PROJECT MANUAL

Repair & Renovate Interior
Judiciary Library

Supreme Court of Missouri

Jefferson City, Missouri

Designed By: SFS Architecture Inc.
2100 Central Street, Suite 31
Kansas City, MO 64108

Date Issued: July 29, 2026

Project No.: O2604-01

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design and Construction

SECTION 00 0107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: (O2604-01)

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:

Architect
Design Professional Name: Dana Gould, AIA
State of Missouri License Number: A-2002005714
Missouri State Certificate of Authority: 000122

See drawings for sheet specifications provided by the following Design Professionals:

Mechanical, Electrical Design
Design Professional Name: Ben Hollon
State of Missouri License Number: PE-2022000238

Lighting Design
Design Professional Name: Kathi Vandel
State of Missouri License Number: E-2000147833

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

SECTION	TITLE	NUMBER OF PAGES
DIVISION 00 – PROCUREMENT AND CONTRACTING INFORMATION		
000000	**INTRODUCTORY INFORMATION**	
000101	Project Manual Cover	1
000107	Professional Seals and Certifications	1
000110	Table of Contents	2
000115	List of Drawings	1
001116	**INVITATION FOR BID (IFB)**	1
002113	**INSTRUCTIONS TO BIDDERS**	7

NOTICE TO BIDDERS

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

004000	**PROCUREMENT FORMS & SUPPLEMENTS**	
004113	Bid Form	*
004322	Unit Prices Form	*
004337	MBE/WBE/SDVE/HDVE Compliance Evaluation Form	*
004338	MBE/WBE/SDVE/HDVE Eligibility Determination Form for Joint Ventures	*
004339	MBE/WBE/SDVE/HDVE Good Faith Effort (GFE) Determination Forms	*
004340	SDVE Business Form	
004340.1	HDVE Business Form	*
004541	Affidavit of Work Authorization	*
004545	Anti-Discrimination Against Israel Act Certification form	*
005000	**CONTRACTING FORMS AND SUPPLEMENTS**	
005213	Construction Contract	3
006000	**PROJECT FORMS**	
006113	Performance and Payment Bond	2
006325	Product Substitution Request	2
006519.16	Final Receipt of Payment and Release Form	1
006519.18	MBE/WBE/SDVE/HDVE Progress Report	3
006519.21	Affidavit of Compliance with Prevailing Wage Law	1
007000	**CONDITIONS OF THE CONTRACT**	
007213	General Conditions	20
007300	Supplementary Conditions	1
007346	Wage Rate	4
DIVISION 01 - GENERAL REQUIREMENTS		
011000	Summary of Work	2
012100	Allowances	2
012200	Unit Prices	2
012300	Alternates	2
012600	Contract Modification Procedures	2
013100	Coordination	4
013115	Project Management Communications	4

013200	Schedule – Bar Chart	4
013300	Submittals	9
013513.10	Site Security and Health Requirements (OA)	6
013591	Period Treatment Procedures	5
015000	Construction Facilities and Temporary Controls	8
017400	Cleaning	3

TECHNICAL SPECIFICATIONS INDEX:

DIVISION 02 – EXISTING CONDITIONS

020342	Removal and Salvage of Period Construction Materials	3
024100	Demolition	3

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

060300	Conservation Treatment for Period Wood	5

DIVISION 08 - OPENINGS

088000	Glazing	3

DIVISION 09 - FINISHES

090320	Historic Treatment of Plaster	8
099123	Interior Painting	5
099300	Staining and Transparent Finishing	3

APPENDIX:

Appendix 1 - Hazardous Building Materials Survey	46
Appendix 2 - Paint Finishes Investigation Report	37

SECTION 00 0115 – 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:

	TITLE	SHEET #	DATE
1.	Cover	G001	07/29/26
2.	Sheet Index and Project Symbols	G002	07/29/26
3.	Site & Building Access Plans	G004	07/29/26
4.	Area of Work Plan	G005	07/29/26
5.	Demolition Floor and Ceiling Plans	AD111	07/29/26
6.	Floor Plans	A111	07/29/26
7.	Photo Details - Typical Conditions	A121	07/29/26
8.	Ceiling Plans	A131	07/29/26
9.	Finish Plans	A151	07/29/26
10.	Interior Elevations	A211	07/29/26
11.	Interior Elevations	A212	07/29/26
12.	Interior Elevations	A213	07/29/26
13.	Ceiling Details	A531	07/29/26
14.	Interior Details and Door Types	A601	07/29/26
15.	MEP Coversheet	MEP100	07/29/26
16.	MEP Specifications	MEP200	07/29/26
17.	MEP Specifications	MEP201	07/29/26
18.	Mechanical Floor Plans	M100	07/29/26
19.	Electrical Floor Plans	E100	07/29/26
20.	Electrical Floor Plans	E200	07/29/26
21.	Lighting General Notes and Schedules	E201	07/29/26

22.	Lighting Plans	E202	07/29/26
23.	Lighting Plans - ADD ALT #2	E203	07/29/26
24.	Lighting Plans	E204	07/29/26
25.	Lighting Details	E205	07/29/26

END OF SECTION 00 0115

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. Repair & Renovate Interior Judiciary Library
Supreme Court of Missouri
Jefferson City, Missouri
Project No.: O2604-01

3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, November 5, 2026

B. **Only electronic bids sent to FMDCBids@oa.mo.gov shall be accepted: (See Instructions to Bidders for further detail)**

4.0 DESCRIPTION:

A. Scope: The project includes repair and renovation to the interior of the Judiciary Library.

B. MBE/WBE/SDVE/HDVE Goals: MBE **0%**, WBE **0%**, and SDVE **3%** or HDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s)/HDVE(s)meeting the requirements of Section 34.069, RSMo, Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE/HDVE participation goals for this project.**

5.0 PRE-BID MEETING:

A. Place/Time**:** 10:30 AM, October 20, 2026, at Supreme Court of Missouri, 207 West High Street, Jefferson City, Missouri

B. Access to State of Missouri property requires presentation of a photo ID by all persons.

6.0 HOW TO GET PLANS & SPECIFICATIONS:

A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of **$100.00** from American Document Solutions (ADS). MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, https://www.adsplanroom.net. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.

B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**

C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

7.0 POINT OF CONTACT:

A. Project Manager: Sandra Walther, 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.

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project must adhere to requirements in Section 013513 – Site Security and Health Requirements as applicable per Agency.

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

2.0 - BID DOCUMENTS

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

B. For the convenience of contractors, subcontractors and suppliers, bidding documents are available on the Owner's website at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

3.0 - BIDDERS' OBLIGATIONS

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

B. Under no circumstances will Bidders give their plans and specifications to other Bidders. It is highly encouraged, but not required, that all Bidders be on the official planholders list to receive project updates including but not limited to any addenda that are issued during the bidding process.

4.0 - INTERPRETATIONS

A. No Bidder shall be entitled to rely on oral or written representations from any person as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction.

B. Bidders shall make all requests for interpretations in writing and submit all requests to the Project Manager identified in Section 007300 – Supplementary Conditions with all necessary supporting documentation no less than five (5) working days before opening of bids. Responses to requests for interpretation will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.

C. Bidders shall make all requests for an "Acceptable Substitution" on the Section 006325 Substitution Request Form. The request shall be emailed to the Project Manager identified in Section 007300 – Supplementary Conditions no less than five (5) working days before opening of bids. Responses to requests for substitutions will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.

D. An "Acceptable Substitution" requested after the award of bid will only be approved if proven to the satisfaction of the Owner and the Designer that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner and all requests of this nature must be submitted in accordance with Article 3.1 of the General Conditions.

5.0 - BIDS AND BIDDING PROCEDURE

A. Bidders shall submit all submission forms and accompanying documents listed in Section 004113 – Bid Form, Article 5.0, Attachments to Bid by the stated time on the bid documents or the bid will be rejected for being non-responsive.

B. Depending on the specific project requirements, **the following is a GENERIC list** of all possible bid forms that may be due with bid submittals. Bidders must verify each specific project's requirements in Section 004113 to ensure they have provided all the required documentation with their submission.

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

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

C. The Bidder shall submit its bid on the forms provided by the Owner in the same file format (PDF) with each space fully and properly completed, typewritten or legibly printed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner will reject bids that are not on the Owner's forms and that do not contain all requested information. All forms can be found on the Owner's website at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans and shall be submitted to FMDCBids@oa.mo.gov.

D. All bids shall be submitted without additional terms and conditions, modifications, or reservations. The completed forms shall not include interlineations, alterations, or erasures. Bids not in compliance with the requirements of this paragraph will be rejected as non-responsive.

E. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated in the bid documents in Section 004113. Failure of the Bidder to submit the duly authorized bid bond or the full amount required shall be sufficient cause to reject his bid. The Bidder agrees that the proceeds of the check, draft, or bond shall become the property of the State of Missouri, if for any reason the Bidder withdraws his bid after bid closing or if the Bidder, within ten (10) working days after notification of award, refuses or is unable to 1) execute the tendered contract, 2) provide an acceptable performance and payment bond, or 3) provide evidence of required insurance coverage.

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

6.0 - SIGNING OF BIDS

A. A bid shall contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form shall appear as shown in the Secretary of State's records. If the Bidder is an entity organized in a state other than Missouri, the Bidder must provide a Certificate of Authority to do business in the State of Missouri.

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

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

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

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

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

7.0 - RECEIVING BID SUBMITTALS

A. It is the Bidder's sole responsibility to ensure receipt of the bid submittals by Owner on or before the date and time specified in the Invitation for Bid or as modified via written addenda. Bids received after the date and time specified will not be considered by the Owner.

B. All bids shall be received via email at FMDCBids@oa.mo.gov. A bid submitted through any other means, including hard copies, will not be considered and will be discarded by the Owner unopened.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

B. Bidder may modify a bid until the scheduled closing time by sending a revised bid to FMDCBids@oa.mo.gov with a note in the subject line and body of the email that it is a revised bid. A revised bid sent via any other method will not be considered.

9.0 - AWARD OF CONTRACT

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

B. The Owner reserves the right to let other contracts in connection with the work including, but not limited to, contracts for the furnishing and installation of furniture, equipment, machinery, appliances and other apparatuses.

C. The Owner will award a contract to the lowest, responsive, and responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.

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

E. No award shall be considered binding upon the Owner until the written contract has been properly executed and the following documentation has been provided: 1) performance and payment bond consistent with Article 6.1 of the General Conditions; 2) proof of the required insurance coverage; 3) an executed Section 004541 - Affidavit of Work Authorization form; and 4) documentation evidence enrollment and participation in a federal work authorization program.

F. Failure to execute and return the contract and associated documents within the prescribed period shall be treated, at the option of the Owner, as a breach of Bidder's obligation and the Owner shall be under no further obligation to Bidder.

G. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the

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

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

I. The successful Bidder must be registered in MissouriBUYS powered by MOVERS at https://missouribuys.mo.gov/supplier-registration# as an approved vendor prior to being issued a contract.

10.0 - CONTRACT SECURITY

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

11.0 - WORKING DAYS

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

1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

12.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

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

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

13.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

14.0 - MBE/WBE/SDVE/HDVE INSTRUCTIONS

A. Definitions:

1. **"MBE"** means a Minority Business Enterprise.

2. **"MINORITY"** has the same meaning as set forth in 1 CSR. 10-17.010.

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

4. **"WBE"** means a Women's Business Enterprise.

5. **"WOMEN'S BUSINESS ENTERPRISE"** has the same meaning as set forth in section 37.020, RSMo.

6. **"SDVE"** means a Service-Disabled Veterans Enterprise.

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

8. **"SERVICE-DISABLED VETERAN ENTERPRISE"** has the same meaning as "Service-Disabled Veteran Business" set forth in section 34.074, RSMo.

9. **"HDVE" means an Honorably Discharged Veteran Enterprise**

10. **"Honorably Discharged Veteran" has the same meaning as set forth in section 34.069, RSMo.**

11. **"Honorably Discharged Veteran Enterprise"** has the same meaning as "Honorably Discharged Veteran Business" set forth in section 34.069, RSMo.

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

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

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

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

4. Pursuant to section 34.069, RSMo and section 34.074, RSMo, a Prime Bidder that qualifies as an SDVE or HDVE shall receive a three-percentage point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE or HDVE by three percent of the apparent low responsive Bidder's bid. Based on this calculation, if the eligible SDVE's or HDVE's evaluation is less than the apparent low responsive Bidder's bid, the eligible SDVE's or HDVE's bid will become the apparent low responsive bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE or HDVE preference, the Bidder must complete and submit with its bid the Missouri Service-Disabled Veteran Business Form or the Missouri Honorably Discharged Veterans Business Form, and any information required by the form.

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

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

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

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

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

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

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

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

D. Certification of MBE/WBE/SDVE/HDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE/HDVE must be certified by the State of Missouri, Office of Equal Opportunity or by the Federal U.S. Small Business Administration directory.

2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory https://apps1.mo.gov/MWBCertifiedFirms/. The Bidder may determine the eligibility of a SDVE/HDVE subcontractor or supplier by referring to the Office of Equal Opportunity online SDVE/HDVE directory at https://oeo.mo.gov/sdve-certification-program/ or the Federal U.S. Small Business Administration directory https://veterans.certify.sba.gov/#search.

3. Additional information, clarifications, or other information regarding the MBE/WBE/SDVE/HDVE listings in the directories may be obtained by contacting the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

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

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

2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE, SDVE or HDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:

   a. The amount of actual participation obtained;

b. How and when the Bidder contacted potential MBE, WBE, SDVE, or HDVE subcontractors and suppliers;

c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE/HDVE firms contacted for specific categories of work;

d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE/HDVE subcontractors;

e. Whether the Bidder made any attempts to follow-up with MBE, WBE, SDVE or HDVE firms prior to bid;

f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;

g. The Bidder's stated reasons for rejecting any bids;

F. Contractor MBE/WBE/SDVE/HDVE Obligations

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

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:

   a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or

   b. Declaring the Contractor be nonresponsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.

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

4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE/HDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, SDVE or HDVE during the preceding month and the cumulative total of work completed by each MBE, WBE, SDVE or HDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, SDVE or HDVE during the entire contract.

THIS PAGE INTENTIONALLY LEFT BLANK

State of Missouri
Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

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

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name: **Repair & Renovate Interior Judiciary Library**
Supreme Court of Missouri
Jefferson City, Missouri

Project Number: **O2604-01**

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 **110 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 $1,000** 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.

SAMPLE

ARTICLE 4. CONTRACT SUM

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

Base Bid: $

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

TOTAL CONTRACT AMOUNT: ($CONTRACT AMOUNT)

UNIT PRICES: The Owner accepts the following Unit Prices:

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

ARTICLE 5. PREVAILING WAGE RATE

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

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

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

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

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

MBE/WBE/SDVE/HDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE/HDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE/HDVE Firm: Subcontract Amt:$
Total $

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

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

SAMPLE

ARTICLE 7. CONTRACT DOCUMENTS

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

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

ARTICLE 8 – CERTIFICATION

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

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

APPROVED:

_____
Crystal Wessing, Interim 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

SAMPLE

THIS PAGE INTENTIONALLY LEFT BLANK

Bond No._____

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____as Surety, are held and firmly bound unto the

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

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

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

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

_____

_____

_____

(Insert Project Title and Number)

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

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

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

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

_____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

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

PRODUCT SUBSTITUTION REQUEST

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

☐ Sample ☐ Sample will be sent, if requested

QUALITY COMPARISON

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

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER	
LOCATION		DATE INSTALLED

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

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

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

FINAL RECEIPT OF PAYMENT AND RELEASE

PROJECT NUMBER

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents

THIS PAGE INTENTIONALLY LEFT BLANK

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

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL ☐**FINAL**	DATE

MBE/WBE/SDVE/HDVE PROGRESS REPORT

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

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/HDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: **$**

SELECT MBE, WBE, SDVE,HDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	

☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	

Revised 06/2023

INSTRUCTIONS FOR MBE/WBE/SDVE/HDVE PROGRESS REPORT

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

The MBE/WBE/SDVE/HDVE 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, SDVE, or HDVE 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, SDVE, or HDVE for each Consultant/Subconsultant or Contractor/Subcontractor/Supplier
8. Enter the "Total Amount of Subcontract", "$ Amount (Paid-To-Date)", and Company Name.

THIS PAGE INTENTIONALLY LEFT BLANK

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

PROJECT NUMBER

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

State of _____ personally came and appeared _____
(NAME)

_____ of the _____
(POSITION) (NAME OF THE COMPANY)

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

Located at _____ in _____ County
(NAME OF THE INSTITUTION)

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

SIGNATURE

NOTARY INFORMATION

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

FILE: Closeout Documents

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL CONDITIONS

INDEX

ARTICLE:

1. General Provisions

1.1. Definitions

1.2. Drawings and Specifications

1.3. Compliance with Laws, Permits, Regulations and Inspections

1.4. Nondiscrimination in Employment

1.5. Anti-Kickback

1.6. Patents and Royalties

1.7. Preference for American and Missouri Products and Services

1.8. Communications

1.9. Separate Contracts and Cooperation

1.10. Assignment of Contract

1.11. Indemnification

1.12. Disputes and Disagreements

2. Owner/Designer Responsibilities

3. Contractor Responsibilities

3.1. Acceptable Substitutions

3.2. Submittals

3.3. As-Built Drawings

3.4. Guaranty and Warranties

3.5. Operation and Maintenance Manuals

3.6. Other Contractor Responsibilities

3.7. Subcontracts

4. Changes in the Work

4.1. Changes in the Work

4.2. Changes in Completion Time

5. Construction and Completion

5.1. Construction Commencement

5.2. Project Construction

5.3. Project Completion

5.4. Payments

6. Bond and Insurance

6.1. Bond

6.2. Insurance

7. Termination or Suspension of Contract

7.1. For Site Conditions

7.2. For Cause

7.3. For Convenience

SECTION 007213 - GENERAL CONDITIONS

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

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

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

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose

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

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.

B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary state.

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

ARTICLE 1.8 - COMMUNICATIONS

A. All notices, requests, instructions, approvals, and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.

B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner’s Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner’s Representative at no additional cost to the Owner.

C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.

D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.

E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.

F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but

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

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

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

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

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

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

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

F. The Owner shall have the right to direct the Contractor to uncover any completed work.

1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.

2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet

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

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

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

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

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

E. When a material has been approved, no change in brand or make will be permitted unless:

1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or

2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

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

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

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

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

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

D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of

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

1. It is in the best interest of the Owner
2. It does not increase the contract sum and/or completion time
3. It does not deviate from the design intent
4. It is without prejudice to any and all rights under the surety bond.

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

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

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

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

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

3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name 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 ensure completion thereof within the time specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3.7 -- SUBCONTRACTS

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

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

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

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

2. The percentages for overhead and profit charged on Contract Changes shall be subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor's fee: (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or sub-subcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor's mark-up for

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

3. The Contractor will be allowed to add the cost of Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed bonding and insurance cost shall not exceed two percent (2%) and shall be allowed on the total cost of the added work, including overhead and profit.

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

5. The percentage(s) for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be the same as those for additive Contract Changes provided above.

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

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

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

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

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

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

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

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

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

2. Labor strikes or acts of God occur, OR

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

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

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

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

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

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 – Schedules.

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

ARTICLE 5.3 -- PROJECT COMPLETION

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

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

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

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

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

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

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

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

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

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

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

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

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.

2. Delivery is made in accordance with the time frame on the approved schedule.

3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.

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

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

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.

2. Materials stored in one location off site are valued in excess of $25,000.

3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.

4. The materials are stored in a facility approved and inspected, by the Construction Representative.

5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.

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

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

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

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

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

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

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

H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be

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

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

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

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

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

   c) Certified copies of all payrolls

   d) As-built drawings

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

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

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

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

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

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

ARTICLE 6.2 – INSURANCE

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

B. Minimum Scope and Extent of Coverage

1. General Liability

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

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

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

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

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

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

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

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

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

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

ARTICLE 7.3 -- FOR CONVENIENCE

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

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

B. Upon receipt of notification, the Contractor shall:

1. Cease operations when directed.

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

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

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

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

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

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

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Project Manager: Sandra Walther
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, MO 65101
Telephone: 573-257-7322
Email: sandra.walther@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 6 complete sets of drawings and specifications at no charge.

B. The Owner will furnish the Contractor with approximately 6 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.

THIS PAGE INTENTIONALLY LEFT BLANK

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 33

Section 026
COLE COUNTY

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

Original Signed by
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2026**

Last Date Objections May Be Filed: **April 9, 2026**

Prepared by Missouri Department of Labor and Industrial Relations

COLE COUNTY

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

*** The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.**
****The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.**

COLE COUNTY

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

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

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

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

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

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

OVERTIME
and
HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

SECTION 01 1000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of the repair and renovation to the interior of the Missouri Supreme Court Judiciary Library.

1. Project Location: Judiciary Library, Missouri Supreme Court Building, 207 West Hight Street, Jefferson City, MO 65101.

2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.

B. Contract Documents, dated June 29, 2026, were prepared for the Project by SFS Architecture, 2100 Central Street, Suite 31, Kansas City, MO 64108

C. The Work consists of repair and renovation to the interior of the Judiciary Library.

1. The Work includes plaster and woodwork restoration, interior painting and staining, replacing damaged portion of the mezzanine glass floor panels, laylight glass replacement and lighting improvements.

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 limited use of the premises for construction operations, including use of the designated areas 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.

1.6 OWNER-FURNISHED PRODUCTS

A. The Owner will furnish lighting fixtures LC1 (cove lighting) and LP1 (laylight lighting). The Work includes providing support systems to receive Owner's equipment, and mechanical and electrical connections.

1. The Owner will arrange for and deliver necessary shop drawings, product data, and samples to the Contractor.
2. The Owner will arrange and pay for delivery of Owner-furnished items according to the contractor's Construction Schedule.
3. The Contractor is responsible for receiving, unloading and handling Owner furnished items at the site.
4. Following delivery, the Contractor will inspect items delivered for damage. The Contractor shall not accept damaged items and shall notify the Owner of rejection of damaged items.
5. If Owner-furnished items are damaged, defective, or missing, the Owner will arrange for replacement.
6. The Owner will arrange for manufacturer's field services and for the delivery of manufacturer's warranties to the appropriate Contractor.
7. The Contractor shall designate delivery dates of Owner-furnished items in the Contractor's Construction Schedule.
8. The Contractor shall review shop drawings, product data and samples and return them to the Designer noting discrepancies or problems anticipated in use of the project.
9. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of his operations.

1.7 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF PRODUCTS ORDERED IN ADVANCE

END OF SECTION 01 1000

SECTION 01 2100 – 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. Facility interruption allowances.

C. Related Sections include the following:

1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
2. Division 1 Section "Unit Prices" for procedures for using unit prices.

