-0. The bulk samples were analyzed by polarized light microscopy (PLM) using the dispersion staining technique, as set forth in 40 CFR 763, Subpart E, Appendix E, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples."

A material is considered to be an asbestos-containing material (ACM) if at least one sample collected from the material showed asbestos present in an amount greater than one percent (1%), which is in accordance with the definition of ACM as per AHERA. The transite roofing shingles, the roofing felt paper, and the gray roofing shingle samples were analyzed and found to contain greater than 1% asbestos and is therefore considered ACM as per AHERA. The white caulking and the asphaltic shingle samples were analyzed and found to be non-detect for asbestos and are therefore not considered ACM as per AHERA.

LEAD-BASED PAINT

The Lead-based paint assessment was completed on exterior painted surfaces using an X-ray Florescence (XRF) detector. XRF testing was conducted using Viken Detection Model Pb200i XRF detector, Serial #01098, General License # 53-0720, utilizing a Cobalt - 57 radioisotope source with an activity level of 5 millicuries (mCi).

Housing and Urban Development (HUD) defines lead-based paint as any paint or other surface coating materials that contain lead equal to or in excess of 1.0 mg/cm² or more than five-tenths percent by weight. The lead testing data will show all components that were tested, components that were tested at or above the HUD lead standard of 1.0 mg/cm² are indicated by bold type and highlighted. If there are components that were not tested, they too must be considered lead containing. A minimum of three (3) calibration check readings were taken, using a 1.0 mg/cm² calibration block, before beginning the testing and at the end of the testing.

The lead-based paint testing XRF analysis found all painted wood surfaces on the exterior of the building to have concentrations of lead above the HUD lead standard level of 1.0 mg/cm² and are therefore considered lead-based paint. The lead-based paint testing XRF analysis found that the metal gutter and downspouts had concentrations of lead below the HUD lead standard level of 1.0 mg/cm² and are not considered lead-based paint. A copy of the XRF analytical results is attached to this document.

OCCU-TEC appreciates the opportunity to work with the STMO OA on this project. Please contact us with any questions or if we can be of further assistance.

Sincerely,



Justin Arnold
Project Manager



Kevin Heriford
Director of EH&S (QA/QC)

Attachments:

XRF Analysis
Sample Analysis Results and Chain of Custody
Certifications

| | |
|-------------|-------------------------|
| Company | Heuresis Corp. |
| Model | Pb200i |
| Type | XRF Lead Paint Analyzer |
| Serial Num. | 1098 |
| App Version | Pb200i-REL-4.0-29 |

Lead Based Paint Inspection
 Bothwell Lodge
 19349 Bothwell State Park Road, Sedalia, MO 65301