1.3 FACILITY INTERRUPTION ALLOWANCE

A. Included within the completion period for this project are a specified number of “Facility Interruption” days (see Schedule of Allowances).

B. The Contractor’s progress schedule shall clearly indicate the facility interruption day allowance as an “activity” or “activities”. In the event facility interruptions 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 facility interruption 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 “facility interruption” 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 “facility interruption” 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 “facility interruption” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “facility interruption” 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 “facility interruption” day allowance.

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

1.4 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.

1.5 COORDINATION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

A. Facility Interruption: Included within the completion period for this Project, eight “facility interruption” days.

END OF SECTION 01 2100

SECTION 01 2200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Quantities of Units to be included in the Base Bid are indicated in Section 00 4322 – Unit Prices.

1.2 SUMMARY

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

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedures for using Unit Prices to adjust quantity allowances.
2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

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

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

D. List of Unit Prices: A list of Unit Prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each Unit Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1 – Plaster Crack Repair:

1. Description: Plaster Crack Repairs according to Division 09 0320 Section "Historic Treatment of Plaster."

2. Unit of Measurement: linear foot

3. Base Bid Quantity: 168 linear feet

$ _____ per linear foot

B. Unit Price No. 2 – Plaster Patch Repair:

1. Description: Plaster Replacement according to Division 09 0320 Section "Historic Treatment of Plaster."

2. Unit of Measurement: square foot

3. Base Bid Quantity: 6,830 square feet

C. $ _____ per square foot

END OF SECTION 01 2200

SECTION 01 2300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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

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

1.4 PROCEDURES

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

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

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

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: *STRIP, REPAIR AND RESTAIN LAYLIGHT SASH IN LIEU OF REPAIR AND FAUX PAINT.*

B. Alternate No. 2: *INSTALL UPPER STACK LIGHTING AT MEZZANINE BOOKSHELVES.*

C. Alternate No. 3: *REPLACE BROKEN, POOR FITTING AND NON-MATCHING FROSTED REPLACEMENT SECTIONS OF GLASS FLOORING WITH NEW GLASS WHICH MATCHES THE ORIGINAL SAND TEXTURE WITH SLIGHT WAVE TEXTURE.*

D. Alternate No. *4: REPLACE MISSING OR DAMAGED PORTIONS OF MARBLE BASE AT EAST AND WEST END WALL COLUMNS WITH AVAILABLE ATTIC STOCK.*

END OF SECTION 01 2300

SECTION 01 2600 – 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 01 2100 "Allowances" for procedural requirements for handling and processing Allowances.
2. Division 1, Section 01 2200 "Unit Prices" for administrative requirements for using Unit Prices.
3. Division 1, Section 01 3115 “Project Management Communications” for administrative requirements for communications.
4. Division 0, Section 00 7213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
5. Division 0, Section 00 7213, 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 Contactor 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 01 2600

SECTION 01 3100 – 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 - Bar Chart" for preparing and submitting Contractor's Construction Schedule.
2. Articles 1.8.B and 1.8.C of Section 007213 "General Conditions" for coordinating meetings onsite.
3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.3 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 00 7213 "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 01 3100

SECTION 01 3115 - 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 01 3300 - Submittals

C. Division 1, Section 01 2600 – Contract Modification Procedures

1.2 SUMMARY

A. Project Management Communications: The Contractor shall use the Internet web-based project management communications tool, Trimble Unity Construct® (Formerly eBuilder) ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
   1. Project management communications is available through Trimble Unity Construct® (Formerly eBuilder) as provided by "Trimble Unity Construct®" in the form and manner required by the Owner.
   2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited

B. Support: Trimble Unity Construct® (Formerly eBuilder) will provide on-going support through on-line help files.

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

D. Purpose: The intent of using Trimble Unity Construct®(Formerly eBuilder) is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files

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

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

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

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using Trimble Unity Construct® (Formerly eBuilder) to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
   a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
   b. The system shall make it easy to identify revised or superseded documents and their predecessors.
   c. Server or Client-side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
2. Document Security:
   a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!
3. Document Integration:
   a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
4. Reporting:
   a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
5. Notifications and Distribution:

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

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

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

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 01 3115

[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 <u>not be sufficient</u> for many tasks and may not be able to process all documents and files stored in the Trimble Unity Construct® (Formerly eBuilder) Documents area.

SECTION 01 3200 – 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 01 2100 – 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 01 3300 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 01 3200

SECTION 01 3300 – 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 01 3115 "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
01 3200	Schedules	Construction Schedule
01 3200	Schedules	Schedule of Values
01 3200	Schedules	List of Subcontractors
01 3200	Schedules	Major Material Suppliers
01 3513.10	Materials Safety Data Sheets for all hazardous materials to be brought onsite.	Product Data
01 3513.10	Schedule of proposed shutdowns, if applicable.	Construction Schedule
01 3513.10	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	Certification
01 3591	Phase Programs: Submit program, in writing, for each phase of period treatment procedures, indicating: a. Protection of surrounding materials. b. Materials, methods, and equipment to be used.	
01 3591	Restoration specialist's qualification statement.	Qualifications
01 3591	Project supervisor's qualification statement.	Qualifications
01 3591	Project Record Documents: 1. Record of conditions encountered before, during, and after completion of work. 2. Types and locations of identification and labels of new or replacement materials and features.	As-Builts / Record Documents

01 5000	Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.	Test Report
01 5000	Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.	Construction Schedule
02 0342	Work Plan: Detailed, proposed instructions for each type of operation of procedures for accomplishment of deconstruction work, including detailed description of the methods an equipment to be used and sequence of operations. Include the following: 1. Extent of deconstruction, removal sequences, temporary and permanent bracing and shoring, and location and construction of barricades and fences. 2. Instructions for removal and disposition of period materials specified to be salvaged or recycled. 3. Dust control measures. 4. Protection of property to remain undisturbed. 5. Ensure coordination with other work. 6. Plan for sequencing and timely disconnection and reconnection of utility services.	Shop Drawings
02 4100	Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.	As-Builts / Record Documents
06 0300	Product Data: Provide data on cleaning compounds and cleaning solutions.	Product Data
06 0300	Samples: Submit four samples of replacement units to show matching color, texture, and finish.	Sample
06 0300	Manufacturer's Instructions: For cleaning materials, indicate special procedures and conditions requiring special attention.	Maintenance Data
06 0300	Conservation treatment quality control plan.	Maintenance Data
06 0300	Restorer's qualification statement, including individual resumes of experienced carpenters indicating required years of documented experience.	Qualifications
08 8000	Product Data on Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.	Product Data

08 8000	Samples: Submit two samples 12 by 12 inch (minimum) in size of glass units, showing design.	Sample
08 8000	Manufacturer's qualification statement.	Qualifications
09 0320	Product Data: For each type of product, include recommendations for product application and use.	Product Data
09 0320	Qualification Data: For qualified historic treatment specialist. Include individual resumes of experienced plasterers indicating required years of documented experience.	Qualifications
09 0320	Plasterwork Historic Treatment Program: Submit before work begins.	Maintenance Data
09 9123	Product Data: Provide complete list of products to be used, with the following information for each: 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel"). 2. MPI product number (e.g., MPI #47). 3. Cross-reference to specified paint system products to be used in project; include description of each system. 4. Manufacturer's installation instructions.	Product Data
09 9123	Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified. 1. Where sheen is specified, submit samples in only that sheen.	Sample
09 9123	Manufacturer's Instructions: Indicate special surface preparation procedures.	Operation / Maintenance Manual
09 9123	Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.	Maintenance Data

09 9123	Maintenance Materials: Furnish the following for Owner's use in maintenance of project. Provide materials that are compatible with one another and the sub-strates indicated under conditions of service and application, as demonstrated by manufac-turer based on testing and field experience. Supply each paint material in quantity required to complete entire project's work from a single production run. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufac-turer's product instructions.	Maintenance Data
09 9123	Flammability: Comply with applicable code for surface burning characteristics.	Product Data
09 9123	Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.	Product Data
09 9123	Colors: As indicated on Drawings and in the Paint Finishes Investigation report .	Product Data
09 9300	Product Data: Provide complete list of products to be used, with the following information for each: 1. Manufacturer's name, product name and catalog number, and general product cate-gory. 2. MPI product number (e.g. MPI #33). 3. Manufacturer's installation instructions.	Product Data
09 9300	Samples: Two samples on actual wood sub-strate to be finished, 12 by 12 inch in size, in-dicating selected colors and sheens for each system, with specified coats cascaded.	Sample
09 9300	Manufacturer's Instructions: Indicate special surface preparation procedures.	Product Data
09 9300	Applicator's Qualification Statement.	Qualifications
09 9300	Maintenance Data: Submit data including fin-ish schedule showing where each product, col-or, and finish was used, product technical data sheets, safety data sheets (SDS), care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.	Maintenance Data

09 9300	Maintenance Materials: Furnish the following for Owner's use in maintenance of project. Extra Stock Materials: Stain and transparent finish materials, 1 gal (4 L) of each color and type; store where directed. Label each container with color and type in addition to the manufacturer's label.	Maintenance Data

END OF SECTION 01 3300

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01 3513.10 - SITE SECURITY AND HEALTH REQUIREMENTS (OA)

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 general Institution rules.

B. This Section includes requirements for environments that employees are domiciled in, or public participation in program activities in or adjacent to the Scope of Work area:

1. The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied project work areas.
2. The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures – even for areas that the employees or public do not occupy during construction.

1.3 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 badges.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

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

1. Onsite burning is prohibited.
2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

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

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

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

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

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

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

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

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to FMDCContractorScreenings@oa.mo.gov a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Authorization For Release Of Information Confidentiality Oath and State Identification Badge Agreement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: https://oa.mo.gov/fmdc-contractor-id-badges.
3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
7. The Contractor shall notify FMDC via email to FMDCContractorScreenings@oa.mo.gov if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs.

However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.

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

3.4 DISRUPTION OF UTILITIES

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

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

3.5 PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

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

biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. “Rendered Harmless” shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

B. SAFETY OF PERSONS AND PROPERTY

1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:

   a. clients, staff, the public, construction personnel, and other persons who may be affected thereby;
   b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
   c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

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

END OF SECTION 01 3513.10

SECTION 01 3591
PERIOD TREATMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Construction procedures appropriate for working with historic sites and structures.

B. Special procedures required for items and features of historical significance and value requiring special treatment.

1.02 RELATED REQUIREMENTS

A. Section 02 0342 - Removal and Salvage of Period Construction Materials.

B. Section 02 4100 - Demolition: Selective demolition of nonhistoric elements.

1.03 DEFINITIONS

A. Consolidate: Strengthen loose or deteriorated materials in situ.

B. Dismantle: Disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, to protect nearby historic surfaces, and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.

C. Existing to Remain: Existing items that are not to be removed or dismantled. Protect materials as indicated.

D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance subject to preservation, rehabilitation, and restoration procedures defined in NPS (THP). Designation “HF” and words such as “historic,” “historic fabric,” “historic materials,” “historic building materials,” 'historic character,' or words of similar meaning indicate that the material or feature is considered to have aspects that require period treatment procedures.

E. In-Kind: Matching existing in physical and visual aspects including, but not limited to, material, form, color, texture, and workmanship.

F. Matching: Blending with adjacent construction and showing no apparent difference in material type, form, detail, color, texture, finish, or other visible and readily discernible characteristics, as determined and approved by Architect.

G. Preserve: Apply measures to sustain existing form, integrity, and materials of a historic property; may include preliminary measures to protect and stabilize the property.

H. Protect: Take precautions to keep historic materials of the building from damage or injury.

I. Reconstruct: Remove existing item, refurbish existing or replicate damaged or missing components as indicated or directed, and reinstall in original position.

J. Refinish: Remove existing finishes from base material and apply new finish to match original or as otherwise indicated.

K. Remove: Detach or dismantle items from existing construction and dispose of them off-site, unless items are indicated to be salvaged or reinstalled.

L. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall in original location or in other location where indicated.

M. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label, and deliver salvaged items to Owner in ready-for-reuse condition.

N. Repair: Correct damage and defects, retaining existing materials, features, and finishes and employing as few new materials as possible. Includes patching, piecing-in, splicing, consolidating, or reinforcing or upgrading materials with appropriate and approved materials and methods.

O. Replace: Remove, duplicate, and reinstall entire item with new material. Use original item as the pattern unless noted otherwise.

P. Replicate or Reproduce: Fabricate a new item in exact detail, materials, and finish as the original, unless otherwise indicated; referred to as replicas or reproductions.

Q. Restore: Return to original condition; return to the condition extant during the period of interpretation.

R. Retain: Existing to remain; keep existing items that are not to be removed or dismantled.

S. Reversible: New construction work, treatment, or processes that can be removed or undone in the future without damaging historic materials.

T. Stabilize: Provide reinforcement of unsafe or deteriorated items and maintain the present, essential form; reestablish weather-resistant enclosure.

U. Strip: Remove existing finish down to base material, unless otherwise indicated.

1.04 REFERENCE STANDARDS

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

C. NPS (THP) - The Secretary of The Interior’s Standards For the Treatment of Historic Properties with Guidelines For Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

1.05 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by affected installers.

1.06 SUBMITTALS

A. See Section 01 3300 - Sumbittals for submittal procedures.

B. Quality Control Submittals:
   1. Phase Programs: Submit program, in writing, for each phase of period treatment procedures, indicating:
      a. Protection of surrounding materials.
      b. Materials, methods, and equipment to be used.
   2. Substitutions: See Section 00 7213 - Article 301 - Acceptable Substitutions.

C. Restoration specialist's qualification statement.

D. Project supervisor's qualification statement.

E. Project Record Documents:
   1. Record of conditions encountered before, during, and after completion of work.
   2. Types and locations of identification and labels of new or replacement materials and features.

1.07 QUALITY ASSURANCE

A. Restoration Specialist Qualifications: Company specializing in restoration work, with at least five years of documented experience in comparable projects, and employing personnel skilled in the procedures and operations required by project scope of work.

B. Project Supervisor: Master craftsperson with at least five years of documented experience in leading work similar in size and scope to this project.

C. Craftspersons: Perform specific cleaning, repairing, and refinishing tasks; have demonstrated applicable successful experience in past historical preservation and restoration projects.

1.08 MOCK-UPS

A. See Section 01 5000 - Construction Facilities and Temporary Controls for additional requirements.

B. Arrange for one or more demonstration mock-ups, size as directed in related technical period treatment sections, using proposed repairing and refinishing materials and methods.
   1. Refer to related technical period treatment sections for additional mock-up requirements.
   2. Proceed with mock-up work only after initial approval of proposed materials and methods by Architect.
      a. Maintain the mock-up in its approved condition until final acceptance of the completed work.

C. Locate where directed.

D. Mock-ups may remain as part of the work.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Storage and Protection:
   1. Use and reuse materials original to the existing structure wherever practical. Store removed materials under cover, inside, and protect from damage.
   2. Label specific pieces or items to be removed. Label consistently and inconspicuously indicating original location, and document original position.
   3. Protect materials during storage and construction from rain, snow, or groundwater and from soiling with earth or other materials.
      a. Store cementitious materials off ground, under cover, and in a dry location. Protect liquid components from freezing.
      b. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
   4. Store restoration and cleaning chemicals off-site or in metal cabinets on-site. Do not leave cans open or out of the cabinet overnight. Do not store in unlabeled containers.

1.10 FIELD CONDITIONS

A. Smoking and use of tobacco products by personnel performing work on or about designated period treatment areas is not allowed.

B. Protection of Existing Elements: In accordance with manufacturer's recommendations for use of proposed products and procedures and compatibility with adjacent historic building materials and components.

PART 2 - PRODUCTS

2.01 PROTECTION PRODUCTS

A. Temporary Interior Enclosures: See Section 01 5000 - Construction Facilities and Temporary Controls.

B. Adhesive Walk-Off, Tacky Mats: Mats with multiple layers of disposable, adhesive-coated sheets.
   1. Sheet Material: Polyethylene film.
   2. Adhesive: Acrylic.
   3. Applications: Indoor/Outdoor.
   4. Nominal Mat Size: Contractor's option, to provide adequate dirt trapping.

2.02 CLEANING MATERIALS

A. General: Do not use incompatible materials that may contribute to damage of the element being cleaned.

B. Use products specifically intended by the manufacturer for cleaning historic materials or elements.

2.03 REPAIR MATERIALS

A. General: Do not use incompatible materials contributing to damage of repaired elements.

B. Matching: Unless otherwise required, use new materials that match historic materials in type, design, dimension, texture, detailing, and external appearance.

2.04 REFINISHING MATERIALS

A. General: Do not use incompatible materials that may contribute to damage of the element being refinished.

B. Matching: Unless otherwise required, use new materials that match historic materials in type, design, texture, detailing, and external appearance.

PART 3 - EXECUTION

3.01 PREPARATION

A. Dismantling: Follow the reverse order of original construction to the extent practicable.

3.02 PERIOD TREATMENT SPECIAL PROCEDURES

A. Comply with NFPA 241 including, but not limited to, applicable recommendations in Annex A.

B. Period Treatment Work: Intended to halt deterioration and stabilize the condition of building elements. Repair is necessary where preservation is not sufficient to ensure mid- to long-term survival. Select repair means and methods based on minimal disturbance of existing materials, systems, and assemblies.

C. Selective removal and salvage of identified historic items and materials and removal of rubbish and debris.
   1. Perform work in accordance with requirements of Section 02 0342.
   2. Historic items and materials are indicated on drawings.

D. Review proposed procedures for each type of element with Architect. Obtain approval from Architect before commencing work.

E. Salvage as much existing material of each element as practicable; repair, consolidate, and restore rather than renew.

F. Repair rather than replace architectural features wherever possible. Repair or replace missing features with accurate duplications.

G. Use reversible processes wherever possible.

H. Use methods that do not significantly change the aesthetic effect of existing elements.

I. Document condition of items being worked on before, during, and after work is completed.

J. Provide Owner's written approval of changes, additions, or removal of historic structural fabric or historic property.

K. Notify Owner of visible changes in the integrity of material or components, e.g., environmental, such as biological attack, ultraviolet degradation, freeze-thaw, or structural defects such as cracks, movement, or distortion.

L. Protect existing materials and substrates from damage.

M. Protect existing elements and features removed, cleaned, and reused from material damage.
   1. Label salvaged items and features and store at project site, in designated location; protect from damage.
   2. Permanently label new or replacement materials and features in an unobtrusive manner. Record type of identification and location of labels.

N. Interior Work Procedures: Protect parts of the facility not being cleaned or repaired from effects of this work.
   1. Provide enclosures to protect against spread of dust, debris, and water at or beyond the work area.
   2. Mask or cover adjacent surfaces and permanent equipment. Secure coverings; do not use adhesive type tape or nails. Do not use impervious sheeting.

3.03 ATTACHMENTS

A. Paint Analysis Report: Report titled Supreme Court of Missouri Library, dated June 10, 2019, prepared by Architectural Arts Conservation. Report documents the nature of certain existing finishes at a particular time in the building's history. The report includes:
   1. Analysis identifying colors of specific paint layers.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01 5000 – 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. Temporary heat
4. Ventilation
5. Telephone service
6. Sanitary facilities, including drinking water

C. Support facilities include, but are not limited to, the following:

1. Storage facilities
2. Material Hoists
3. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, to following:

1. Temporary fire protection
2. Barricades, warning signs, and lights
3. Environmental protection

1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:

1. Building code requirements
2. Health and safety regulations

3. Utility company regulations

4. Police, fire department, and rescue squad rules

5. Environmental protection regulations

B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”. ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities”.

1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 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. Lumber and Plywood: Comply with requirements in Division 6 Section “Conservation Treatment for Period Wood"

1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.

2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.

3. For fences and vision barriers, provide minimum 3/9” (9.5mm) thick exterior plywood.

4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.

C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.

D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.

E. Paint: Comply with requirements of Division 9 Section "Interior Painting".

1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.

2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.

3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.

F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

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

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

2.2 EQUIPMENT

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

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

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

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

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

H. 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.

I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

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

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

3.2 TEMPORARY UTILITY INSTALLATION

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

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

C. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.

1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

D. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.

E. Temporary Telephones: Contractor will provide own telephone communications throughout construction period for all supervisory personnel engaged in construction activities. Phone numbers will be provided to owner's Construction Manager and Architect.

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

1. Shield toilets to ensure privacy.

2. Provide separate facilities for male and female personnel.

3. Provide toilet tissue materials for each facility.

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

1. Provide paper towels or similar disposable materials for each facility.

2. Provide covered waste containers for used material.

3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

H. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Storage Facilities: Limited areas for storage of building materials are available onsite. Available storage areas are shown on the drawings. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.

C. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.

1. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.

2. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.

3. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.

4. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.

D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.

E. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.

2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.

3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.

4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

G. Temporary Lifts and Hoists: Provide facilities for hoisting materials. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities. Material hoisting requirements:

1. Use free-standing, floor supported hoisting equipment designed for the specific hoisting condition

2. Do not use decorative elements, stair railings, balusters for hoisting/equipment support.

3. Protect flooring and adjacent finishes.

4. Coordinate hoisting and equipment erection times with building staff to avoid conflicts with building operations.

H. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative. Provide protection to elevator cab interior, door, jambs and adjacent surfaces.

I. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons

seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.

2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

J. 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.

K. Stairs: Cover finished, permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.

2. Store combustible materials in containers in fire-safe locations.

3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.

4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel on use of facilities.

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

E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

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

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

3.5 OPERATION, TERMINATION AND REMOVAL

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

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

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

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

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

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

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances as required by the governing authority.

3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:

a. Replace air filters and clean inside of ductwork and housing.

b. Replace significantly worn parts and parts subject to unusual operating conditions.

c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 01 5000

SECTION 01 7400 – 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. At least **once** each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, inspect all arrangements of materials stored on the site. Re-stack, tidy, or otherwise service all material arrangements.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

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

3.2 FINAL CLEANING

A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site.
5. Remove snow and ice to provide safe access to the building.
6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
8. Broom clean concrete floors in unoccupied spaces.
9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
11. Remove labels that are not permanent labels.
12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
16. Clean ducts, blowers, and coils if units were operated without filters during construction
17. Clean, food-service equipment to a sanitary condition, ready and acceptable for its intended use.
18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
19. Leave the Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.

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

E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

END OF SECTION 01 7400

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 02 0342
REMOVAL AND SALVAGE OF PERIOD CONSTRUCTION MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Work includes deconstruction and salvage of identified historic items and materials and removal of rubbish and debris.

B. Specified procedures required for preservation and restoration treatment areas.

C. Historic items and materials are indicated on drawings.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 Summary of Work: Contract descriptions, description of nonhistoric preservation alterations work, work by others, future work, occupancy conditions, use of site and premises, work sequence.

B. Section 01 3591 - Period Treatmet Procedures: Procedures for general historic preservation project requirements.

C. Section 02 4100 - Demolition: Selective demolition of nonhistoric building elements for alteration purposes.

1.03 DEFINITIONS

A. Debris: Nonhistoric building materials and contents destroyed during demolition.

B. Deconstruction: Systematic dismantling and removal of a structure or its parts and salvage of elements and components for reuse, recycling, and retaining maximum value.

1.04 REFERENCE STANDARDS

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

C. ASTM E336 - Standard Test Method for Measurement of Airborne Sound Attenuation Between Rooms in Buildings; 2025a.

D. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

A. See Section 01 3300 - Submittals: for submittal procedures.

B. Work Plan: Detailed, proposed instructions for each type of operation of procedures for accomplishment of deconstruction work, including detailed description of the methods and equipment to be used and sequence of operations. Include the following:
   1. Extent of deconstruction, removal sequences, temporary and permanent bracing and shoring, and location and construction of barricades and fences.
   2. Instructions for removal and disposition of period materials specified to be salvaged or recycled.
   3. Dust control measures.
   4. Protection of property to remain undisturbed.
   5. Ensure coordination with other work.
   6. Plan for sequencing and timely disconnection and reconnection of utility services.

1.06 QUALITY ASSURANCE

A. Deconstruction Crew Qualifications: Workers trained and experienced in removal and salvage of historic materials.

1.07 FIELD CONDITIONS

A. Comply with applicable requirements of NFPA 241.

B. Dust Control: Control dust resulting from removal, salvage, and demolition operations from spreading to occupied portions of the project and creating a nuisance in surrounding area. Use of water to control dust is not permitted when it will result in or create:
   1. Damage to existing building materials.

C. Protection of Existing Historic Property: Before beginning removal, salvage, or demolition work, survey the site and examine the drawings and specifications to determine the extent of the work. Take necessary precautions to avoid damage to existing items to remain in place, be reused, or remain Owner's property. Repair or restore to original condition items damaged by Contractor, using approved means, methods, and techniques. Replace items that cannot be successfully repaired or restored to original condition.
   1. Construct and maintain shoring, bracing, and supports required as a result of cutting, removal, or demolition work
   2. Ensure that structural elements are not overloaded.

D. Store materials to be salvaged or recycled daily, out of contact with the ground, under weathertight covering, in areas designated by Owner, and in the manner direct by Owner.

E. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PERIOD TREATMENT, GENERAL

A. See Section 01 3591 for special procedure requirements related to elements and features of historical significance and value.

3.02 GENERAL PROCEDURES

A. Drawings indicating existing construction and building services are based on casual field observation and existing record documents only.
   1. Report discrepancies to Architect before disturbing existing historic elements.
   2. Beginning of work constitutes acceptance of existing conditions that are apparent upon examination at that time.

B. Separate spaces in which removals and salvage operations are conducted from occupied spaces.
   1. Provide, erect, and maintain temporary dustproof partitions; see Section 01 5000.

3.03 ENVIRONMENTAL CONTROLS

A. Comply with federal, state, and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment, and noise pollution.

3.04 ITEMS TO BE SALVAGED

A. General: Salvage elements and components to the maximum extent possible. Maintain a chain of custody of salvaged materials, including the condition of such materials before and after salvage operations.
   1. Remove furnishings, equipment, and materials not scheduled for salvage or recycling prior to initiating salvaging procedures.
   2. Remove historic items to be salvaged from the structure prior to deconstruction work.
   3. Accomplish removal of salvageable items by hand labor to the maximum extent possible.
   4. Take care not to damage historic portions of the structure scheduled to remain or items identified for salvage.

3.05 MATERIALS TO BE REMOVED

A. Remove existing nonhistoric elements as indicated and as required to allow direct access to period construction elements indicated to be restored or salvaged for reuse.
   1. Remove items indicated on drawings.

B. Services: Remove existing systems and equipment to extent indicated, including but not limited to HVAC and Electrical elements:
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and other operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service switchover.
   3. Verify that abandoned services serve only abandoned facilities prior to commencing removals.
   4. Remove abandoned pipe, ducts, conduits, and equipment; remove back to source of supply where possible, otherwise cap stubs and tag with identification.

C. Protect existing historic elements.
   1. Prevent movement of structure; provide temporary, removable shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly, minimizing overcutting.

3.06 MATERIALS TO BE RECYCLED

A. Recycle removed nonhistoric materials to the maximum extent possible. Remove recyclable materials by hand wherever possible.

B. Recycle dimension lumber, scrap wood, paper and cardboard, and gypsum board.

3.07 CLEANING

A. Upon completion of work, clean dust, dirt, and debris caused by salvage and demolition operations from portions of existing structure to remain and adjacent areas. Remove and transport debris and rubbish in a manner that prevents spillage on streets or adjacent areas. Obey local regulations regarding hauling and disposal.

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 Summary of Work: Limitations on Contractor's use of site and premises.

B. Section 01 3591 Period Treatment Procedures: Procedures for general historic preservation project requirements.

C. Section 01 5000 Construction Facilities and Temporary Controls: Site fences, security, protective barriers, and waste removal.

D. Section 01 7400 Cleaning: for cleaning requirements.

E. Section 02 0342 - Removal and Salvage of Period Construction Materials.

1.03 DEFINITIONS

A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.

B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.

C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.

D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.

E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

C. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

A. See Section 01 3300: Submittals: for submittal procedures.

B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.06 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Company specializing in the type of work required.
   1. Minimum of 3 years of documented experience.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 DEMOLITION

A. Remove other items indicated, for salvage and relocation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   6. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
   7. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
   8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Do not begin removal until built elements to be salvaged or relocated have been removed.

D. Protect existing structures and other elements to remain in place and not removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

E. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

F. Hazardous Materials:
   1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

G. Perform demolition in a manner that maximizes salvage and recycling of materials.
   1. Comply with requirements of Section 01 7400 Cleaning.
   2. Dismantle existing construction and separate materials.
   3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 EXISTING UTILITIES

A. Protect existing utilities to remain from damage.

B. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

C. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
   1. Verify construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from areas that remain occupied.

1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 .

C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.

D. Remove existing work as indicated and required to accomplish new work.
   1. Remove items indicated on drawings.

E. Services including, but not limited to, HVAC and Electrical: Remove existing systems and equipment as indicated.
   1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   3. Verify that abandoned services serve only abandoned facilities before removal.
   4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.

F. Protect existing work to remain.
   1. Prevent movement of structure. Provide shoring and bracing as required.
   2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch to match new work.

3.05 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove materials not to be reused on site; comply with 01 7400 Cleaning.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 06 0300
CONSERVATION TREATMENT FOR PERIOD WOOD

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Repair of damaged wood components.

B. Replacement of damaged wood components.

1.02 RELATED REQUIREMENTS

A. Section 09 9300 - Staining and Transparent Finishing.

1.03 PRICE AND PAYMENT PROCEDURES

A. See Section 01 2200 - Unit Prices for additional unit price requirements.

1.04 DEFINITIONS

A. In situ: Repair procedure in which wood elements and components remain in place and are repaired without removal from the system they are a part of.

B. New Elements: New, nonhistoric materials added to wood structures to aid in resistance to structural loads or water infiltration.

C. Patch: Use of substitute repair materials to treat damaged or deteriorated components in situ.

D. Surface Treatment: Application of traditional materials or contemporary chemical products to the surface of wood components to provide protection and reduce water infiltration.

1.05 REFERENCE STANDARDS

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).

C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

1.06 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
   1. Require attendance of parties directly affecting work of this section.
   2. Review installation conditions, procedures, and coordination with related work.

1.07 SUBMITTALS

A. See Section 01 3300 - Submittals for submittal procedures.

B. Product Data: Provide data on cleaning compounds and cleaning solutions.

C. Samples: Submit four samples of replacement units to show matching color, texture, and finish.

D. Manufacturer's Instructions: For cleaning materials, indicate special procedures and conditions requiring special attention.

E. Conservation treatment quality control plan.

F. Restorer's qualification statement, including individual resumes of experienced carpenters indicating required years of documented experience.

1.08 QUALITY ASSURANCE

A. Conservation Treatment Quality Control Plan: Prior to commencing work of this section, receive written approval of plan of proposed wood restoration work. Include the following:
   1. Description of methods of dust containment.
   2. Description of methods of protecting surrounding construction and landscape features.

3. Description of sequencing, work procedures, materials, and tools proposed for each type of conservation treatment.
4. Description of methods for shoring and providing a safe working environment.
5. Description of methods for select deconstruction of individual wood components and methods for cleaning these for reuse.
6. Description of methods and approach for assuring repair material matching and compatibility with original materials.

B. Restorer Qualifications: Company AND individuals performing the work specializing in period wood restoration with minimum five years of documented experience.
   1. Use experienced carpenters who have demonstrated proficiency in properly operating tools on historic elements.

1.09 MOCK-UPS

A. See Section 00 7213 - General Conditions for additional requirements.

B. Restore existing wood trim.
   1. Repair Material:
      a. Patching: Apply repair material on two areas, minimum, of wood components of type to be repaired.
   2. Surface Treatments: Provide 16 sq ft (1.5 sq m) mock-up, minimum, for each type of surface treatment on each type of wood substrate to be treated. Indicate tools and procedures for water repellents and consolidants.
   3. New Wood Elements: Install one of each type indicating installation method and finished appearance.

C. Locate mock-up areas where directed.

D. Approved restoration mock-up areas, including results of procedures employed, will remain and become the quality standard for work of this section.

1.10 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
   1. Store replacement wood components for interior elements in conditioned, indoor space.

PART 2 PRODUCTS

2.01 REPLACEMENT FINISH CARPENTRY MATERIALS

A. Wood or Wood-Based Materials:
   1. Wood fabricated from old growth timber is not permitted.

B. Quality Standard: Items fabricated in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 12, unless noted otherwise.

C. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.

D. Interior Finish Carpentry Items: Matching existing elements.
   1. Species: To match existing wood species in type and cut.
   2. Moldings, Bases, Casings, and Miscellaneous Trim: Prepare for transparent finish.

E. Stile and Rail Paneling: Matching existing elements.
   1. Species: To match existing species in type and cut.
   2. Panel Veneer Cut: To match existing.
   3. Stiles and Rails: Size to match existing.
   4. Joints: Fastened with dowels or biscuits.
   5. Panels: Flat.
   6. Finish: Opaque, field finished.

2.02 CLEANING MATERIALS

A. Cleaning Agent: Detergent and Solvent cleaner type.

B. Cleaning Agent: 0.5 lb (227 g) of sodium hydrosulfite mixture to one gallon (3.8 L) of water.

2.03 WOOD REPAIR MATERIALS

A. Source Limitations: Obtain compatible consolidants and patching and filling compounds from single manufacturer.

B. Manufacturers:
   1. Abatron: www.abatron.com/#sle.
   2. Conserve Epoxy: www.conservepoxy.com/#sle .
   3. Protective Coatings Company: www.pcepoxy.com/#sle.
   4. Substitutions: See Section 00 7213 Article 3.1 - Acceptable Substitutions

C. Patching and Filling Compounds:
   1. Epoxy Based: Two-part, adhesive system designed to fill voids in wood and be painted, stained, sawed, nailed, planed, sanded carved, and machined like wood.
      a. Formulation: Two-part; resin putty and hardener putty blend, capable of being mixed by hand.
      b. Formulation: Two-part; resin paste and hardener paste, capable of being spread to a feather edge.
      c. Mix Ratio: Recommended by manufacturer.
      d. Coloration Capability: For patching wood items for transparent finish. Capable of being mixed with stains, dyes, or pigments recommended by manufacturer and approved for appearance by Architect.
      e. Tensile Strength: 2,500 psi (17.5 MPa), minimum.
      f. Compressive Strength: 2,300 to 2,800 psi (15.8 to 19.3 MPa), minimum.
      g. Elongation: 4 percent, minimum.
      h. Products:
         1) Abatron; WoodEpox: www.abatron.com/#sle.
         2) Substitutions: See Section 00 7213 Article 3.1 - Acceptable Substitutions

2.04 BONDING ADHESIVES

A. Manufacturers:
   1. Abatron: www.abatron.com/#sle.
   2. Protective Coatings, Inc: www.pcepoxy.com/#sle.
   3. Conserve Epoxy: www.conservepoxy.com/#sle .
   4. Substitutions: See Section 00 7213 Article 3.1 - Acceptable Substitutions

B. General: Products for repairing and bonding wood and wood-based materials.

C. Epoxy Adhesive: Two-part; clear resin and amber hardener, tintable adhesive with medium viscosity.
   1. Mix Ratio: Recommended by manufacturer.
   2. Cured Properties:
      a. Tensile Strength: 2,044 psi (14.04 MPa) minimum at 7 days, tested in accordance with ASTM D638.
      b. Compressive Strength: 8,182 psi (56.41 MPa) minimum at 7 days, tested in accordance with ASTM D695.
      c. Flexural Strength: 9,896 psi (68.23 MPa) minimum at 7 days, tested in accordance with ASTM D790.

2.05 FIELD FINISHING MATERIALS

A. See Section 09 9123 for interior painting.

B. See Section 09 9300 for staining and transparent finishing.

PART 3 EXECUTION

3.01 PERIOD TREATMENT, GENERAL

A. See Section 01 3591 for special procedure requirements related to elements and features of historical significance and value.

3.02 EXAMINATION

A. Verify that surfaces to be cleaned and restored are ready for work of this section.

B. Consult paint analysis report of existing finishes to determine appropriate materials and methods for new, matching finishes.

3.03 PREPARATION

A. Protect surrounding elements from damage that may result due to performance of restoration procedures.

B. Remove and store removable items located in areas to be restored including, but not limited to, fixtures, fittings, finish hardware, and accessories; reinstall upon completion.

C. Separate areas to be protected from restoration areas to prevent damage.

D. Mask or cover adjacent surfaces and permanent equipment. Secure coverings without nails or tapes that leave residue. Do not use impervious sheeting which produces condensation.
   1. Use materials that withstand cleaning and restoration procedures.

E. When using liquid cleaning methods, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.

F. Do not allow cleaning runoff to drain into sanitary or storm sewers.

G. Do not attach scaffolding, ladders, or working platforms to the building without written authorization and instructions from Architect.

3.04 IN SITU RESTORATION

A. Do not mix or apply materials or products when the ambient temperature or humidity are outside range recommended by their manufacturers.

B. Schedule conservation treatments to avoid weather-related failures.

3.05 REPLACEMENT ELEMENT INSTALLATION - W1

A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) Section 12, Historic Restoration Work, and other applicable requirements.

B. Match existing elements unless otherwise required for protection of wood materials from the weather and approved by Architect.

C. Maintain continuity of historic architectural fabric.

D. Finish Carpentry:
   1. Interior Elements:
      a. Do not begin installation until wood materials have been acclimated to interior conditions.
      b. Standing and Running Trim: Attach using finishing nails. Set finish nail heads just below the surface of trim.
         1) Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use overlay trim to conceal larger gaps.
         2) Attach using finishing nails. Set finish nail heads just below the surface of trim.
   2. Field Finishing: Prepare elements for field finishing.
      a. Preparation: On exposed portions of woodwork remove handling marks or effects of exposure to moisture by sanding exposed surfaces with appropriate grit sandpaper.
      b. Clean before applying sealer or finish.
      c. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
      d. Field Finishing: Finish woodwork to match appearance of adjacent, restored woodwork.

3.06 REPAIR - W2

A. General: Use corrosion-resistant or nonferrous fasteners. Isolate dissimilar metals from each other.

B. Patching - W2: For wood elements indicated on drawings.
   1. Mix patching compound components and colorants as recommended by manufacturer.
   2. Mask off areas to be kept free of compound.
   3. Apply with putty knife or similar implement into and over areas to be repaired.
   4. Sand, plane, and shape repair area after patch has set for time period recommended by manufacturer.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 08 8000
GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glazing units, structural flooring glass and glue chip laylight glass.

1.02 REFERENCE STANDARDS

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. ANSI A326.3/A137.1 Dynamic Coeffficient of Friction Test.

C. ANSI/NFSI B101.1, Wet Static Coefficient of Friction.

D. ASTM C1036 - Standard Specification for Flat Glass; 2021.

E. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.

F. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass; 2019.

G. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.

H. ASTM E2751, Standard Practice for Design and Performance of Glass Walkways.

I. GANA (SM) - GANA Sealant Manual; 2008.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by each of the affected installers.

1.04 SUBMITTALS

A. See Section 01 3300 - Submittals for submittal procedures.

B. Product Data on Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.

C. Samples: Submit two samples 12 by 12 inch (minimum) in size of glass units, showing design.

D. Manufacturer's qualification statement.

1.05 QUALITY ASSURANCE

A. Perform Work in accordance with GANA (GM), GANA (SM), GANA (LGRM), and IGMA TM-3000 for glazing installation methods.

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

1.06 WARRANTY

A. See Section 00 7213 - General Conditions for additional warranty requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Glass Fabricators:
   1. Lucid Glass Studio; clint@lucidglassstudio.com.
      a. This is a sole-source item. No substitutions allowed.

2.02 GLASS MATERIALS

A. Structural Flooring Glass: Provide 3/4" / 2-ply laminated flooring glass as follows:
   1. Standard Thicknesses: 1" and 1-1/4" customized.
      a. Glass Layer #1: 3/8" clear tempered.
      b. Interlayer: .090 SGP clear or PVB (per engineered space tables).

c. Glass Layer #2: 3/8" clear, kiln cast texture - "Distressed Sand"
d. Edge Work: Ground (all) - pre-lamination.

2. Weight and Size: 13 and 15 LBS/SF, each piece made to order.
3. Construction: 2-3 layers of glass laminated with PVB or SGP.
4. Walking Surfrace: Lucid Proprietary Slip resistant pattern with CoF Certification.
5. Glass Type: Typically clear or low-iron float selected for historic color density match.
6. BLT: Very High = 83%.

B. Glue Chip Glass: Provide glue chip glass to match existing.

2.03 GLAZING UNITS

A. GL1 - Monolithic Structural Floor Glass: Match existing.

B. GL2 - Monolithic Structural Floor Glass: Match existing.

C. GL3 - Glue chip glass at laylights to match existing.

2.04 ACCESSORIES

A. Setting Blocks: Neoprene, with 80 to 90 Shore A durometer hardness x 1/4 inch.

B. Silicone sealant: At glass perimeter (to match existing).

C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.

B. Verify that the minimum required face and edge clearances are being provided.

C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

D. Verify that sealing between joints of glass framing members has been completed effectively.

E. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

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

B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.

C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION, GENERAL

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

B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.

C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.

D. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.

E. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.

F. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

3.04 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)

A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.

B. Place setting blocks at 1/4 points with edge block no more than 6 inch (152 mm) from corners.

C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.

D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.05 INSTALLATION - DRY GLAZING METHOD (TAPE AND TAPE)

A. Application - Interior Glazed: Set glazing infills from the interior of the building.

B. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.

C. Place setting blocks at 1/4 points with edge block no more than 6 inch (152 mm) from corners.

D. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.

E. Place glazing tape on free perimeter of glazing in same manner described above.

F. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.

G. Carefully trim protruding tape with knife.

3.06 FIELD QUALITY CONTROL

A. See Section 01 5000 - Construction Facilities and Temporary Controls for additional requirements.

B. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.

C. Monitor and report installation procedures and unacceptable conditions.

3.07 CLEANING

A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.

B. Remove nonpermanent labels immediately after glazing installation is complete.

C. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.08 PROTECTION

A. After installation, mark pane with an 'X' by using removable plastic tape or paste.

B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 09 0320
HISTORIC TREATMENT OF PLASTER

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:
   1. Repair and replacement of interior gypsum plaster.

B. Related Requirements:
   1. Section 01 3591 - Period Treatment Procedures: for general historic treatment requirements.

1.03 ALLOWANCES

A. Allowances for historic treatment of plaster are specified in Section 01 2100 - Allowances.
   1. Perform historic treatment of plaster under quantity allowances and only as authorized. Authorized work includes work required by Drawings and Specifications and work as directed in writing by Architect.
   2. Perform work that exceeds quantity allowances only as authorized by Change Orders.

1.04 UNIT PRICES

A. Work of this Section is affected by unit prices specified in Section 01 2200 - Unit Prices.
   1. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.05 REFERENCES

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. NPS - Preservation Briefs 21. Repairing Historic Flat Plaster - Walls and Ceilings. Marylee MacDonald. 1989.

1.06 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review minutes of Preliminary Historic Treatment Conference that pertain to historic treatment of plaster.
   2. Review methods and procedures related to historic treatment of plaster including, but not limited to, the following:
      a. Verify historic treatment specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
      b. Materials, material application, colors, patterns, and sequencing.
      c. Plasterwork historic treatment program.
      d. Coordination with building occupants.

1.07 SEQUENCING AND SCHEDULING

A. Perform historic treatment of plaster in the following sequence, which includes work specified in this and other Sections:
   1. Dismantle existing surface-mounted objects and hardware that overlie plaster surfaces except items indicated to remain in place. Tag items with location identification and protect.
   2. Verify that temporary protections have been installed.
   3. Examine condition of plaster surfaces.
   4. Clean plaster surface and remove paint and other finishes to the extent required.

5. Repair and replace existing plaster and supports to the degree required for a uniform, tightly adhered surface on which to paint or apply other finishes.
6. Cure repaired surfaces and allow them to dry for proper finishing.
7. Paint and apply other finishes.
8. Reinstall dismantled surface-mounted objects and hardware unless otherwise indicated.

1.08 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include recommendations for product application and use.

1.09 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified historic treatment specialist. Include individual resumes of experienced plasterers indicating required years of documented experience.

B. Plasterwork Historic Treatment Program: Submit before work begins.

1.10 QUALITY ASSURANCE

A. Historic Treatment Specialist Qualifications: A qualified historic plastering specialist with a minimum five (5) year's experience (both firm AND individuals performing work) in matching and performing the types of historic plasterwork repairs required. Experience only in installing and repairing new plasterwork, veneer plaster, or gypsum board is insufficient experience for historic treatment work.

B. Plasterwork Historic Treatment Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for historic treatment work and protection of surrounding materials and Project site.
   1. Include methods and procedures to protect plastered surfaces from damage caused by construction operations, including, but not limited to, exposure to moisture, vibration, mechanical damage, and soiling.
   2. If materials and methods other than those indicated are proposed for any phase of historic treatment work, add a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project.