| Job Id | Reading # | Concentration | Units | 3 SD | Result | Action Level | Nom Sec | Date | Time | User | Mode | Analytic Mode | Floor | Room | Side | Component | Color | Substrate | Condition |
|--------|-----------|---------------|--------|------|-------------|--------------|---------|-----------|---------|--------|--------------|---------------|-------|-------------------------|-------|--------------|-------|-----------|-----------|
| 921199 | 649 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 7:52:48 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 650 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 7:53:01 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 651 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 7:53:14 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 652 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 7:53:32 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 653 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 6 | 4/12/2022 | 7:53:45 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 654 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 7:54:00 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 655 | 18.9 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:00:51 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Wall | Beige | Wood | Poor |
| 921199 | 656 | 12.5 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:01:01 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Wall | Beige | Wood | Poor |
| 921199 | 657 | 0.4 | mg/cm2 | 0.2 | Negative | 1 | 3 | 4/12/2022 | 8:01:12 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Wall | Beige | Wood | Poor |
| 921199 | 658 | 9.9 | mg/cm2 | 0.3 | Positive | 1 | 2 | 4/12/2022 | 8:01:30 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Wall | Beige | Wood | Poor |
| 921199 | 659 | 21.4 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:02:04 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Window Frame | Beige | Wood | Poor |
| 921199 | 660 | 17.2 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:02:35 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Soffit | Beige | Wood | Poor |
| 921199 | 661 | 13.9 | mg/cm2 | 0.3 | Positive | 1 | 2 | 4/12/2022 | 8:02:42 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Soffit | Beige | Wood | Poor |
| 921199 | 662 | 0.1 | mg/cm2 | 0.2 | Negative | 1 | 2 | 4/12/2022 | 8:02:49 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Soffit | Beige | Wood | Poor |
| 921199 | 663 | 17 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:03:05 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Soffit | Beige | Wood | Poor |
| 921199 | 664 | 6.7 | mg/cm2 | 0.3 | Positive | 1 | 2 | 4/12/2022 | 8:03:40 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Hand Rail | Beige | Wood | Poor |
| 921199 | 665 | 0 | mg/cm2 | 0.2 | Negative | 1 | 2 | 4/12/2022 | 8:04:51 | Justin | Action Level | Lead Paint | 2nd | exterior concrete patio | West | Downspout | Beige | Metal | Poor |
| 921199 | 666 | 14.9 | mg/cm2 | 0.2 | Positive | 1 | 2 | 4/12/2022 | 8:14:31 | Justin | Action Level | Lead Paint | 2nd | Bedroom | East | Window Sill | Beige | Wood | Poor |
| 921199 | 667 | 1 | mg/cm2 | 0.1 | Positive | 1 | 5 | 4/12/2022 | 8:14:49 | Justin | Action Level | Lead Paint | 2nd | Bedroom | East | Window Sash | Beige | Wood | Poor |
| 921199 | 668 | 12.1 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:15:18 | Justin | Action Level | Lead Paint | 2nd | Bedroom | East | Window Frame | Beige | Wood | Poor |
| 921199 | 669 | 2.2 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:15:34 | Justin | Action Level | Lead Paint | 2nd | Bedroom | East | Window Frame | Beige | Wood | Poor |
| 921199 | 670 | 16.3 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:19:55 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | South | Window Frame | Beige | Wood | Poor |
| 921199 | 671 | 19.8 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:20:11 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | South | Window Sill | Beige | Wood | Poor |
| 921199 | 672 | 10 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:20:25 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | South | Window Sash | Beige | Wood | Poor |
| 921199 | 673 | 4.2 | mg/cm2 | 0.3 | Positive | 1 | 2 | 4/12/2022 | 8:21:34 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | East | Door | Beige | Wood | Poor |
| 921199 | 674 | 4.2 | mg/cm2 | 0.3 | Positive | 1 | 2 | 4/12/2022 | 8:21:46 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | East | Door Casing | Beige | Wood | Poor |
| 921199 | 675 | 0 | mg/cm2 | 0.3 | Negative | 1 | 1 | 4/12/2022 | 8:22:04 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | East | Door Jamb | Beige | Wood | Poor |
| 921199 | 676 | 3.1 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:22:18 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | East | Door Jamb | Beige | Wood | Poor |
| 921199 | 677 | 0.2 | mg/cm2 | 0.2 | Negative | 1 | 2 | 4/12/2022 | 8:23:02 | Justin | Action Level | Lead Paint | 1st | Exterior south patio | East | Downspout | Beige | Metal | Poor |
| 921199 | 678 | 16.1 | mg/cm2 | 0.3 | Positive | 1 | 1 | 4/12/2022 | 8:23:49 | Justin | Action Level | Lead Paint | 1st | middle patio | East | Soffit | Beige | Metal | Poor |
| 921199 | 679 | 0.3 | mg/cm2 | 0.2 | Negative | 1 | 3 | 4/12/2022 | 8:24:15 | Justin | Action Level | Lead Paint | 1st | middle patio | East | Gutter | Beige | Metal | Poor |
| 921199 | 680 | 0 | mg/cm2 | 0.2 | Negative | 1 | 2 | 4/12/2022 | 8:24:59 | Justin | Action Level | Lead Paint | 1st | middle patio | East | Downspout | Beige | Metal | Poor |
| 921199 | 681 | 5.1 | mg/cm2 | 0.3 | Positive | 1 | 2 | 4/12/2022 | 8:25:30 | Justin | Action Level | Lead Paint | 1st | middle patio | East | Column | Beige | Wood | Poor |
| 921199 | 682 | 0.7 | mg/cm2 | 0.2 | Calibration | 1 | 3 | 4/12/2022 | 8:33:16 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 683 | 0.8 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 8:33:25 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 684 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 8:33:40 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 685 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 8:33:56 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 686 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 8:34:10 | Justin | Action Level | Lead Paint | | | | | | | |
| 921199 | 687 | 0.9 | mg/cm2 | 0.1 | Calibration | 1 | 5 | 4/12/2022 | 8:34:25 | Justin | Action Level | Lead Paint | | | | | | | |

Intact = Paint in good condition
 Fair = below De minimis levels
 Poor = Above De minimis levels

Analysis Report prepared for

Occu-Tec

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

Phone: (816) 994-3420

921199.008
Bothwell

Collected: **March 17, 2022**
Received: **March 24, 2022**
Reported: **March 25, 2022**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 9 samples by FedEx in good condition for this project on March 24th, 2022.

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. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC..