C. Mockups: Prepare mockups of historic treatment processes for each type of plaster repair and reconstruction work to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
   1. Locate mockups on existing surfaces where directed by Architect.
   2. Number and Size: Provide the following mockups to represent surfaces and conditions for application of each type of plaster repair and reconstruction under same conditions as the completed Work. Include at least the following:
      a. P1 - Remove and Patch 4-sq. ft. area of flat plaster finish coat removal and replacement.
      b. P2 - Patch four (4) areas identified for patch repair.
      c. P3 - Repair 3 linear ft. of large plaster cracks.
   3. Simulate finished lighting conditions for review of mockups.
   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.
   5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

B. Store materials on elevated platforms, under cover, and in a dry location with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

C. Store materials not in use in tightly covered containers.

D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.12 FIELD CONDITIONS

A. Comply with plaster-material manufacturers' written instructions. For gypsum plaster, also comply with ASTM C842 requirements.

B. Temperatures: Maintain temperatures in work areas at not less than 55 deg F (13 deg C) or greater than 80 deg F (27 deg C) for at least seven days before application of plaster, continuously during application, and for seven days after plaster has set or until plaster has dried.

C. Avoid conditions that result in plaster drying out too quickly.
   1. Distribute heat evenly; prevent concentrated or uneven heat on plaster.
   2. Maintain relative humidity levels for prevailing ambient temperature that produce normal drying conditions.
   3. Ventilate work areas in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.

PART 2 PRODUCTS

2.01 GYPSUM PLASTER MATERIALS

A. Gypsum Materials:
   1. Lightweight Gypsum Ready-Mixed Plaster: ASTM C28/C28M, with mill-mixed perlite aggregate.
   2. Gypsum Neat Plaster: ASTM C28/C28M for use with job-mixed aggregates.
   3. Gypsum Wood-Fibered Plaster: ASTM C28/C28M.
   4. High-Strength Gypsum Neat Plaster: ASTM C28/C28M; with a minimum, average, dry compressive strength of 2800 psi (19 MPa) per ASTM C472 for a mix of 100 lb (45 kg) of plaster and 2 cu. ft. (0.06 cu. m) of sand.
   5. Gypsum Gaging Plaster. ASTM C28/C28M.
   6. High-Strength Gypsum Gaging Plaster: ASTM C28/C28M; with a minimum, average, dry compressive strength of 5000 psi (34 MPa) per ASTM C472 for a neat mix.
   7. Gypsum Ready-Mixed Finish Plaster: ASTM C28/C28M; manufacturer's standard, mill-mixed, gaged, interior finish.
   8. Gypsum Keene's Cement: ASTM C61/C61M.

B. Hydrated Lime: ASTM C206, Type S or Type N.

C. Aggregates:
   1. Aggregate for Base-Coat Plasters: ASTM C35, sand or perlite.
   2. Aggregate for Float Finishes: ASTM C35, sand or perlite; graded per ASTM C842.

D. Fiber: 1/2 to 1 inch in length; composed of cattle, goat, or hog hair or body hair from horses; natural linen, cotton, hemp, or jute fiber; or glass or polypropylene fiber; free of grease, waxes, and oils; and beaten well to separate fibers before blending into unfibered plaster material.
   1. Proportion of Fiber to Unfibered Plaster Material: 3.5 oz./cu. ft. (3.5 g/L) of unfibered plaster material, adjusted as required to produce a well-fibered, cohesive, spreadable, stiff mix with fibers uniformly distributed.

E. Fabric Reinforcing: Coarse, open-weave, sackcloth made of natural linen, cotton, hemp, or jute; free of grease and oils or ccoarse, open-weave, alkali-resistant fiberglass or polypropylene fabric; free of grease, waxes, and oils.

F. Bonding Compound: ASTM C631.

2.02 LATH

A. Metal Lath (IF NEEDED):

1. Expanded-Metal Lath: ASTM C847, cold-rolled carbon-steel sheet, ASTM A653/A653M, G60 (Z180), hot-dip galvanized zinc coated.
   a. Paper Backing: Kraft paper factory bonded to back of lath.
   b. Diamond-Mesh Lath: Flat 2.5 lb/sq. yd. (1.4 kg/sq. m).
   c. Flat Rib Lath: Rib depth of not more than 1/8 inch (3 mm), 2.75 lb/sq. yd. (1.5 kg/sq. m).
   d. 3/8-Inch (9.5-mm) Rib Lath: 3.4 lb/sq. yd. (1.8 kg/sq. m).

2.03 TRIM ACCESSORIES

A. General: According to ASTM C1063 for lime plaster and ASTM C841 for gypsum plaster; coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

B. Metal Accessories:
   1. Cornerite: Fabricated from expanded-metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized zinc coating.
   2. Striplath: Fabricated from expanded-metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized zinc coating.
   3. Cornerbeads: Fabricated from zinc]or zinc-coated (galvanized) steel.
      a. Small nose cornerbead with expanded flanges; use unless otherwise indicated.
      b. Small nose cornerbead with perforated flanges; use on curved corners.
      c. Small nose cornerbead with expanded flanges reinforced by perforated stiffening rib; use on columns and for finishing unit masonry corners.
      d. Bull nose cornerbead, radius of 3/4 inch (19 mm) minimum, with expanded flanges; use at locations indicated on Drawings.
   4. Casing Beads: Fabricated from zinc or zinc-coated (galvanized) steel; square-edged style; with expanded flanges.
   5. Control Joints: Fabricated from zinc or zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
   6. Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
   7. Two-Piece Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4 to 5/8 inch (6 to 16 mm) wide; with perforated flanges.

2.04 MISCELLANEOUS MATERIALS

A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Fasteners for Attaching Lath to Substrates:
   1. For Gypsum Plaster: ASTM C841.

C. Wire Ties: ASTM A641/A641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch (1.21-mm) diameter, unless otherwise indicated.

D. Plaster-Stabilization Materials: Acrylic emulsion(s) and related installation products shall have proven effectiveness in reattaching delaminated plaster and shall have been used previously by historic treatment specialist with successful results.
   1. Acrylic Emulsion(s), General: Aqueous emulsion(s) of acrylic polymer, adhesive to plaster and plaster substrates, nontoxic, and non-reemulsifiable after curing.
   2. Prewet Solution: Low-viscosity acrylic emulsion.
   3. Adhesive: Thickened acrylic emulsion; thickener as recommended in writing by resin manufacturer and historic treatment specialist.

E. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
   1. Previous effectiveness in performing the work involved.

2. Little possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could do the following:
   a. Remove, alter, or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.
   b. Leave an unintended residue on surfaces.

PART 3 EXECUTION

3.01 HISTORIC TREATMENT OF PLASTER, GENERAL

A. Historic Treatment Appearance Standard: Completed work is to have a uniform appearance as viewed by Architect from building interior at 5 feet away from surface.

B. General: In treating historic plaster, disturb it as minimally as possible and as follows unless otherwise indicated:
   1. Dismantle loose, damaged, or deteriorated plaster, lath, and support systems that cannot be repaired.
   2. Verify extent of plaster deterioration against that indicated on Drawings. Consult Architect on types and extent of required work.
   3. Verify that substrate surface conditions are suitable for repairs.
   4. Provide lath, furring, and support systems for plaster included in the work of this Section.
   5. Replace lost details in new, wet-applied plaster that replicate existing or indicated plaster configurations.
   6. Leave repaired plasterwork in proper condition for painting or applying other finishes as indicated.
   7. Install temporary protective measures to protect historic surfaces that shall be treated later.

C. Illumination: Perform plastering work with adequate, uniform illumination that does not distort the flatness or curvature of surfaces.

3.02 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrate and environmental conditions, installation tolerances, and other conditions affecting performance of the Work.
   1. If existing substrates cannot be prepared to an acceptable condition for plastering work, notify Architect in writing.
   2. Notify Architect of undocumented detrimental conditions including cracks, bulges, loose backup, rotted wood, rusted metal, and other deteriorated items.

B. Masonry Substrates: Verify that mortar joints are struck flush. Notify Architect of undocumented masonry substrate without flush joints. Proceed with plastering as directed by Architect.

C. Begin historic plastering work only after unsatisfactory conditions have been corrected.

3.03 PREPARATION FOR PLASTERING

A. Substrates: Prepare according to plaster manufacturer's written instructions and as follows:
   1. Clean surfaces to remove dust, loose particles, grease, oil, incompatible curing compounds, form-release agents, and other foreign matter and deposits that could impair bond with plaster.
   2. Remove ridges and protrusions greater than 1/8 inch (3 mm) and fill depressions greater than 1/4 inch (6 mm) with patching material. Allow to set and dry.

3.04 PLASTER REMOVAL AND REPLACEMENT, GENERAL

A. Dismantle plaster that is damaged or deteriorated to the limits indicated. Carefully dismantle areas along straight edges that lie over supports, without damaging surrounding plasterwork.

B. Maintain lath and supporting members in an undamaged condition so far as practicable. Dismantle damaged lath and supports that cannot be repaired or resecured and replace with new work of same type.

C. Notify Architect of undocumented detrimental conditions including cracks, bulges, loose backup, rotted wood, rusted metal, and other deteriorated items.

D. Do not deviate more than plus or minus 1/8 inch in 10 feet (3 mm in 3 m) from a true plane in finished plaster surfaces, as measured by a 10-foot (3-m) straightedge placed on surface.

E. Clean substrate surfaces to remove grease, waxes, oils, waterborne staining, debris, and other foreign matter and deposits that could impair bond with repair material.

F. Wet wood and masonry bases before plaster application. Keep substrate damp to the touch but without visible water droplets.

G. Wet remaining plaster abutting the replacement plaster before installing new plasterwork.

H. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.

I. Provide plaster surfaces that are ready to receive field-applied finishes indicated.

3.05 FLAT GYPSUM-PLASTER REMOVAL AND REPLACEMENT - P1

A. General: Dismantle deteriorated plaster to existing sound plaster at locations indicated on Drawings. Use replacement plaster mixes of gypsum, lime, and aggregate; and application according to ASTM C842 unless otherwise indicated.
   1. Inspect for lath deterioration. If any, replace lath.
   2. Sand bonding surfaces of repair area, and clean the surface with a nonmetallic bristle brush.
   3. Wet substrate to damp condition, but without visible water droplets, then install new plaster to original profiles.

B. Bonding Compound: Apply on unit masonry plaster bases.

C. Gypsum-Plaster Base Coats (IF NEEDED):
   1. Base Coats over Expanded-Metal Lath: High-strength gypsum; Gypsum neat plaster with job-mixed sand for scratch and brown coats. Add fiber to scratch coat.
   2. Base Coats over Expanded-Metal Lath:
      a. Scratch Coat: Gypsum wood-fibered plaster; neat or with job-mixed sand.
      b. Brown Coat: Gypsum wood-fibered plaster with job-mixed sand; neat plaster with job-mixed sand; lightweight ready-mixed plaster; or neat plaster with job-mixed perlite.
   3. Base Coats over Unit Masonry: Gypsum wood-fibered plaster with job-mixed sand; neat plaster with job-mixed sand; lightweight ready-mixed plaster.

D. Gypsum-Plaster Finish Coats:
   1. Finish-Coat Mix for Smooth-Troweled Finishes: Gypsum gaging plaster, Gypsum ready-mixed finish plaster, high-strength gypsum gaging plaster, OR Gypsum Keene's cement to match existing adjacent plaster to remain.

E. Gypsum-Plaster Finishes: Match finish(es) of existing.

3.06 REMOVING AND INSTALLING LATH AND ACCESSORIES (IF NEEDED)

A. General: Dismantle existing plaster as necessary to expose deteriorated or rusted lath, wire ties, and support system, back to firm substrates and supports. Repair with new materials, well secured to existing lath in good condition and to building structure.
   1. Cutting: Cut lath so it can be taken out completely from one support to the next. Cut to avoid cracking surrounding plaster.
   2. Cut out existing base-coat plaster beyond the edges of the new lath to permit new plaster to extend onto the old lath. Then step subsequent plaster coats to permit new plaster to extend over the old material.

3. Fasten new lath to support system and to good existing lath. Wire tie at least every 6 inches (150 mm).
4. Install new lath according to ASTM C1063 for lime plaster and ASTM C841 for gypsum plaster.

B. Notify Architect of undocumented detrimental conditions including cracks, bulges, loose backup, rotted wood, rusted metal, and other deteriorated items.

C. Metal Lath: Install according to ASTM C841 for gypsum plaster.
1. Partition Framing and Vertical Furring: Install flat diamond-mesh or flat rib lath.
2. Curved-Ceiling Framing: Install flat diamond-mesh lath.
3. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh lath.

3.07 PATCH-TYPE REPAIR - P2

A. General: Patch voids, fractured surfaces, and crushed areas in otherwise sound plaster that are larger than cracks at locations indicated on Drawings.
1. Notify Architect of undocumented detrimental conditions including cracks, bulges, loose backup, rotted wood, rusted metal, and other deteriorated items.
2. Inspect for deterioration of supporting plaster and lath, and repair or replace deteriorated material as required for a sound substrate.
3. Rake perimeter of hole to sound plaster, and slightly undercut existing plaster to enable replacement plaster to tuck behind existing plaster.
4. Replace missing lath in kind. Bridge gaps in wood lath with expanded-metal lath, overlapping wood by 6 inches (150 mm) and fastening them together.
5. Clean hole to remove loose materials and other foreign matter and deposits that could impair bond with repair material. Where grease, waxes, oils, waterborne staining, or other foreign matter and deposits that could impair bond with repair material have penetrated into the plaster, enlarge the hole to remove these deposits.
6. Wet substrate to damp condition, but without visible water droplets, then install patch material to original profiles.
7. Maintain adjacent plasterwork in an undamaged condition so far as practicable.

B. Gypsum-Plaster Mix: Gypsum gaging plaster; Gypsum neat plaster with job-mixed sand; or Gypsum neat plaster with job-mixed sand, applied in two coats with fiber in first coat. Add hair fiber to mix and evenly distribute it without clumps just before spreading.

C. Finishing: Finish flat surfaces flush and with same texture as adjacent existing plaster. For molded plaster shapes, tool surface to restore the sharp edges and the shape of the molded shape to original contours.

D. Hairline cracking within the plaster or plaster separation at edge of a patch is unacceptable. Completely dismantle such work and reinstall or repair.

3.08 LARGE CRACK REPAIR - P3

A. General: Repair cracks over 1/32 inch in width in otherwise sound plaster.
1. Notify Architect of undocumented detrimental conditions including cracks, bulges, loose backup, rotted wood, rusted metal, and other deteriorated items.
2. Maintain adjacent plasterwork in an undamaged condition so far as practicable.

B. Open crack to at least 1/8 inch in width and full depth with V-groove tool, and check for bond separation or lath deterioration.

C. Abrade side surfaces of crack and remove inner crack debris by gouging (keying) the inside area of the crack.

D. Clean out crack to remove loose materials and other foreign matter and deposits that could impair bond with repair material. Where grease, waxes, oils, waterborne staining, or other foreign matter and deposits that could impair bond with repair material have penetrated into the plaster, widen the crack to remove these deposits.

E. Wet substrate to damp condition, but without visible water droplets.

F. Install finish-coat plaster to fill crack to original plaster profile.

G. Finishing: Finish flat surfaces flush and with same texture as adjacent existing plaster. For molded plaster shapes, tool surface to restore the sharp edges and the shape of the molded shape to original contours.

3.09 INSTALLATION TOLERANCES

A. Completed plaster installation shall not deviate from a true plane by more than 1/8 inch as measured by a 5-foot straightedge placed at any location on a surface, except where existing plaster is retained as a substrate for new plasterwork.

3.10 CLEANING AND PROTECTION

A. Protect work of other trades against damage. Promptly remove plaster from surfaces not indicated to be repaired or plastered. Do not scratch or damage finished surfaces.

B. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

C. Correct damage to other historic surfaces and to new work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. Remove temporary protection and enclosure of other work.

END OF SECTION 09 0320

SECTION 09 9123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.

D. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
   5. Floors, unless specifically indicated.
   6. Glass.
   7. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. NPS - Preservation Briefs 28. Painting Historic Interiors. Sara B. Chase. 1992.

C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

E. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

1.03 SUBMITTALS

A. See Section 01 3300 - Submittals, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
   2. MPI product number (e.g., MPI #47).
   3. Cross-reference to specified paint system products to be used in project; include description of each system.
   4. Manufacturer's installation instructions.

C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
   1. Where sheen is specified, submit samples in only that sheen.

D. Manufacturer's Instructions: Indicate special surface preparation procedures.

E. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. Extra Paint and Finish Materials: 1 gal (4 L) of each color; from the same product run, store where directed.
2. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

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

B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years documented experience.

1.05 MOCK-UP

A. Refer to related technical period treatment sections for additional mock-up requirements.

B. Provide panel, representing all colors and gold leaf, minimum four feet long by four feet wide, illustrating paint color, texture, and finish.

C. Locate where directed by Architect.

D. Mock-up may remain as part of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.

D. Minimum Application Temperatures for Paints: 50 degrees F (10 degrees C) for interiors unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 fc (860 lux) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

B. Paints:
1. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

C. Primer Sealers: Same manufacturer as top coats.

D. Substitutions: See Section 00 7213 Article 3.1 - Acceptable Substitutions

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.

2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
3. Supply each paint material in quantity required to complete entire project's work from a single production run.
4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Flammability: Comply with applicable code for surface burning characteristics.

C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

D. Colors: As indicated on Drawings and in the Paint Finishes Investigation report .

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including wood, plaster, and shop primed steel.
1. Two top coats and one coat primer.
2. Top Coat(s): High Performance Architectural Interior Latex; as indicated in Paint Finishes Investigation report.

2.04 ACCESSORY MATERIALS

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

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 INSTALLERS

A. Acceptable Applicators:
1. Conrad Schmitt Studios, Inc..
2. John Canning & Co..
3. Retropros, Inc..

3.02 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been adequately prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

E. Test shop-applied primer for compatibility with subsequent cover materials.

F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
1. Plaster and Stucco: 12 percent.
2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.03 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or repair existing paints or finishes that exhibit surface defects.

D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

E. Seal surfaces that might cause bleed through or staining of topcoat.

F. Plaster: Confirm plasterwork restoration has filled hairline cracks, small holes, and imperfections. Make smooth and flush with adjacent surfaces. Wash and neutralize high-alkali surfaces.

G. Ferrous Metal:
   1. Solvent clean according to SSPC-SP 1.
   2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
   3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

H. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.04 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

F. Sand wood and metal surfaces lightly between coats to achieve required finish.

G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

H. Wood to Receive Transparent Finishes: See Section 09 9300.

I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.05 FIELD QUALITY CONTROL

A. See Section 01 3300 - Submittals, for general requirements for field inspection.

3.06 CLEANING

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

3.07 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

3.08 SCHEDULE - PAINT SYSTEMS

A. Plaster: Finish surfaces exposed to view.

B. Wood: Finish surfaces exposed to view.

C. Shop-Primed Metal Items: Finish surfaces exposed to view.

3.09 COLOR SCHEDULE

A. Reference the *Paint Finishes Investigation* report, by Architectural Arts Conservation dated 2019, in the appendices of these specifications, and Sheet A151 of the Construction Drawings.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 09 9300
STAINING AND TRANSPARENT FINISHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Field application of stains.

1.02 RELATED REQUIREMENTS

1.03 DEFINITIONS

A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

A. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2019.

C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

1.05 SUBMITTALS

A. See Section 01 3300 - Submittals, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and catalog number, and general product category.
   2. MPI product number (e.g. MPI #33).
   3. Manufacturer's installation instructions.

C. Samples: Two samples on actual wood substrate to be finished, 12 by 12 inch in size, indicating selected colors and sheens for each system, with specified coats cascaded.

D. Manufacturer's Instructions: Indicate special surface preparation procedures.

E. Applicator's Qualification Statement.

F. Maintenance Data: Submit data including finish schedule showing where each product, color, and finish was used, product technical data sheets, safety data sheets (SDS), care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. Extra Stock Materials: Stain and transparent finish materials, 1 gal (4 L) of each color and type; store where directed.
      a. Label each container with color and type in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with at least three years of documented experience.

B. Applicator Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of stain or transparent finish, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Stain and Transparent Finish Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by manufacturer of stains and transparent finishes.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.

D. Minimum Application Temperature: 50 degrees F (10 degrees C) unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 fc (860 lux) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide finishes used in any individual system from the same manufacturer; no exceptions.

B. Stains:
1. Behr Process Corporation: www.behr.com/#sle.
2. Bona US: www.bona.com/#sle.
3. Pittsburgh Paints: www.ppgpaints.com/#sle.
4. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
5. Substitutions: See Section 00 7213 Article 3.1 - Acceptable Substitutions

2.02 STAINS AND TRANSPARENT FINISHES - GENERAL

A. Finishes:
1. Provide finishes capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
2. Provide materials compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
3. Supply each finish material in quantity required to complete entire project's work from a single production run.
4. Do not reduce, thin, or dilute finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Flammability: Comply with applicable code for surface burning characteristics.

C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

D. Colors: To match existing..

2.03 INTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS

A. Finish on Wood - Vertical Surfaces:
1. Stain and Top Coat: Semi-transparent stain for wood, to match existing in stain type.
2. Top Coat Sheen: To match existing.

2.04 ACCESSORY MATERIALS

A. Accessory Materials: Cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of finished surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of stains and finishes until substrates have been properly prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

D. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

E. Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

D. Sand wood surfaces lightly between coats to achieve required finish.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

F. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

G. Reinstall items removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 01 3300 - Submittals for general requirements for field inspection.

3.05 CLEANING

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

3.06 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX 1

APPENDIX A

Hazardous Building Materials Survey

Missouri Supreme Court - Judiciary Library

207 West High Street

Jefferson City, Missouri 65101

April 24, 2026 | Terracon Project Number: 09267004

Prepared for:

SFS Architecture
2100 Central Street, Suite 31
Kansas City, MO 64108

Terracon
Explore with us

Nationwide
Terracon.com

- Facilities
- Environmental
- Geotechnical
- Materials

15620 W. 113th Street
Lenexa, KS 66219
P 913-492-7777
F 913-492-7443
Terracon.com

April 24, 2026

SFS Architecture
2100 Central Street, Suite 31
Kansas City, MO 64108

Attn: Ms. Dana Gould
P: (816) 474-1397
E: dgould@sfsarch.com

Re: Hazardous Building Materials Survey
Missouri Supreme Court - Judiciary Library
207 W High Street
Jefferson City, Missouri 65101
Terracon Project No: 09267004

Dear Ms. Gould:

Terracon Consultants, Inc. (Terracon) is pleased to provide SFS Architecture with this report regarding a hazardous building materials survey conducted of the areas planned for renovations and repairs in the library of the above-referenced building in Jefferson City, Missouri. These services were conducted in general accordance with Terracon`s Proposal No. P02257378, dated November 5, 2025.

Asbestos

Asbestos was not detected in the samples collected and analyzed from the subject building.

Please refer to Section 3.0 of the attached report for a detailed description of the asbestos survey, sampling activities, and findings.

Lead-Paint Screening

Lead-based paint (LBP) is defined by the United States Environmental Protection Agency (USEPA) and the State of Missouri as any paint or surface coating that contains 1.0 mg/cm^2 or greater of lead as measured by an X-ray fluorescence Spectrometer

instrument (XRF), or 5,000 parts per million (ppm) lead or 0.5% lead by weight or 1.0 mg/cm^2 or greater of lead by laboratory analysis.

Paint and surface coatings meeting the above definitions of lead-based paint were identified at the subject property inspected. Based on the results of the XRF lead paint testing, LBP was identified on the following surfaces tested:

Location	Component
Room 2-202	Green – Plaster Wall
Room 2-201	Cream – Plaster Surround Opening
	Gold – Plaster Surround Opening & Flower Surround
	Off-White – Plaster Wall
	White – Plaster Surround Opening
Room 2-201 - North Mezzanine	Off-White – Plaster Wall
Room 2-201 - South Mezzanine	Gold – Plaster Cornice
	Off-White – Plaster Wall
	Off-White – Plaster Column
Room 2-228	Green – Plaster Wall
	Cream – Plaster Fireplace Surround
	Gold – Plaster Fireplace Floral Surround
	Gold – Plaster Mirror Frame
Room 3-350	Cream – Plaster Beam
	Gold – Plaster Column Capital
	Off-White – Plaster Column
	Off-White – Plaster Balcony Ceiling
	White – Plaster Beam
	White – Plaster Picture Rail
	White – Plaster Crown Molding

Note that some paints containing lead in concentrations less than the definition of LBP were identified during the screening. Based on the results of the XRF lead-paint testing, LCP was identified on the following surfaces tested:

Location	Component
Room 2-202	Black – Metal Stack
	Bronze – Metal Radiator
	Stain – Wood Fireplace Mantel
Room 2-201	Black – Metal Newel Post
	Black – Metal Stringer
	Black – Metal Baluster
	Black – Metal Riser
	Black – Metal Tread Nose
	Black – Metal Baseboard Stringer
	Black – Metal Stack
	Dark Green – Metal Radiator
	Dark Grey – Metal Stack
Room 2-201 - North Mezzanine	Gold – Metal Tube Railing
	Gold – Metal Newel Cap
	Gold – Metal Top Rail
Room 2-228	Stain – Wood Floor
	Stain – Wood Fireplace Mantel
Room 3-350	Black – Wood Baseboard
Library Attic	Stain – Wood Laylight Frame
	White – Wood Laylight Frame

Please refer to Section 4.0 of the attached report for a detailed description of the lead-paint screening, XRF testing, and findings.

Hazardous Materials Inventory

Based on observations made during the site visit, the following potentially hazardous materials were noted.

Material	Contaminant of Concern	Estimated Quantity
Fluorescent Light Ballasts	PCBs	112
Fluorescent Light Bulbs	Mercury	221
Fire Extinguishers	CFCs	2
Emergency Light Fixtures	Batteries	11
Smoke Detectors	Batteries	5

Please refer to Section 5.0 of the attached report for a detailed description of the hazardous materials inventory.

Terracon appreciates the opportunity to provide this service to SFS Architecture. If you have any questions regarding this report, please contact the office at 913-492-7777.

Sincerely,

Terracon Consultants, Inc.

Ryan Slanczka

Ryan Slanczka
Senior Staff Scientist
Building Environmental Sciences

William L. Wright
Department Manager I
Authorized Project Reviewer

Table Of Contents

1.0 Introduction 1
1.1 Reliance 1
2.0 Building Description 1
3.0 Asbestos-Containing Materials Survey 1
3.1 Visual Assessment 2
3.2 Physical Assessment 2
3.3 Sample Collection 2
3.4 Sample Analysis 2
3.5 Regulatory Overview 3
3.6 Findings 3
4.0 Lead-Paint Screening 4
4.1 Visual Assessment 4
4.2 XRF Analysis 4
4.3 Regulatory Overview 5
4.4 Findings 5
5.0 Hazardous Materials Inventory 8
5.1 PCBs 8
5.2 Mercury 8
5.3 CFCs 8
5.4 Batteries 9
5.5 Radioactive Sources 9
5.6 Findings 9
6.0 General Comments 9

Appendices

Appendix A Asbestos Survey Sample Location Summary

Appendix B Asbestos Laboratory Analytical Results

Appendix C Lead-Paint XRF Results

Appendix D XRF Performance Characteristic Sheet

Appendix E Hazardous Materials Inventory

Appendix F Certifications

1.0 Introduction

Terracon Consultants, Inc. (Terracon) conducted a hazardous building materials survey, including an asbestos-containing materials (ACM) survey; a lead-paint (LP) screening; and a hazardous materials inventory of the areas planned for renovations and repairs in the Judiciary Library of the Missouri Supreme Court building located at 207 West High Street in Jefferson City, Missouri, on April 10, 2026. Services provided were conducted in general accordance with Terracon Proposal P02257378 dated November 5, 2025. Building areas were visually assessed for suspect ACM, LP, and hazardous materials. A reasonable effort was made to inspect accessible areas. Additional suspect materials could be present in walls, voids, or other concealed areas.

1.1 Reliance

This report is for the exclusive use of SFS Architecture for the project being discussed. Reliance by any other party on this report is prohibited without the written authorization of Terracon and SFS Architecture. Reliance on this report by SFS Architecture and all authorized parties will be subject to the terms, conditions, and limitations stated in the proposal and this report. The limitations of liability defined in our Agreement for Services is the aggregate limit of Terracon's liability to SFS Architecture.

2.0 Building Description

Terracon understands that approximately 9,550 square feet of area is planned for renovations and repairs in the Judiciary Library on the second floor, third floor, and attic of the Missouri Supreme Court building, which was constructed in 1907. Interior flooring finishes include wood and carpeting over wood. Interior walls are hard plaster and drywall wallboard. Interior ceilings are hard plaster and drywall wallboard with acoustic tiles. Exterior and roof sampling were not included in the scope of this survey.

3.0 Asbestos-Containing Materials Survey

The survey was conducted by Mr. Brian Widmer, an Asbestos Hazard Emergency Response Act (AHERA)-accredited asbestos inspector. A copy of the asbestos inspector's accreditation is attached as Appendix F. The survey was conducted in general accordance with the sample collection protocols established in the United States Environmental Protection Agency (USEPA) 40 Code of Federal Regulations (CFR) Part 763 Subpart E 763.86, AHERA. A summary of survey activities is provided below.

3.1 Visual Assessment

Survey activities were initiated with visual observation of the areas planned for renovations and repairs in the building to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of a building material that appears similar throughout in terms of color and texture, with consideration given to the date of application. The assessment was conducted in visually accessible areas of the building scheduled for renovations and repairs.

3.2 Physical Assessment

A physical assessment of each HA of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the USEPA as a material that can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.3 Sample Collection

Based on the results of the visual observation, bulk samples of suspect ACM samples were collected in general accordance with USEPA AHERA sampling protocols. Samples of suspect materials were collected from randomly selected locations in each homogeneous area. Bulk samples were collected using wet methods, as applicable, to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Rubber, wood products, plastic products, glass, and steel are not considered suspect ACM and were, therefore, not sampled. The selection of sample locations and frequency of sampling were based on Terracon's observations and the assumption that like materials in the same area are homogeneous in content. Terracon collected 20 bulk samples from 6 homogeneous areas of suspect ACM.

3.4 Sample Analysis

Bulk samples were submitted under chain of custody to Eurofins of Cherry Hill, New Jersey, for analysis by PLM with dispersion staining techniques per USEPA Method 600/R-93/116. In accordance with this method, the laboratory is required to identify and analyze all layers, resulting in an additional 11 samples for a total of 31 samples analyzed. The percentage of asbestos, where applicable, was determined by microscopic visual estimation. Eurofins is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP), Accreditation No. 101165.

3.5 Regulatory Overview

The asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. The asbestos NESHAP regulation also requires the identification and classification of existing ACM according to friability prior to demolition or renovation activity. Friable ACM is a material containing more than 1% asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. All friable ACM is considered regulated asbestos-containing material (RACM).

The asbestos NESHAP regulation classifies ACM as either RACM, Category I non-friable ACM, or Category II non-friable ACM. RACM includes all friable ACM; Category I non-friable ACM that has become friable or will be or has been subjected to sanding, grinding, cutting, or abrading; and Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder in the course of renovation or demolition activity. Category I non-friable ACM are exclusively asbestos-containing packings, gaskets, resilient floor coverings, resilient floor covering mastics, and asphalt roofing products that contain more than 1% asbestos. Category II non-friable ACM are all other non-friable materials other than Category I non-friable ACM that contain more than 1% asbestos. Category II non-friable ACM generally includes but is not limited to cementitious material such as cement pipes, cement siding, cement panels, glazing, mortar, and grouts.

The Missouri Department of Natural Resources, Air Pollution Control Program, enforces the Asbestos NESHAP as adopted by 10 CSR 10-6.080. The owner or operator must provide MDNR with written notification at least 10 working days prior to the commencement of asbestos abatement activities that will disturb RACM in amounts greater than or equal to 160 square feet, 260 linear feet, or 35 cubic feet.

The United States Occupational Safety and Health Administration (USOSHA) asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The USOSHA standard classifies construction and maintenance activities that could disturb ACM and specifies work practices and precautions that employers must follow when engaging in each class of regulated work. The standard also specifies requirements for handling materials containing asbestos in concentrations less than or equal to one percent.

3.6 Findings

Asbestos was not detected in the samples collected and analyzed from the subject building.

A summary of sample locations is included in Appendix A. Laboratory analytical reports are included in Appendix B.

4.0 Lead-Paint Screening

Mr. Ryan Slanczka, a State of Missouri-licensed Lead Risk Assessor, conducted lead-paint screening using a SciAps model X550Pb, serial No. 01340, X-Ray Fluorescence (XRF) instrument to determine if surface coatings contain lead. A copy of the inspector's certificate is included in Appendix F.

4.1 Visual Assessment

The lead-paint screening began with a visual survey of accessible building components such as walls, ceilings, floors, doors, and windows. Various colors of paint were found on interior surfaces. These components have the potential to be disturbed during renovation and repair activities.

4.2 XRF Analysis

Terracon used a SciAps X550Pb XRF instrument to determine whether surface coatings contained lead. The X-550Pb XRF is a handheld, field-portable spectrum analyzer capable of identifying lead concentrations in coatings and paint, expressed in milligrams per square centimeter (mg/cm^2).

Testing was conducted in general accordance with protocols established by the U.S. Department of Housing and Urban Development (HUD). Individual tests are to be classified as part of a group based on the testing combination (room equivalent, component, and substrate are used). Substrates are classified as brick/masonry, concrete, drywall, metal, plaster, or wood. A component is defined as a particular item (e.g., doors, windows, walls, etc.). When using testing combinations, LP results are classified by summing the individual component test results as positive, negative, or inconclusive.

Terracon collected 65 XRF measurements, including 16 calibration measurements, from testing combinations observed within the areas planned for renovations and repairs in the building. For more detailed information, including testing location, component, color, and substrate, refer to the tables contained in Appendix C.

XRF Instrumentation

The SciAps X550Pb XRF analyzer was used in accordance with guidelines detailed in the manufacturer's XRF Performance Characteristics Sheet (PCS) included in Appendix D. Per the XRF PCS, test results were rounded to the nearest 0.1 decimal place. Lead values greater than 0.94 mg/cm^2 were rounded to 1.0 mg/cm^2 and classified as positive.

The accuracy of the field measurement depends on three factors. The first is the quality of the reference standard lead film prepared by the National Institute of Standards and Technology (NIST). The second factor is the accuracy of the mathematical function, that is, the difference between the calculated concentrations and actual concentrations. Third, the similarity between the building material samples used during calibration and the building materials encountered in the field can impact the accuracy of the measurement. The SciAps X-550 XRF analyzer, particularly the Pb (lead) model, is designed for high-sensitivity detection, featuring a lead limit of detection (LOD) of typically 0.1 mg/cm^2.

Calibration checks are performed at least twice daily: once prior to the screening and once immediately after the screening (see XRF results in Appendix C for calibration results), using protocols provided by the instrument manufacturer according to the NIST reference standard. No substrate correction is recommended for brick, concrete, drywall, metal, plaster, or wood.

4.3 Regulatory Overview

Lead-based paint inspection is defined by HUD as a surface-by-surface investigation to determine the presence of LBP. LBP is defined by the USEPA and the State of Missouri as any paint or surface coating that contains 1.0 mg/cm^2 or greater of lead as measured by an XRF instrument, or 5,000 parts per million (ppm) lead or 0.5% lead by weight or greater by laboratory analysis.

The USOSHA Lead in Construction Standard 29 CFR 1926.62 has established permissible limits for airborne lead concentrations in the workplace. USOSHA has established an Action Level for lead concentrations in air of 30 micrograms per cubic meter of air (µg/m^3) and a Permissible Exposure Limit for lead concentrations in air of 50 µg/m^3. USOSHA has no established limits for lead content in bulk paint (non-airborne). Their interpretation of this issue is that any amount of lead may cause airborne concentrations above the established limits. Owners or employers conducting renovation or demolition activities that may disturb building materials containing lead (in any concentration) are required to protect their employees from airborne lead exposures exceeding the USOSHA PEL. State of Missouri Health and Senior Services occupational regulations governing proper training and work practices also apply.

4.4 Findings

Paints containing lead in concentrations of 1.0 mg/cm^2 or greater, as measured by an XRF instrument, were identified in the areas inspected. Based on the results of the XRF lead-paint screening, LBP was identified on the following surfaces tested:

Location	Component
Room 2-202	Green – Plaster Wall
Room 2-201	Cream – Plaster Surround Opening
	Gold – Plaster Surround Opening & Flower Surround
	Off-White – Plaster Wall
	White – Plaster Surround Opening
Room 2-201 - North Mezzanine	Off-White – Plaster Wall
Room 2-201 - South Mezzanine	Gold – Plaster Cornice
	Off-White – Plaster Wall
	Off-White – Plaster Column
Room 2-228	Green – Plaster Wall
	Cream – Plaster Fireplace Surround
	Gold – Plaster Fireplace Floral Surround
	Gold – Plaster Mirror Frame
Room 3-350	Cream – Plaster Beam
	Gold – Plaster Column Capital
	Off-White – Plaster Column
	Off-White – Plaster Balcony Ceiling
	White – Plaster Beam
	White – Plaster Picture Rail
	White – Plaster Crown Molding

While the painted surfaces containing lead in concentrations between 0.0 and 1.0 mg/cm^2 do not meet the definition of lead-based paint under HUD, USEPA, or the State of Missouri, the paint does contain lead and is subject to regulation under USOSHA. Therefore, it is the contractor's responsibility to make appropriate decisions concerning compliance with applicable USOSHA regulations.

Lead-containing paint, as defined by the USOSHA (any paint or surface coating that contains lead in concentrations between 0.0 and 1.0 mg/cm^2 as measured by an XRF instrument, or between the laboratory's limit of detection and 0.5% of lead by weight), was identified on the following surfaces:

Location	Component
Room 2-202	Black – Metal Stack
	Bronze – Metal Radiator
	Stain – Wood Fireplace Mantel
Room 2-201	Black – Metal Newel Post
	Black – Metal Stringer
	Black – Metal Baluster
	Black – Metal Riser
	Black – Metal Tread Nose
	Black – Metal Baseboard Stringer
	Black – Metal Stack
	Dark Green – Metal Radiator
	Dark Grey – Metal Stack
Room 2-201 - North Mezzanine	Gold – Metal Tube Railing
	Gold – Metal Newel Cap
	Gold – Metal Top Rail
Room 2-228	Stain – Wood Floor
	Stain – Wood Fireplace Mantel
Room 3-350	Black – Wood Baseboard
Library Attic	Stain – Wood Laylight Frame
	White – Wood Laylight Frame

The USOSHA hazard communication requirement states that when hazardous materials (lead, asbestos, etc.) are present, employers who have employees who may disturb the hazardous materials must inform their employees of the presence of such materials.

Refer to Appendix C for detailed XRF Paint Test Results.

5.0 Hazardous Materials Inventory

Materials such as polychlorinated biphenyls (PCBs), Mercury, chlorofluorocarbons (CFCs), batteries, radioactive sources, and other contaminants of concern can be found in building components. These materials are considered environmental hazards and require removal prior to any building renovation activities that may impact them to prevent their entry into the environment. Additionally, in accordance with the USEPA Toxic Substance Control Act (TSCA)(15 U.S.C. §2601 et seq., 1976), these materials may require special and documented disposal or recycling. On occasion, manufacturers will label equipment regarding the presence or absence of a contaminant of concern.

5.1 PCBs

PCBs range from clear, oily liquids to white or yellowish waxy solids, depending on the degree of chlorination. They are stable, thermoplastic, and non-flammable materials used in the production of insulation for electric cables and wires, and the production of electric condensers and additives for extreme-pressure lubricants. Light ballasts can contain about one ounce of the toxic substance. The transportation, disposal, and spill clean-up of PCB-containing ballasts is regulated by the Toxic Substances Control Act (TSCA), 40 CFR Part 261.

Terracon conducted a representative visual assessment of light fixtures to characterize PCB content. Typically, ballasts manufactured before 1979 are presumed to contain PCBs unless clearly marked as containing “No PCBs”.

5.2 Mercury

Metallic mercury is a silver-white liquid at room temperature. Elemental and inorganic mercury compounds are used in the manufacturing of scientific instruments, electric equipment, including thermostats, mercury vapor lamps, and high-intensity discharge (HID) lights. Mercury is considered a hazardous material due to its ability to bioaccumulate within the environment. Recycling mercury-containing components reduces the load of mercury entering the environment.

5.3 CFCs

A chlorofluorocarbon (CFC) is an organic compound that consists of carbon, hydrogen, chlorine, and fluorine. Many CFCs have been widely used as refrigerants, propellants, and solvents. Chlorofluorocarbons are believed to cause depletion of the atmospheric ozone layer.

5.4 Batteries

Batteries containing nickel-cadmium and lead-acid can be found in emergency lighting, exit signs, and alarm systems. The nickel-cadmium and lead-acid in these batteries are considered toxic.

5.5 Radioactive Sources

Smoke detectors and fire alarms may be radioactive sources. Ionization-chamber and photoelectric smoke detectors are the two most common types available commercially. Ionization-chamber smoke detectors contain a small amount of radioactive material encapsulated in a metal chamber. Typically, the radioactive material is a composite of americium-241. No other suspect radioactive sources were identified.

5.6 Findings

Based on observations made during the site visit, the following potentially hazardous materials were noted:

Material	Contaminant of Concern	Estimated Quantity
Fluorescent Light Ballasts	PCBs	112
Fluorescent Light Bulbs	Mercury	221
Fire Extinguishers	CFCs	2
Emergency Light Fixtures	Batteries	11
Smoke Detectors	Batteries	5

Identified items should be removed intact, segregated, packaged, and disposed of or recycled in accordance with applicable state and federal regulations prior to any renovation and repair activities that may impact these materials.

The hazardous materials inventory is included as Appendix E.

6.0 General Comments

Terracon did not perform sampling that required demolition or destructive activities, such as dismantling of equipment or removal of protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) were made; however, confined spaces or areas that may pose a health or safety risk to Terracon personnel were not sampled. Sampling did not include suspect materials that

could not be safely reached with available ladders. Terracon did not conduct a destructive investigation of the doors in the building to determine if the doors were insulated for fire-rating purposes.

This survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during Terracon's survey of the areas planned for renovations and repairs in the building. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by SFS Architecture and is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information that may have been used in the preparation of this report. No warranty, express or implied, is made.