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



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



EPA Laboratory ID: VA01419



Lab ID: #188863



DPH License: #PH-0198

| # | Sample | Material Description | Non-Asbestos Fibers | Asbestos Fibers |
|---|--|----------------------------|----------------------|---------------------------------|
| 1 | RM - 01 - 01 - Cement Roofing + Felt Paper | Transite / Tan | | 12% Chrysotile |
| | | Felt / Black | 45% Cellulose Fibers | None Detected |
| 2 | RM - 01 - 02 - Cement Roofing + Felt Paper | Transite | | (Not Analyzed, Positive Stop) |
| | | Felt / Black | | 4% Chrysotile |
| Lab Note: Presence of Asbestos May Be Due to Contamination from Adjacent Material. | | | | |
| 3 | RM - 01 - 03 - Cement Roofing + Felt Paper | Transite | | (Not Analyzed, Positive Stop) |
| | | Felt | | (Not Analyzed, Positive Stop) |
| 4 | GRF - 02 - 01 - Gray Roof Flashing | Bulk Material / Gray | | None Detected |
| 5 | GRF - 02 - 02 - Gray Roof Flashing | Bulk Material / Black/Gray | | 4% Chrysotile |
| 6 | WC - 03 - 01 - White Roof Caulking | Caulk / White | | None Detected |
| 7 | WC - 03 - 02 - White Roof Caulking | Caulk / White | | None Detected |
| 8 | AS - 04 - 01 - Asphalt Shingles | Roofing / Black | 15% Cellulose Fibers | None Detected |
| 9 | AS - 04 - 02 - Asphalt Shingles | Roofing / Black | 15% Cellulose Fibers | None Detected |

Asbestos Analysis Information

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



Company: OCUTECH INC
 Address: 2604 NE Industrial Drive Suite 230
North Kansas City, MO 64117

N

SHIP: FEDEX - PAK 50
 DATE: 03-24-2022



Job Number: 921199.008 Job Name: Bothwell
 Collector: Justin Arnold
 Date Collected: 3-17-22

Mobile: 816-810-3274 Email: jarnold@ocutec.com
 Note:

| Analysis Type | | Analysis Methods | Turnaround Times | | | | | |
|---------------|-------------|-----------------------------|------------------|-----------|-------|-------|-------|-------|
| PLM | Bulk | EPA 600* | 3 Hour* | Same Day* | 1 Day | 2 Day | 3 Day | 5 Day |
| | Point Count | 400 Point*, 1000 Point* | 3 Hour* | Same Day* | 1 Day | 2 Day | 3 Day | 5 Day |
| | Vermiculite | EPA 600*, Cincinnati Method | 3 Hour* | Same Day* | 1 Day | 2 Day | 3 Day | 5 Day |
| | Soil | EPA 600*, CARB 435 | 3 Hour* | Same Day* | 1 Day | 2 Day | 3 Day | 5 Day |
| TEM | Air | EPA AHERA, NIOSH 7402 | - | Same Day | 1 Day | 2 Day | 3 Day | 5 Day |
| | Bulk | Chatfield | - | Same Day | 1 Day | 2 Day | 3 Day | 5 Day |
| | Wipe | ASTM D6480-05 | - | Same Day | 1 Day | 2 Day | 3 Day | 5 Day |
| | Microvac | ASTM D5755-09 | - | Same Day | 1 Day | 2 Day | 3 Day | 5 Day |
| PCM | Air | NIOSH 7400 | 3 Hour | Same Day | 1 Day | 2 Day | 3 Day | 5 Day |

| # | Group | Number | Sample Name | Analysis Type | Turnaround | Volume / Area | Stop (+) |
|----|-------|-----------|-----------------------------|---------------|------------|---------------|----------|
| 1 | | RM-01-01 | Cement Roofing + Felt Paper | PLM EPA 600 | 1 Day | | |
| 2 | | RM-01-02 | ↓ | ↓ | ↓ | | X |
| 3 | | RM-01-03 | ↓ | ↓ | ↓ | | X |
| 4 | | GRF-02-01 | Gray Roof Flashing | ↓ | ↓ | | |
| 5 | | GRF-02-02 | ↓ | ↓ | ↓ | | X |
| 6 | | WC-03-01 | White Roof Caulking | ↓ | ↓ | | |
| 7 | | WC-03-02 | ↓ | ↓ | ↓ | | X |
| 8 | | AS-04-01 | Asphalt Shingles | ↓ | ↓ | | |
| 9 | | AS-04-02 | ↓ | ↓ | ↓ | | X |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | | | | | | | |

Released by: Justin Arnold Date: 3-22-22 Received By: Smc Date: 3/24/22



Missouri Department of dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

May 5, 2021

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

RE: Missouri Asbestos Occupation Certification Card

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

Missouri Certification Number: 7020041421MOIR13670

Course Training Date: April 14, 2021

Missouri Certification Approval Date: May 05, 2021

Missouri Certification Expiration Date: May 05, 2022

Note:

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

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

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

AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program



STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

LEAD OCCUPATION LICENSE REGISTRATION

Issued to:

Justin E. Arnold

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

Lead Risk Assessor
Category of License

Issuance Date: **6/11/2020**
Expiration Date: **6/11/2022**
License Number: **120611-300003622**



A handwritten signature in black ink, appearing to read "Randall W. Williams".

Randall W. Williams, MD, FACOG
Director
Department of Health and Senior Services

Lead Licensing Program, PO Box 570, Jefferson City, MO 65102