Appendix A

Asbestos Survey Sample Location Summary

Appendix A

Asbestos Survey Sample Location Summary
207 West High Street, Jefferson City, Missouri
Terracon Project No. 09267004

HA No.	Material Description	Sample Number	Sample Location	Sample Layer Description	Lab Results
1	Hard Plaster Wall	01-HP2-01	Library - 2nd Floor, at Landing of NW Mezzanine Staircase	White Plaster	None Detected
				Grey Plaster	
		01-HP2-02	Library - North Mezzanine, North Wall, West Area	White Plaster	
				Grey Plaster	
		01-HP2-03	Library - 2nd Floor, under NE Mezzanine Staircase	White Plaster	
				Grey Plaster	
		01-HP2-04	Library - 2nd Floor, SW near Radiator	White Plaster	
				Grey Plaster	
		01-HP2-05	Library - South Mezzanine, Central Area	White Plaster	
				Grey Plaster	
2	Black Glazing	02-SC1-06	Library - North Mezzanine, West Area, Floor	Black Window Glazing	None Detected
		02-SC1-07	Library - South Mezzanine, West Area, Floor	Black Window Glazing	
		02-SC1-08	Library - South Mezzanine, NE Area, Floor	Black Window Glazing	

HA No.	Material Description	Sample Number	Sample Location	Sample Layer Description	Lab Results
3	Carpet Glue	03-MG7-09	Library - 2nd Floor, Room 2-228A/B	Green Glue	None Detected
		03-MG7-10	Library - 2nd Floor, Room 2-228A/B	Green Glue	
		03-MG7-11	Library - 2nd Floor, Room 2-228A/B	Green Glue	
4	Hard Plaster Column Capitals	04-HP4-12	Library - 3rd Floor Balcony, West Column	White Plaster	None Detected
		04-HP4-13	Library - 3rd Floor Balcony, Central-West Column	White Plaster	
		04-HP4-14	Library - 3rd Floor Balcony, East Column	White Plaster	
5	Duct Insulation and Wrap	05-MI4-15	Library - Attic, South Area, on Duct	Tan Insulation	None Detected
				Silver/Beige Insulation	
				Off-White Non-Fibrous Material	
		05-MI4-16	Library - Attic, Central Area, on Duct	Tan Insulation	
				Silver/Beige Insulation	
				Off-White Non-Fibrous Material	
		05-MI4-17	Library - Attic, North Area, on Duct	Tan Insulation	
				Silver/Beige Insulation	
				Off-White Non-Fibrous Material	
6	Laylight Panel Glazing	06-SC1-18	Library - Attic, Central Area	Off-White Window Glazing	None Detected
		06-SC1-19	Library - Attic, North Area	Off-White Window Glazing	
		06-SC1-20	Library - Attic, North Area	Off-White Window Glazing	

Appendix B

Asbestos Laboratory Analytical Results

eurofins | Built Environment Testing

Report for:

Ryan Slanczka
Terracon Consultants- Lenexa
15620 W. 113th St
Lenexa, KS 66219

Regarding: Eurofins Built Environment Testing East, LLC
Project: 09267004.3 - 207 W. High St
EML ID: 4492643

Approved by:

Approved Signatory
Frank Ehrenfeld

Dates of Analysis:
Asbestos PLM (Layer %): 04-16-2026

Service SOPs: Asbestos PLM (Layer %) (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 101165-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing East, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing East, LLC
1006 Astoria Blvd., Cherry Hill, NJ 08003
(856) 231-9449 www.eurofinsus.com/Built

Client: Terracon Consultants- Lenexa
C/O: Ryan Slanczka
Re: 09267004.3 - 207 W. High St

Date of Receipt: 04-14-2026
Date of Report: 04-16-2026

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)
Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Sample ID # Lab-ID version	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
01-HP2-01. Hard Plaster Wall; Library - 2nd Floor, at Landing of NW Mezzanine Staircase 22583906-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Gray Plaster Homogeneity:Good	Not Detected	99% Non-Fibrous Material 1% Hair/Wool	
01-HP2-02. Hard Plaster Wall; Library - North Mezzanine, North Wall, West Area 22583907-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Gray Plaster Homogeneity:Good	Not Detected	99% Non-Fibrous Material 1% Hair/Wool	
01-HP2-03. Hard Plaster Wall; Library - 2nd Floor, under NE Mezzanine Staircase 22583908-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Gray Plaster Homogeneity:Good	Not Detected	99% Non-Fibrous Material 1% Hair/Wool	
01-HP2-04. Hard Plaster Wall; Library - 2nd Floor, SW near Radiator 22583909-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Gray Plaster Homogeneity:Good	Not Detected	99% Non-Fibrous Material 1% Hair/Wool	
01-HP2-05. Hard Plaster Wall; Library - South Mezzanine, Central Area 22583910-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Gray Plaster Homogeneity:Good	Not Detected	99% Non-Fibrous Material 1% Hair/Wool	
02-SC1-06. Black Glazing; Library - North Mezzanine, West Area, Floor 22583911-1	Layer 1 Black Window Glazing Homogeneity:Good	Not Detected	100% Non-Fibrous Material	

Comments:

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing East, LLC
1006 Astoria Blvd., Cherry Hill, NJ 08003
(856) 231-9449 www.eurofinsus.com/Built

Client: Terracon Consultants- Lenexa
C/O: Ryan Slanczka
Re: 09267004.3 - 207 W. High St

Date of Receipt: 04-14-2026
Date of Report: 04-16-2026

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)
Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Sample ID # Lab-ID version	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
02-SC1-07. Black Glazing; Library - South Mezzanine, West Area, Floor 22583912-1	Layer 1 Black Window Glazing Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
02-SC1-08. Black Glazing; Library - South Mezzanine, NE Area, Floor 22583913-1	Layer 1 Black Window Glazing Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
03-MG7-09. Carpet Glue; Library - 2nd Floor, Room 2-228A/B 22583914-1	Layer 1 Green Glue Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
03-MG7-10. Carpet Glue; Library - 2nd Floor, Room 2-228A/B 22583915-1	Layer 1 Green Glue Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
03-MG7-11. Carpet Glue; Library - 2nd Floor, Room 2-228A/B 22583916-1	Layer 1 Green Glue Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
04-HP4-12. Hard Plaster Column Capitals; Library - 3rd Floor Balcony, West Column 22583917-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
04-HP4-13. Hard Plaster Column Capitals; Library - 3rd Floor Balcony, Central-West Column 22583918-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
04-HP4-14. Hard Plaster Column Capitals; Library - 3rd Floor Balcony, East Column 22583919-1	Layer 1 White Plaster Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
05-MI4-15. Duct Insulation and Wrap; Library - Attic, South Area, on Duct 22583920-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	100% Glass Fibers	
	Layer 2 Silver/ Beige Insulation Homogeneity:Good	Not Detected	60% Cellulose 40% Non-Fibrous Material	
	Layer 3 Off-White Non-Fibrous Material Homogeneity:Good	Not Detected	100% Non-Fibrous Material	

Comments:

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing East, LLC
1006 Astoria Blvd., Cherry Hill, NJ 08003
(856) 231-9449 www.eurofinsus.com/Built

Client: Terracon Consultants- Lenexa
C/O: Ryan Slanczka
Re: 09267004.3 - 207 W. High St

Date of Receipt: 04-14-2026
Date of Report: 04-16-2026

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)
Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Sample ID # Lab-ID version	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
05-MI4-16. Duct Insulation and Wrap; Library - Attic, Central Area, on Duct 22583921-1(cont.)	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	100% Glass Fibers	
	Layer 2 Silver/ Beige Insulation Homogeneity:Good	Not Detected	60% Cellulose 40% Non-Fibrous Material	
	Layer 3 Off-White Non-Fibrous Material Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
05-MI4-17. Duct Insulation and Wrap; Library - Attic, North Area, on Duct 22583922-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	100% Glass Fibers	
	Layer 2 Silver/ Beige Insulation Homogeneity:Good	Not Detected	60% Cellulose 40% Non-Fibrous Material	
	Layer 3 Off-White Non-Fibrous Material Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
06-SC1-18. Laylight Panel Glazing; Library - Attic, Central Area 22583923-1	Layer 1 Off-White Window Glazing Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
06-SC1-19. Laylight Panel Glazing; Library - Attic, North Area 22583924-1	Layer 1 Off-White Window Glazing Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
06-SC1-20. Laylight Panel Glazing; Library - Attic, North Area 22583925-1	Layer 1 Off-White Window Glazing Homogeneity:Good	Not Detected	100% Non-Fibrous Material	

Comments:

Analyst(s): Ellen Smith

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing East, LLC
1006 Astoria Blvd., Cherry Hill, NJ 08003
(856) 231-9449 www.eurofinsus.com/Built

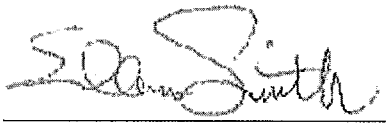
Client: Terracon Consultants- Lenexa
C/O: Ryan Slanczka
Re: 09267004.3 - 207 W. High St

Date of Receipt: 04-14-2026
Date of Report: 04-16-2026

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)
Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Ellen Smith

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

20

CHAIN OF CUSTODY

www.eurofinsus.com/Built

eurofins | Built Environment Testing

004492643

East: (866) 871-1934
Central: (800) 651-4802
West: (866) 832-5653

CONTACT INFORMATION

Company:	Terracon Consultants, Inc.	Address:	15620 W. 113th Street, Lenexa, KS 66219
Contact:	Ryan Slanczka	Special Instructions:	
Phone:	913-998-7397		

PROJECT INFORMATION

Project ID:	09267004.3		
Project Description:	207 W. High Street		
Project Zip Code:	65101	Sampling Date & Time:	4.10.2026 1400
PO Number:	09267004.3	Sampled By:	Brian Widmer

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)

ND – Next Business Day

SD – Same Business Day Rush*

*Please call Client Services for locations with Rush services

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
	See attached	B	STD		

ASBESTOS ANALYSIS

REQUESTED SERVICES (Check boxes below)

PCM Air		PLM Bulk						PLM Rock & Soil		Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
Ryan Slanczka / Terracon	4.13.2026 1800	APR 14 2026	

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at: https://www.eurofinsus.com/environment-testing/built-environment/resources/sampling-guides-and-forms/

©COPYRIGHT 2025 EUROPINS BUILT ENVIRONMENT TESTING

Asbestos Sample Location Log

Terracon

Project # - 09267004.3
Building - 207 W High Street
Inspector(s) - Brian Widmer

Sample Number (HA-BS Code-Sample No)	Material Description	Sample Location	Collection Date
01-HP2-01	Hard Plaster Wall	Library - 2nd Floor, at Landing of NW Mezzanine Staircase	4.10.2026
01-HP2-02		Library - North Mezzanine, North Wall, West Area	4.10.2026
01-HP2-03		Library - 2nd Floor, under NE Mezzanine Staircase	4.10.2026
01-HP2-04		Library - 2nd Floor, SW near Radiator	4.10.2026
01-HP2-05		Library - South Mezzanine, Central Area	4.10.2026
02-SC1-06	Black Glazing	Library - North Mezzanine, West Area, Floor	4.10.2026
02-SC1-07		Library - South Mezzanine, West Area, Floor	4.10.2026
02-SC1-08		Library - South Mezzanine, NE Area, Floor	4.10.2026
03-MG7-09	Carpet Glue	Library - 2nd Floor, Room 2-228A/B	4.10.2026
03-MG7-10		Library - 2nd Floor, Room 2-228A/B	4.10.2026
03-MG7-11		Library - 2nd Floor, Room 2-228A/B	4.10.2026
04-HP4-12	Hard Plaster Column Capitals	Library - 3rd Floor Balcony, West Column	4.10.2026
04-HP4-13		Library - 3rd Floor Balcony, Central-West Column	4.10.2026
04-HP4-14		Library - 3rd Floor Balcony, East Column	4.10.2026
05-MI4-15	Duct Insulation and Wrap	Library - Attic, South Area, on Duct	4.10.2026
05-MI4-16		Library - Attic, Central Area, on Duct	4.10.2026
05-MI4-17		Library - Attic, North Area, on Duct	4.10.2026
06-SC1-18	Laylight Panel Glazing	Library - Attic, Central Area	4.10.2026

004492643

Inspector Signature B. Widmer

Asbestos Sample Location Log

Project # - 09267004.3
Building - 207 W High Street
Inspector(s) - Brian Widmer

Sample Number (HA-BS Code-Sample No)	Material Description	Sample Location	Collection Date
06-SC1-19	Laylight Panel Glazing	Library - Attic, North Area	4.10.2026
06-SC1-20		Library - Attic, North Area	4.10.2026

004492643

Inspector Signature B. Widmer

Appendix C

Lead-Paint XRF Results

Missouri Supreme Court - Judiciary Library
207 West High Street
Jefferson City, Missouri

XRF Paint Test Results

Terracon Project No. 09267004
Test Date: April 10, 2026

Reading	Result	Pb	Location	Direction	Component	Substrate	Color	Condition	Notes
1	Positive	1.04	PCS Instrument Calibration	-	-	-	NIST Red	-	-
2	Positive	1.10	PCS Instrument Calibration	-	-	-	NIST Red	-	-
3	Positive	1.14	PCS Instrument Calibration	-	-	-	NIST Red	-	-
4	Positive	1.09	PCS Instrument Calibration	-	-	-	NIST Red	-	-
5	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-
6	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-
7	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-
8	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-
9	Negative	0.00	Room 2-202	-	Floor	Wood	Stain	Good	-
10	Negative	0.41	Room 2-202	East	Stack	Metal	Black	Good	-
11	Negative	0.11	Room 2-202	West	Radiator	Metal	Bronze	Good	-
12	Positive	>10	Room 2-202	South	Wall	Plaster	Green	Good	-
13	Negative	0.33	Room 2-202	West	Fireplace Mantel	Wood	Stain	Good	-
14	Negative	0.32	Room 2-201	North	Newel Post	Metal	Black	Good	-
15	Negative	0.24	Room 2-201	West	Stringer	Metal	Black	Good	-
16	Negative	0.71	Room 2-201	West	Baluster	Metal	Black	Good	-
17	Negative	0.23	Room 2-201	North	Riser	Metal	Black	Good	-
18	Negative	0.33	Room 2-201	-	Tread Nose	Metal	Black	Good	-
19	Negative	0.18	Room 2-201	West	Baseboard Stringer	Metal	Black	Good	-
20	Negative	0.38	Room 2-201	North	Stack	Metal	Black	Good	-
21	Negative	0.00	Room 2-201	-	Floor	Wood	Stain	Good	-
22	Positive	>10	Room 2-201	South	Surround Opening	Plaster	Cream	Good	-

Pb = Lead in milligrams per square centimeter

Lead-Based Paint Results in Red
Lead-Containing Paint Results in Blue

XRF: SciAps, X550Pb
Serial No. 01340

Missouri Supreme Court - Judiciary Library
207 West High Street
Jefferson City, Missouri

XRF Paint Test Results

Terracon Project No. 09267004
Test Date: April 10, 2026

Reading	Result	Pb	Location	Direction	Component	Substrate	Color	Condition	Notes
23	Positive	>10	Room 2-201	West	Surround Opening	Plaster	White	Damaged (Fair)	-
24	Positive	>10	Room 2-201	West	Surround Opening	Plaster	Gold	Damaged (Fair)	-
25	Positive	5.52	Room 2-201	West	Flower Surround	Plaster	Gold	Damaged (Fair)	-
26	Negative	0.08	Room 2-201	South	Radiator	Metal	Dark Green	Damaged (Fair)	-
27	Positive	>10	Room 2-201	West	Wall	Plaster	Off-White	Good	-
28	Negative	0.00	Room 2-228	East	Wall	Plaster	Green	Good	North of Windows
29	Positive	>10	Room 2-228	North	Wall	Plaster	Green	Good	-
30	Positive	>10	Room 2-228	East	Wall	Plaster	Green	Good	South of Windows
31	Negative	0.19	Room 2-228	-	Floor	Wood	Stain	Good	-
32	Negative	0.01	Room 2-228	East	Fireplace Mantel	Wood	Stain	Good	-
33	Positive	>10	Room 2-228	South	Fireplace Surround	Plaster	Cream	Good	-
34	Positive	3.15	Room 2-228	East	Fireplace Floral Surround	Plaster	Gold	Good	-
35	Positive	6.27	Room 2-228	East	Mirror Frame	Plaster	Gold	Good	-
36	Positive	>10	Room 2-201 - North Mezzanine	North	Wall	Plaster	Off-White	Good	-
37	Negative	0.02	Room 2-201 - North Mezzanine	North	Tube Railing	Metal	Gold	Good	-
38	Negative	0.28	Room 2-201 - North Mezzanine	-	Newel Cap	Metal	Gold	Good	-
39	Negative	0.04	Room 2-201 - North Mezzanine	-	Top Rail	Metal	Gold	Good	-
40	Positive	>10	Room 2-201 - South Mezzanine	West	Column	Plaster	Off-White	Good	-
41	Positive	7.51	Room 2-201 - South Mezzanine	West	Cornice	Plaster	Gold	Good	-
42	Negative	0.00	Room 2-201 - South Mezzanine	-	Bulkhead / Ceiling	Drywall	Off-White	Good	-
43	Positive	>10	Room 2-201 - South Mezzanine	South	Wall	Plaster	Off-White	Damaged (Fair)	-
44	Positive	1.01	Room 3-350	-	Column Capital	Plaster	Gold	Good	-

Pb = Lead in milligrams per square centimeter

Lead-Based Paint Results in Red
Lead-Containing Paint Results in Blue

XRF: SciAps, X550Pb
Serial No. 01340

Missouri Supreme Court - Judiciary Library
207 West High Street
Jefferson City, Missouri

XRF Paint Test Results

Terracon Project No. 09267004
Test Date: April 10, 2026

Reading	Result	Pb	Location	Direction	Component	Substrate	Color	Condition	Notes
45	Positive	>10	Room 3-350	North	Column	Plaster	Off-White	Damaged (Fair)	-
46	Negative	0.00	Room 3-350	-	Floor	Wood	Stain	Good	-
47	Negative	0.07	Room 3-350	North	Baseboard	Wood	Black	Good	-
48	Negative	0.00	Room 3-350	South	Pipe	Metal	Off-White	Good	-
49	Positive	>10	Room 3-350	-	Beam	Plaster	Cream	Damaged (Fair)	-
50	Positive	>10	Room 3-350	-	Beam	Plaster	White	Good	-
51	Positive	7.52	Room 3-350	West	Picture Rail	Plaster	White	Good	-
52	Positive	>10	Room 3-350	West	Crown Molding	Plaster	White	Good	-
53	Positive	>10	Room 3-350	-	Balcony Ceiling	Plaster	Off-White	Good	-
54	Negative	0.00	Room 3-350	-	Step	Wood	Stain	Good	-
55	Negative	0.01	Library Attic	-	Laylight Frame	Wood	Stain	Good	-
56	Negative	0.21	Library Attic	-	Laylight Frame	Wood	White	Good	-
57	Negative	0.31	Room 2-201	South	Stack	Metal	Dark Grey	Good	-
58	Positive	1.11	PCS Instrument Calibration	-	-	-	NIST Red	-	-
59	Positive	1.13	PCS Instrument Calibration	-	-	-	NIST Red	-	-
60	Positive	1.02	PCS Instrument Calibration	-	-	-	NIST Red	-	-
61	Positive	1.09	PCS Instrument Calibration	-	-	-	NIST Red	-	-
62	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-
63	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-
64	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-
65	Negative	0.00	PCS Instrument Calibration	-	-	-	NIST White	-	-

Pb = Lead in milligrams per square centimeter

Lead-Based Paint Results in Red
Lead-Containing Paint Results in Blue

XRF: SciAps, X550Pb
Serial No. 01340

XRF Paint Test Results

Lead-Based Paint: Lead-based paint is defined by the United States Environmental Protection Agency and the State of Missouri as any paint or surface coating that contains 1.0 mg/cm^2 or greater of lead as measured by an XRF instrument.

Lead-Containing Paint: Painted surfaces containing lead in concentrations between 0.0 and 1.0 mg/cm^2 do not meet the definition of lead-based paint under Housing and Urban Development, the USEPA, or the State of Missouri. However, the paint does contain lead and is subject to regulation under the United States Occupational Safety and Health Administration. Therefore, it is the contractor`s responsibility to make appropriate decisions concerning compliance with applicable regulations.

Lead Risk Assessors: Ryan J. Slanczka, Missouri License No.230417-300006543 (Exp. 4/16/2027)

Appendix D

XRF Performance Characteristic Sheet

Performance Characteristic Sheet

EFFECTIVE DATE: **February 1, 2022**

MANUFACTURER AND MODEL:

Make: ***SciAps***
Models: ***Model X-550***
X-Ray Source: ***Rhodium (Rh) or Gold (Au) Anode***

FIELD OPERATION GUIDANCE

ACTION LEVEL SETTING:

1.0 mg/cm^2

OPERATING PARAMETERS:

Timed mode: fixed 10-second reading.

Quick mode: variable-time reading (approximately 2-6 seconds).

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm^2 (inclusive) on NIST SRM 2579 (1.02 mg/cm^2)/NIST SRM 2573, or equivalent

SUBSTRATE CORRECTION:

Not applicable

INCONCLUSIVE RANGE OR THRESHOLD:

Au Anode (quick) **READING DESCRIPTION**	**SUBSTRATE**	**THRESHOLD (mg/cm^2)**
Results not corrected for substrate bias on any substrate	Brick Concrete Drywall Metal Plaster Wood	1.0 1.0 1.0 1.0 1.0 1.0
Rh Anode (Timed or Quick), Au Anode (Timed) **READING DESCRIPTION**	**SUBSTRATE**	**THRESHOLD (mg/cm^2)**
Results not corrected for substrate bias on any substrate	Brick Concrete Drywall Metal Plaster Wood	0.9 0.9 0.9 0.9 0.9 0.9

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, 2012 Edition ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in February 2022, with two separate instruments of each Anode type, operated in both Timed and Quick modes.

OPERATING PARAMETERS

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

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film; for NIST SRM 2579a, use film 2573 (1.04 mg/cm^2).

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

EVALUATING THE QUALITY OF XRF TESTING:

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

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

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

Determine XRF results for the original and retest XRF readings. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

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

Square the average for each testing combination.

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

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

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

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

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

Compute the average of all ten original XRF readings.

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

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this

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

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

TESTING TIMES:

The reading time in Archive tests was 10 seconds in Timed mode and from 2-6 seconds in Quick mode, for both the Rh Anode and Au Anode.

CLASSIFICATION OF RESULTS:

XRF results for the Au Anode in Quick mode are classified as **positive** if they are **greater than or equal** to 1.0 mg/cm^2 and ***negative*** if they are ***less than*** *to* 1.0 mg/cm^2. XRF results for the Au Anode in Timed mode and for the Rh Anode in Timed or Quick mode are classified as **positive** if they are **greater than or equal** to 0.9 mg/cm^2 and ***negative*** if they are ***less than*** *to* 0.9 mg/cm^2

DOCUMENTATION:

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to develop Performance Characteristic Sheets at the Federal standard (Action Level) of 1.0 mg/cm^2 and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997.

Appendix E

Hazardous Materials Inventory

Hazardous Materials Inventory - Quantity Estimates

207 W. High Street

Quantity of Potential PCB-Containing Equipment	Quantity of Potential Mercury-Containing Components	Quantity of Potential CFC- or Refrigerant-Containing Equipment	Quantity of Potential Battery-Containing Equipment	
Fluorescent Light Ballasts	**Fluorescent Light Bulbs**	**Fire Extinguishers**	**Emergency Light Fixtures**	**Smoke Detectors**
112 Ballasts	221 Bulbs	2 Fire Extinguishers	11 Emergency Light Fixtures	5 Smoke Detectors

Identified items should be removed intact, segregated, packaged, and either disposed of or recycled in accordance with applicable state and federal regulations prior to any renovation activities that may impact these materials.

Appendix F

Certifications

MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Mike Kehoe
Governor

Kurt U. Schaefer
Director

July 7, 2025

Brian W Widmer
3219 Sagegrass Ct
Columbia, MO 65202

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: 7118070325MOIR22964
Course Training Date: July 03, 2025
Missouri Certification Approval Date: July 07, 2025
Missouri Certification Expiration Date: July 07, 2026

Note:

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

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

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

AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program

CERTIFICATION NUMBER:

7118070325MOIR22964

THIS CERTIFIES

Brian W Widmer

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

Inspector

APPROVED: **07/07/2025**

EXPIRES: **07/07/2026**

TRAINING DATE: **07/03/2025**

Director of Air Pollution Control Program

The holder of this card is certified to conduct the specified occupation in conjunction with an asbestos abatement project under the certification requirements, in RSMo, 10 CSR 10-6.250.

It is unlawful for any person to use this card other than the individual to whom it is issued or in any manner inconsistent with the law.

Violations of Missouri State Rule 10 CSR 10-6.080, "Emission Standards for Hazardous Air Pollutants," which adopts by reference 40 CFR, Part 61, Subpart M, the "National Emission Standards for Asbestos," are subject to fines of not more than $10,000 per day per violation. This Missouri State Certification is subject to review and the director may deny, suspend or revoke this certification per RSMo, chapter 643.230.

If found, please return to:

MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Air Pollution Control Program
P.O. Box 176
Jefferson City, MO 65102
Phone: (573)751-4817 Fax:(573)751-2706
www.dnr.mo.gov/env/apcp

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

LEAD ABATEMENT OCCUPATION LICENSE

Issued to:

Ryan Slanczka

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:	**04/16/2025**
Expiration Date:	**04/16/2027**
License Number:	**230417-300006543**

Paula F. Nickelson
Director
Department of Health and Senior Services

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

APPENDIX 2

Certificate of Training

Ryan Slanczka

Of Terracon has completed the SciAps instrument operator and Radiation Training for the

X550 Pb HUD/EPA Lead Paint Analyzer provided by Tom Lambert.

SciAps

Instrument Operator Training and Radiation Training for the

X550 Pb HUD/EPA Lead Paint Analyzer

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

Tom Lambert
Name

April 11, 2025
Date

Certified Trainer
Title

I certify that I have received the stated training and understand the content presented.

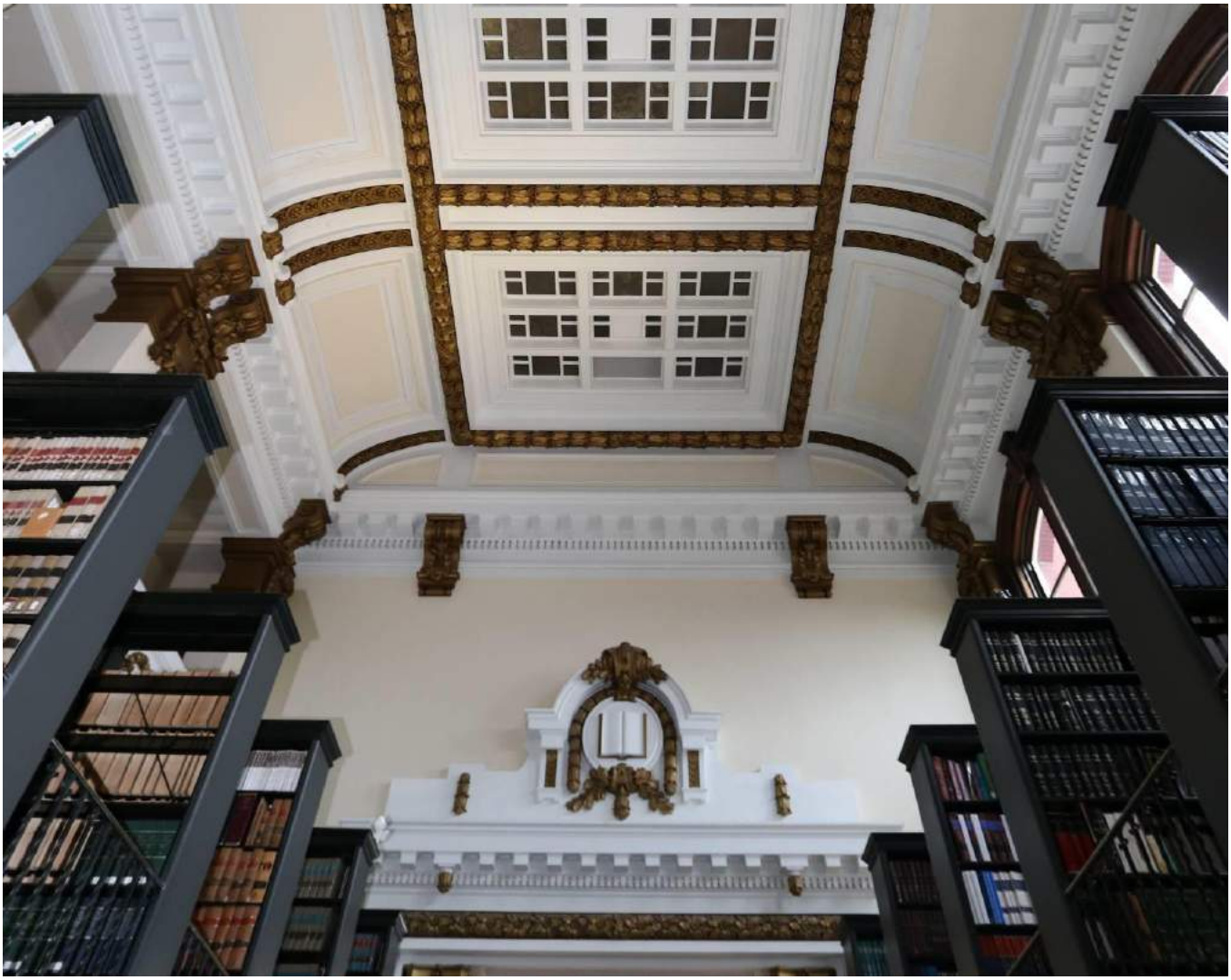
Ryan Slanczka
Name

April 11, 2025
Date

APPENDIX B

Supreme Court of Missouri Library
Limited Paint Finishes Investigation

June 10, 2019



INTRODUCTION

Architectural Arts was retained by STRATA Architecture to provide a limited paint finishes investigation of the Missouri Supreme Court Library. Architectural materials conservators along with STRATA were on site May 7, 2019 to study the surfaces throughout the space to identify the original historic color scheme.

METHODS

Access to the ceiling, entablature, and upper walls was made possible via scaffolding and lift provided by the Missouri Supreme Court.

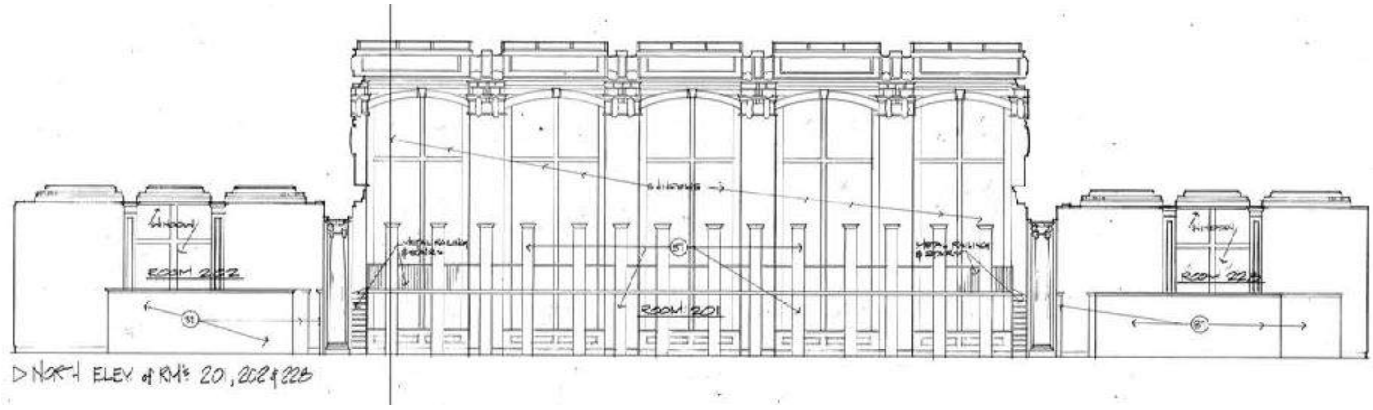
Exposures were performed at various locations throughout the space to reveal the original historic color. The layers of overpaint were removed both chemically and mechanically.

Samples for microscopy analysis were extracted using a scalpel and labeled and packaged individually. Samples were extracted from various architectural elements and features' and extraction locations were also labeled. Samples were organized into four series, A, B, C, and D. The stratigraphy of each sample was reviewed under high magnification to identify the layer of significance. A microphotograph of each sample has been captured.

SUMMARY

The neoclassical interior of the Supreme Court Library has been overpainted in a beige and white color palette that is not significant to the 1907 historic interior. Through this limited paint finishes investigation, the original color palette included classical colors that related to the Division 1 and 2 Courtrooms, and architectural features of the woodwork and marble features found throughout the building.

The library space is a two story room and the main floor is accessed from the second floor of the building with a gallery at the third floor overlooking the space. The two story book shelves are separated by a glass floor to provide access to the upper portions of the shelving. In addition to studying the main library space (Room 201), the finishes in the adjacent room (Room 228) were also studied at a portion of the ceiling and connecting wall.



Ceiling

The main ceiling of the library consists of five central coffers that are surrounded by a cove ceiling. The original color of the ceiling was finished in a pale raw sienna color, similarly to the Division 1 and 2 courtrooms. This includes the trim and raised mouldings that delineate the coffers.

The ornamental mouldings of the ceiling consist of an acanthus leaf and berry moulding that surround the main coffers of the ceiling and rosettes forming a guilloche pattern accentuate the coffers at the cove ceiling coffers.

At the cove ceiling, however, the fields of the coffers were painted a dark green. By accentuating the coffers with a deeper color, this would have accentuated the height and grandeur of the library ceiling.

Exposure of the pale raw sienna color at the ceiling.

Exposure of the dark green at the cove ceiling.

Exposure at the West Wall cove panel.

Walls

The walls of the library were painted a medium green. Relating to the field in the cove panels, this would have tied the finishes of the ceiling together with the rest of the space.

A running pattern of rosette and leaves encircle the entablature. Currently painted with a bronze painted finish, these ornamental details were originally gilded. The pilaster and column capitals and modillions were also gilded and were, at some point in time, overpainted with the same bronze paint currently seen.

Exposure at the walls.

The rendering of the historic color scheme can be seen in the rendering prepared by Architectural Arts artists (Exhibit B).

RECOMMENDATIONS

1. Prepare full scale mockups of the original decorative scheme in the Library.
    a. Mockups will provide a visual example of the historic treatment in context and allows further exploration in determining the final method of execution of colors and how they will react to modern lighting effects.
    b. Mockups will also establish realistic budgets for executing the reinstatement of the historic palette throughout the space.

Exhibit A Sample Stratigraphy

SAMPLE LOCATIONS
Samples were extracted from the following locations:

No.	Location
A1	Entablature
A2	Entablature
A3	Entablature
A4	Entablature
A5	Entablature
A6	Entablature
A7	Entablature
A8	Entablature
A9	Entablature
A10	Entablature
A11	Entablature
A12	Entablature
A13	Entablature
A15	Entablature
A16	Entablature
A17	Cove Ceiling (Moulding)
A18	Cove Ceiling (Moulding)
A19	Cove Ceiling (Moulding)
A20	Cove Ceiling (Moulding)
A21	Cove Ceiling (Moulding)
A22	Cove Ceiling (Field)

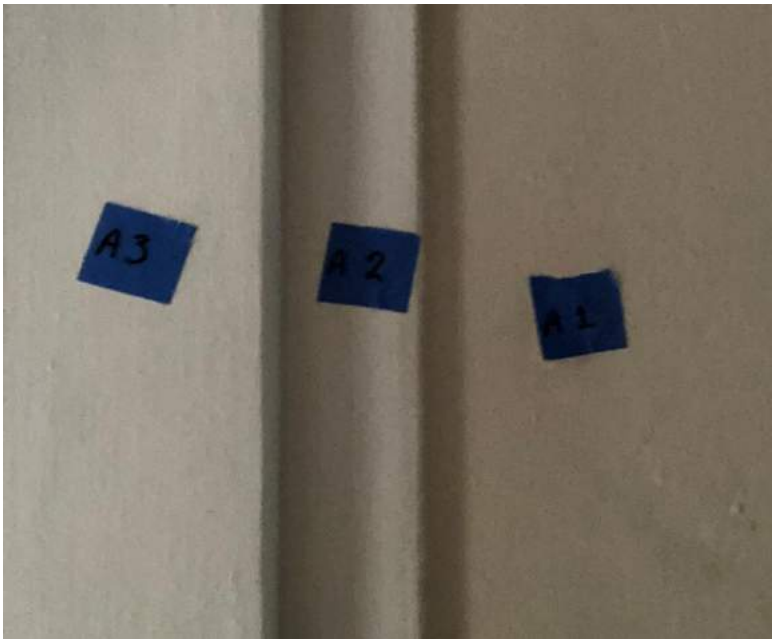
No.	Location
B1	Ceiling (Moulding) – West Elevation
B2	Ceiling (Moulding) – West Elevation
B3	Ceiling (Moulding) – West Elevation
B4	Ceiling (Field) – West Elevation
B5	Ceiling Rib – Guilloche Frame
B6	Ceiling Coffer
B7	Ceiling Coffer
B8	Ceiling Coffer
B9	Ceiling Coffer
B10	Ceiling Coffer
B11	Ceiling Coffer
B12	Ceiling Coffer – Trim at Skylight
B13	Ceiling Coffer – Trim at Skylight

No.	Location
C1	Room 228 Ceiling Coffer
C2	Room 228 Ceiling Coffer
C3	Room 228 Ceiling Coffer
C4	Room 228 Ceiling Coffer

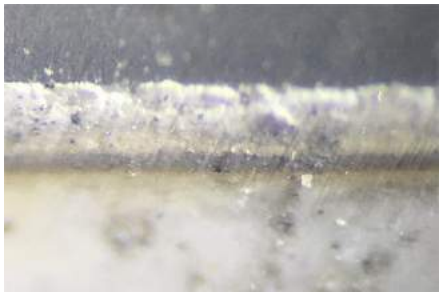
C5	Room 228 Entablature
C6	Room 228 Entablature
C7	Room 228 Ceiling (Moulding)
C8	Room 228 Ceiling (Moulding)
C9	Room 228 Ceiling (Field)
C10	Room 228 Fireplace Panel
C11	Room 228 Fireplace – Moulding
C12	Fireplace – Guilloche Frame
C13	East Passage Entry
C14	East Passage Entry
C15	Library East Wall at Stair
C16	228 West Wall
C17	Fireplace
C18	Fireplace
C19	Fireplace
C20	Fireplace

No.	**Location**
D1	Entry Header
D2	Entry Header
D3	Entry Header
D4	Entry Header
D5	Entry Header
D6	Entry Header
D7	Entry Header
D8	Entry Header
D9	Entry Header
D10	Entry Header
D11	Cartouche Frame
D12	Cartouche Frame
D13	Entablature Soffit
D14	Entablature
D15	Arch Entrado

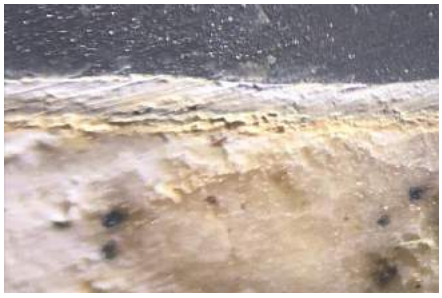
The colors selected in the following stratigraphy analysis are the closest Munsell Color System match. It is possible that, for the execution of the large scale mockup or reinstatement of the historic color scheme, the colors be hand matched and adjusted to account for lighting, etc.



Sample extraction locations (A1, A2, and A3) from the underside of the entablature at the Gallery.



Sample A1 Microphotograph

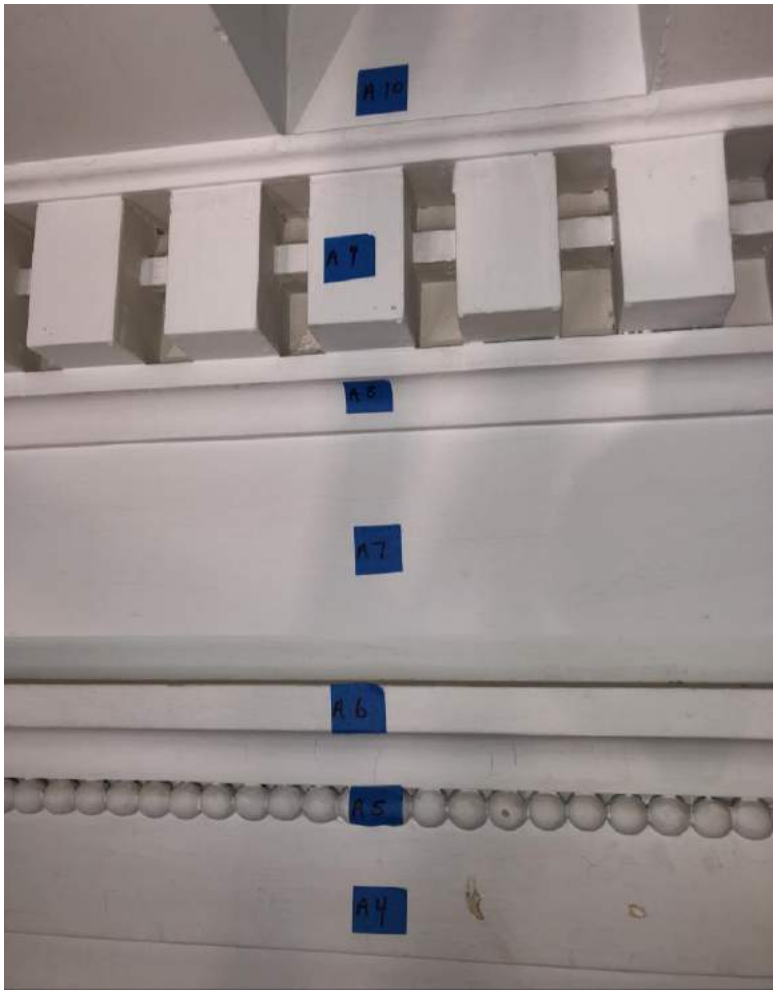


Sample A2 Microphotograph

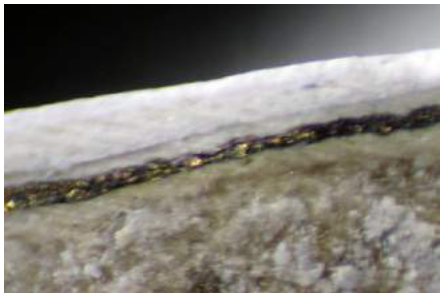
Sample No.: A1	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey/Green		
4	Cream		
5	Cream		Current Presentation

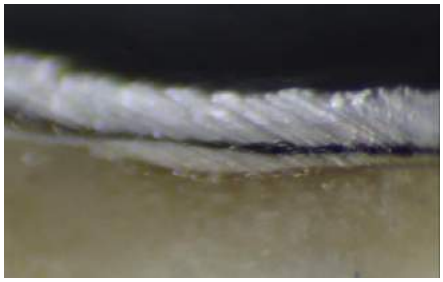
Sample No.: A2	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey/Green		
4	Cream		
5	White		Current Presentation

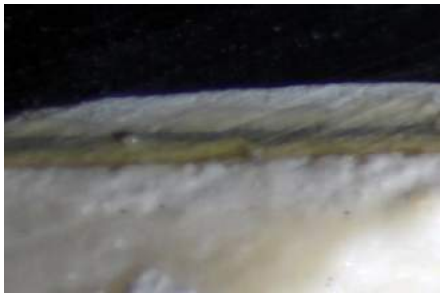
Sample No.: A3	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey/Green		
4	Cream		
5	White		Current Presentation



Sample extraction locations (A4 – A10) from the entablature.


Sample A5 Microphotograph


Sample A6 Microphotograph


Sample A10 Microphotograph

Sample No.: A4	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey/Green		
4	Cream		
5	White		Current Presentation

Sample No.: A5	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Metallic		Original Presentation
3	Cream		
4	Cream		
5	White		Current Presentation

Sample No.: A6	**Location:** Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey/Green		
4	Cream		
5	White		Current Presentation

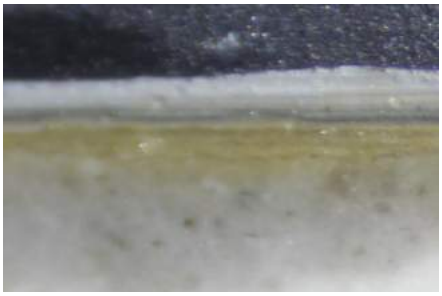
Sample No.: A7	**Location:** Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey/Green		
4	Cream		
5	White		Current Presentation

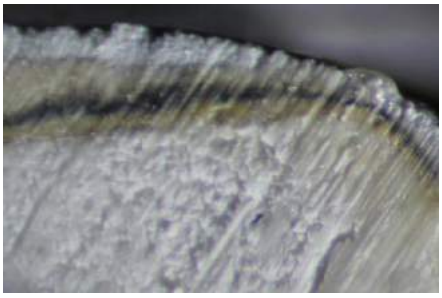
Sample No.: A8	**Location:** Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green		
4	Cream		
5	White		Current Presentation

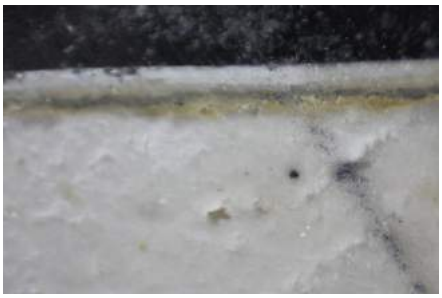
Sample No.: A9	**Location:** Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Metallic		
4	Cream		
5	White		Current Presentation

Sample No.: A10	**Location:** Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Cream		
5	White		Current Presentation

Sample extraction locations (A11 – A15) from the entablature.


Sample A11 Microphotograph


Sample A14 Microphotograph


Sample A15 Microphotograph

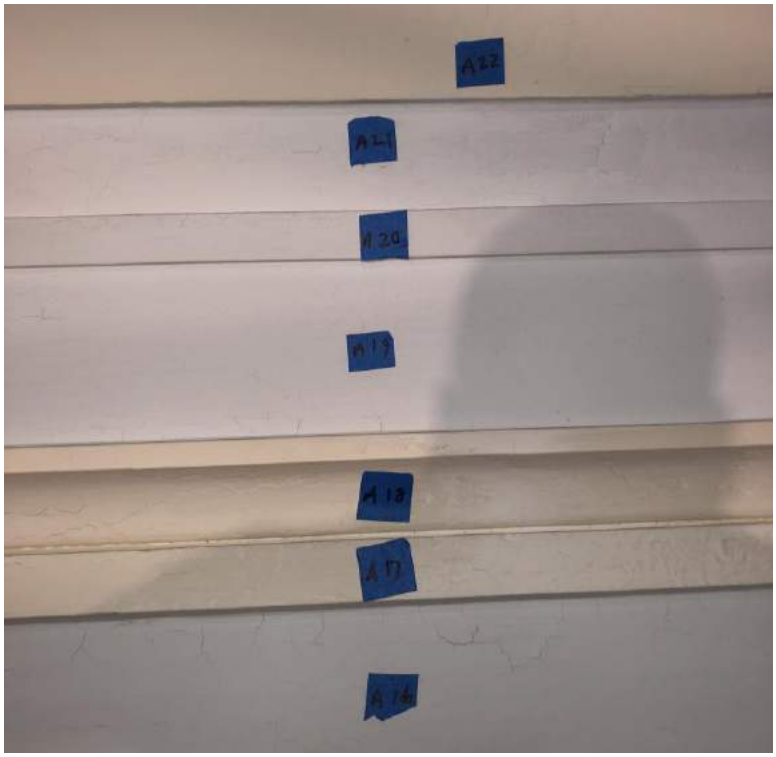
Sample No.: A11	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Cream		
5	White		Current Presentation

Sample No.: A12	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna		
3	Metallic		Original Presentation
4	Cream		
5	White		Current Presentation

Sample No.: A13	**Location:** Entablature	**Substrate:** Plaster
Stratigraphy: PAINT DID NOT ADHERE		

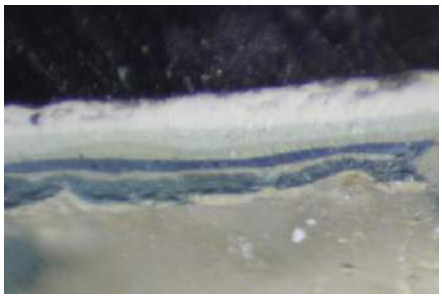
Sample No.: A14	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna		
3	Metallic		Original Presentation
4	Cream		
5	Dirt		
6	White		Current Presentation

Sample No.: A15	**Location:** Entablature		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Cream		
5	White		Current Presentation



Sample extraction locations (A16 – A22) from the entablature.

Sample A20 Microphotograph


Sample A22 Microphotograph

Sample No.: A16	**Location:** Entablature	**Substrate:** Plaster
Stratigraphy: No Viable Information		

Sample No.: A17	**Location:** Cove Ceiling - Moulding	**Substrate:**	Plaster
Stratigraphy: No Viable Information.			

Sample No.:	A18	**Location:**	Cove Ceiling - Moulding	**Substrate:**	Plaster
Stratigraphy: No Viable Information.					

Sample No.:	A19	**Location:**	Cove Ceiling - Moulding	**Substrate:**	Plaster
Stratigraphy: No Viable Information					

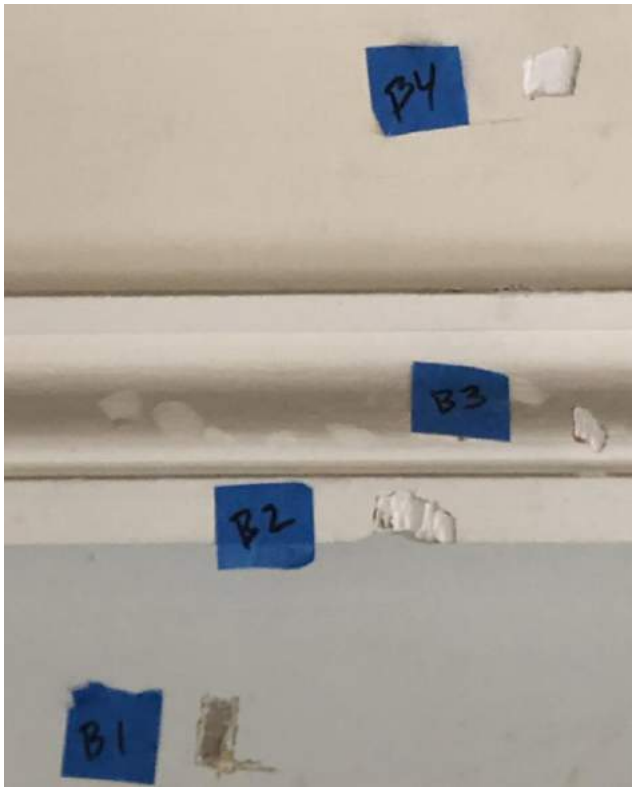
Sample No.:	A20	**Location:**	Cove Ceiling - Moulding	**Substrate:**	Plaster
Stratigraphy					

Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Cream		
5	White		Current Presentation

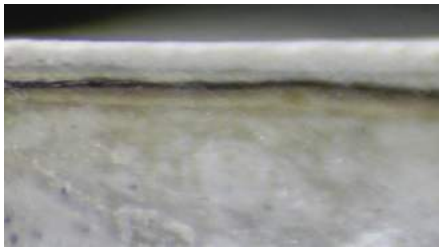
Sample No.:	A21	**Location:**	Cove Ceiling - Moulding	**Substrate:**	Plaster
Stratigraphy: No Viable Information					

Sample No.:	A22	**Location:**	Cove Ceiling - Field	**Substrate:**	Plaster
Stratigraphy					

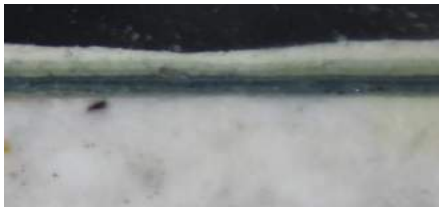
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Dark Green	2.5BG 5/2	Original Presentation
3	Cream		
4	Grey/Blue		
5	Light Green		
6	Pale Green		
7	White		Current Presentation



Sample extraction locations (B1-B4) from the entablature.


Sample B2 Microphotograph

Sample B3 Microphotograph


Sample B4 Microphotograph

Sample No.:	B1	**Location:**	Ceiling Moulding – West Elevation	**Substrate:**	Plaster
Stratigraphy: No Viable Information					

Sample No.: B2		**Location:** Ceiling Moulding – West Elevation	**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna		
3	Metallic		Original Presentation
4	Cream		
5	White		Current Presentation

Sample No.: B3		**Location:** Ceiling Moulding – West Elevation	**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna		
3	Metallic		Original Presentation
4	Cream		
5	White		Current Presentation

Sample No.: B4	**Location:** Ceiling Field – West Elevation	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Dark Green		2.5BG 5/2
3	Medium Green		
4	White		Current Presentation
5			

Sample No.: B5	**Location:** Ceiling Rib – Guilloche Frame	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna		Original Presentation
3	Dark Green		
4	Cream		
5	White		Current Presentation

Sample No.: B6	**Location:** Ceiling Coffer	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer		
2	Pale Raw Sienna	2.5Y 8/4	
3	Pale Green		
4	Dirt		
5	Cream		
6	White		Current Presentation

Sample No.: B7	**Location:** Ceiling Coffer	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Cream		
5	White		Current Presentation

Sample No.: B8	**Location:** Ceiling Coffer	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Cream		
5	White		Current Presentation

Sample No.: B9	**Location:** Ceiling Coffer	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	White		Current Presentation

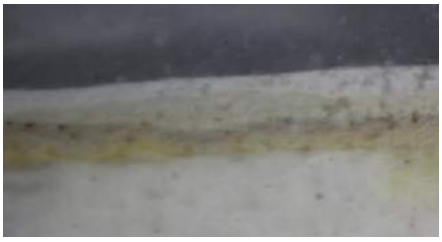
Sample No.: B10	**Location:** Ceiling Coffer	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Cream		
5	White		Current Presentation

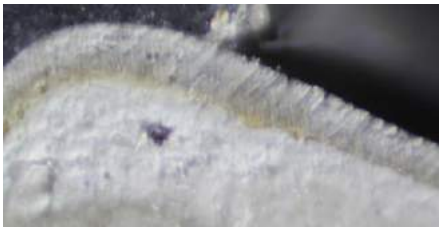
Sample No.: B11	**Location:** Ceiling	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green/Grey		
4	Clean		
5	White		Current Presentation

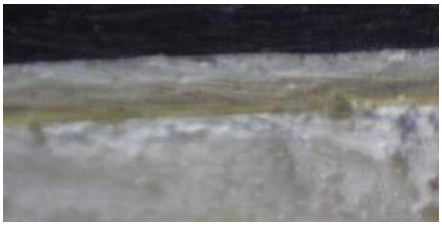
Sample No.: B12	**Location:** Ceiling Coffer – Trim at Skylight	**Substrate:** Wood
Stratigraphy: No Viable Information		

Sample No.: B13	**Location:** Ceiling Coffer – Trim at Skylight	**Substrate:** Wood
Stratigraphy: No Viable Information		

Sample extraction locations (C1-C9) from the entablature.


Sample C1 Microphotograph


Sample C6 Microphotograph


Sample C9 Microphotograph

Sample No.: C1	**Location:** Room 228 Ceiling Coffer		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		Current Presentation

Sample No.: C2	**Location:** Room 228 Ceiling Coffer		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Dirt		
5	White		Current Presentation

Sample No.: C3	**Location:** Room 228 Ceiling Coffer		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Metallic		Original Presentation
3	Cream		
4	White		

Sample No.: C4	**Location:** Room 228 Ceiling Coffer	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		Current Presentation

Sample No.: C5	**Location:** Room 228 Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		Current Presentation

Sample No.: C6	**Location:** Room 228 Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Pale Green		
4	Cream		
5	White		Current Presentation

Sample No.: C7	**Location:** Room 228 Ceiling (Moulding)	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		Current Presentation

Sample No.: C8	**Location:** Room 228 Ceiling (Moulding)	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Dirt		
4	Green		
5	Cream		
6	White		Current Presentation

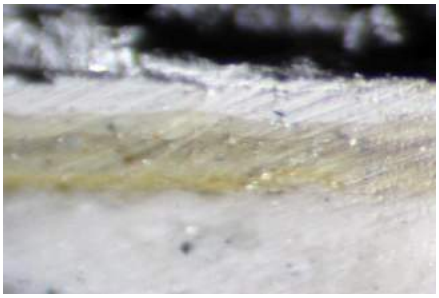
Sample No.: C9	**Location:** Room 228 Ceiling (Field)		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		Current Presentation

Sample No.: C10	**Location:** Room 228 Fireplace Panel		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Grey		
5	Cream		
6	White		Current Presentation

Sample No.: C11	**Location:** Room 228 Fireplace Moulding		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Pale Green		
5	White		Current Presentation

Sample No.: C12	**Location:** Fireplace Guilloche Frame		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Green		
5	Cream		
6	White		Current Presentation
Sample No.: C13	**Location:** East Passage Entry		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		Current Presentation

Sample extraction locations (C1-C9) from the entablature.


Sample C13 Microphotograph

Sample No.:	C14	**Location:**	East Passage Entry	**Substrate:**	Plaster
Stratigraphy: No Viable Information					

Sample No.: C15	**Location:** Library East Wall at Stair	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey/Green		
4	Pale Green		
5	White		Current Presentation

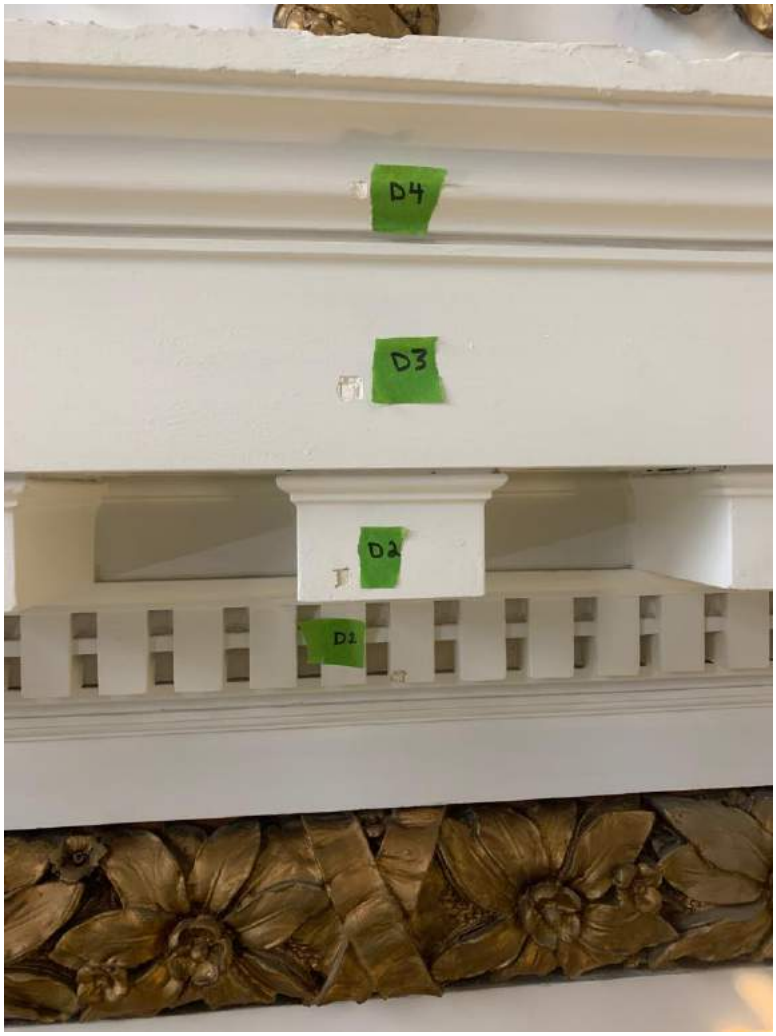
Sample No.: C16	**Location:** Room 228 West Wall	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Medium Green	10Y 6/2	
3	Grey/Green		
4	Pale Green		
5	White		Current Presentation

Sample No.: C17	**Location:** Fireplace	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey		
4	Cream		
5	White		Current Presentation

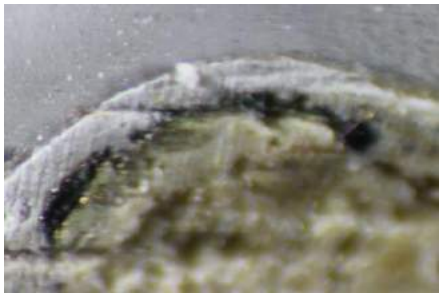
Sample No.: C18	**Location:** Fireplace		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		Current Presentation

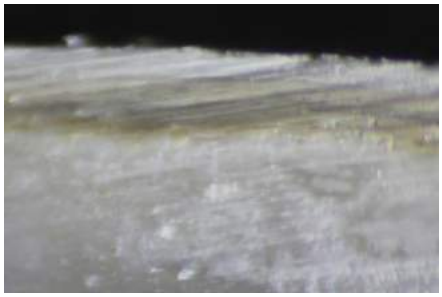
Sample No.: C19	**Location:** Fireplace		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Cream		
4	Grey		
5	Cream		
6	White		Current Presentation

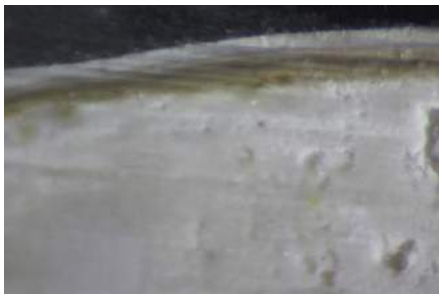
Sample No.: C20	**Location:** Fireplace		**Substrate:** Plaster
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey		
4	Cream		
5	White		Current Presentation



Sample extraction locations (B1-B4) from the entablature.


Sample D1 Microphotograph


Sample D3 Microphotograph


Sample D4 Microphotograph

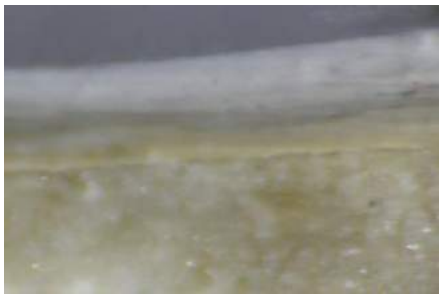
Sample No.: D1	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Metallic		Original Presentation
3	Cream		
4	White		Current Presentation

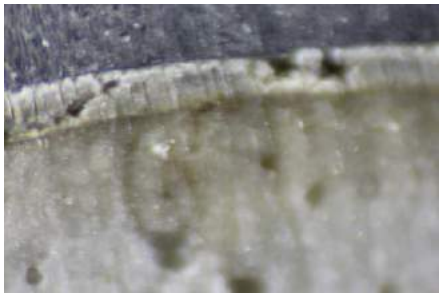
Sample No.: D2	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey		
4	Cream		
5	White		Current Presentation

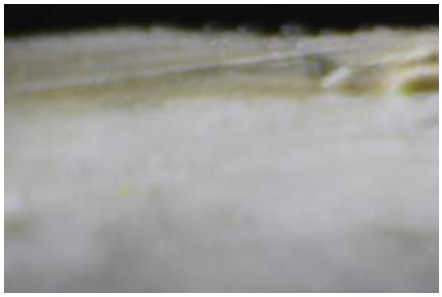
Sample No.: D3	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey		
4	Cream		
5	White		Current Presentation

Sample No.: D4	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey		
4	Cream		
5	White		Current Presentation

Sample extraction locations (D5-D10) from the entry header.


Sample D5 Microphotograph


Sample D6 Microphotograph


Sample D8 Microphotograph

Sample No.: D5	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Green		
4	Cream		
5	White		Current Presentation

Sample No.: D6	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Medium Green	10Y 6/2	Original Presentation
3	Cream		
4	White		Current Presentation

Sample No.: D7	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Grey		
4	Cream		
5	White		Current Presentation

Sample No.: D8	**Location:** Entry Header	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Beige		
4	Grey		
5	Cream		
6	White		Current Presentation

Sample No.: D9	**Location:** Entry Header	**Substrate:** Plaster
Stratigraphy: No Viable Information		

Sample No.: D10	**Location:** Entry Header	**Substrate:** Plaster
Stratigraphy: No Viable Information		

Sample No.: D11	**Location:** Cartouche Frame	**Substrate:** Plaster
Stratigraphy: No Viable Information		

Sample No.: D12	**Location:** Cartouche Frame	**Substrate:** Wood	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Medium Green		
4	Cream		
5	White		Current Presentation

Sample No.: D13	**Location:** Entablature Soffit	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Dark Green		
4	Medium Green		
5	White		Current Presentation

Sample No.: D14	**Location:** Entablature	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Medium Green		
4	Cream		
5	White		Current Presentation

Sample No.: D15	**Location:** Arch Entrado	**Substrate:** Plaster	
Stratigraphy			
Layer #	Color Name	Munsell #	Notes
1	Primer/Size		
2	Pale Raw Sienna	2.5Y 8/4	Original Presentation
3	Blush		
4	Cream		
5	White		
6	Purple		Current Presentation

10Y 6/2 - Wall

Architectural Arts
CONSERVATION

SHERWIN-WILLIAMS 5380 06/11/19
860-621-5396 OrderN 0095366

INTERIOR ARCHITECTURAL
COLOR TO GO LATEX
SATIN IFC 7012NP

MATCH

CUSTOM SHER-COLOR MATCH

CCE*COLORANT	OZ	32	64	128
B1-Black	-	18	-	1
G2-New Green	-	1	-	1
Y3-Deep Gold	-	32	-	1

QUART EXTRA WHITE
A91W00451 650955941

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

0095366-001

21a

2.5Y 8/4 - Ceiling

Architectural Arts
CONSERVATION

SHERWIN-WILLIAMS 5380 06/11/19
860-621-5396 Order# 0095366

INTERIOR ARCHITECTURAL
COLOR TO GO LATEX
SATIN IFC 7012NP

MATCH

CUSTOM SHER-COLOR MATCH

CCE*COLORANT	OZ	32	64	128
B1-Black	-	-	1	1
R2-Maroon	-	-	-	1
Y3-Deep Gold	-	15	-	1

QUART EXTRA WHITE
A91W00451 650955941

Non Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

0095366-003

21a

2.5 BG 5/2 - Panel

Architectural Arts
CONSERVATION

SHERWIN-WILLIAMS 5380 06/11/19
860-621-5396 Order# 0095366

INTERIOR ARCHITECTURAL
COLOR TO GO LATEX
SATIN IFC 7012NP

MATCH

CUSTOM SHER-COLOR MATCH

CCE*COLORANT	OZ	32	64	128
W1-White	-	29	-	1
B1-Black	-	25	1	-
G2-New Green	-	15	1	-
Y3-Deep Gold	-	9	1	1

QUART DEEP
A91W00453 650955958

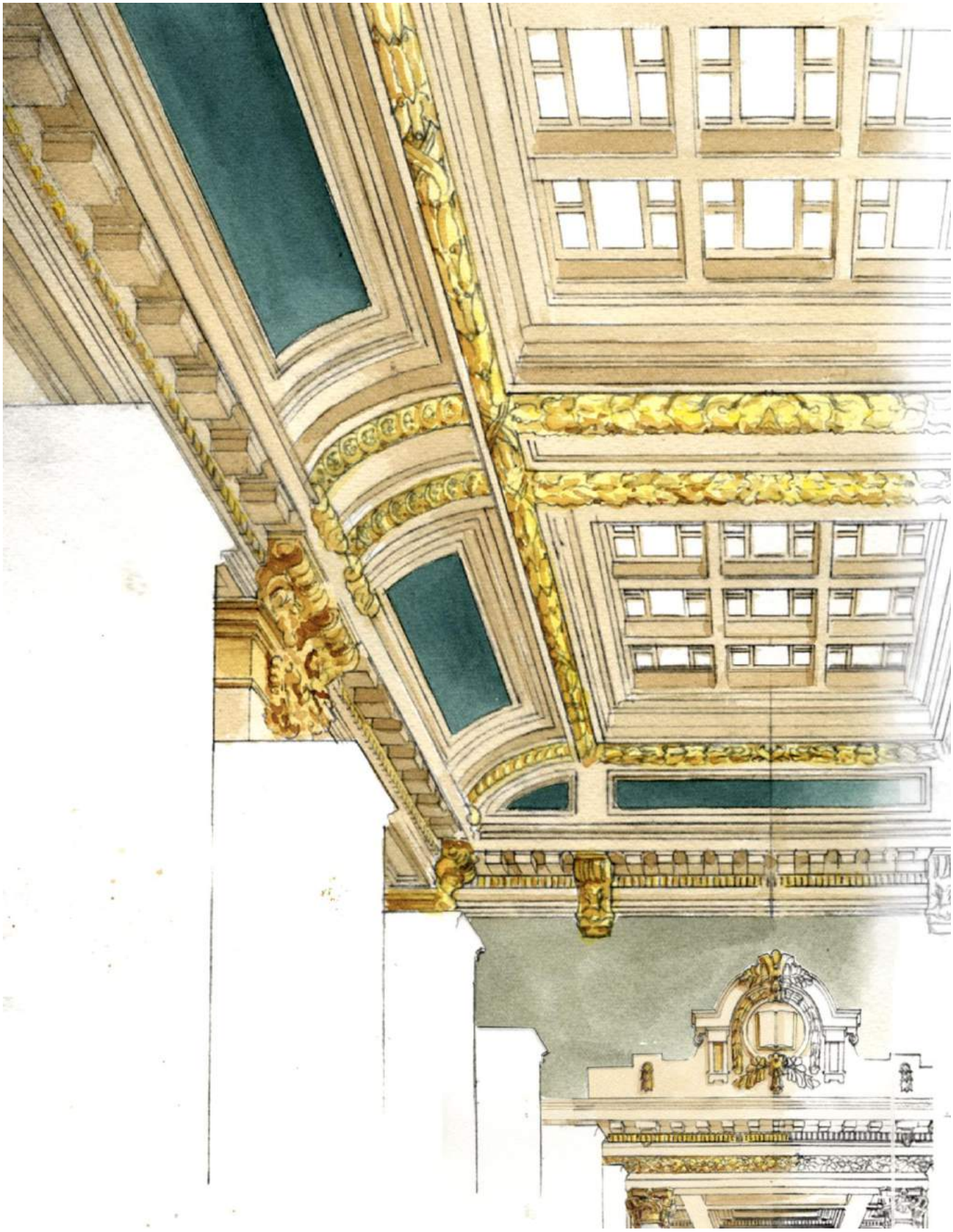
Non Returnable Tinted Color

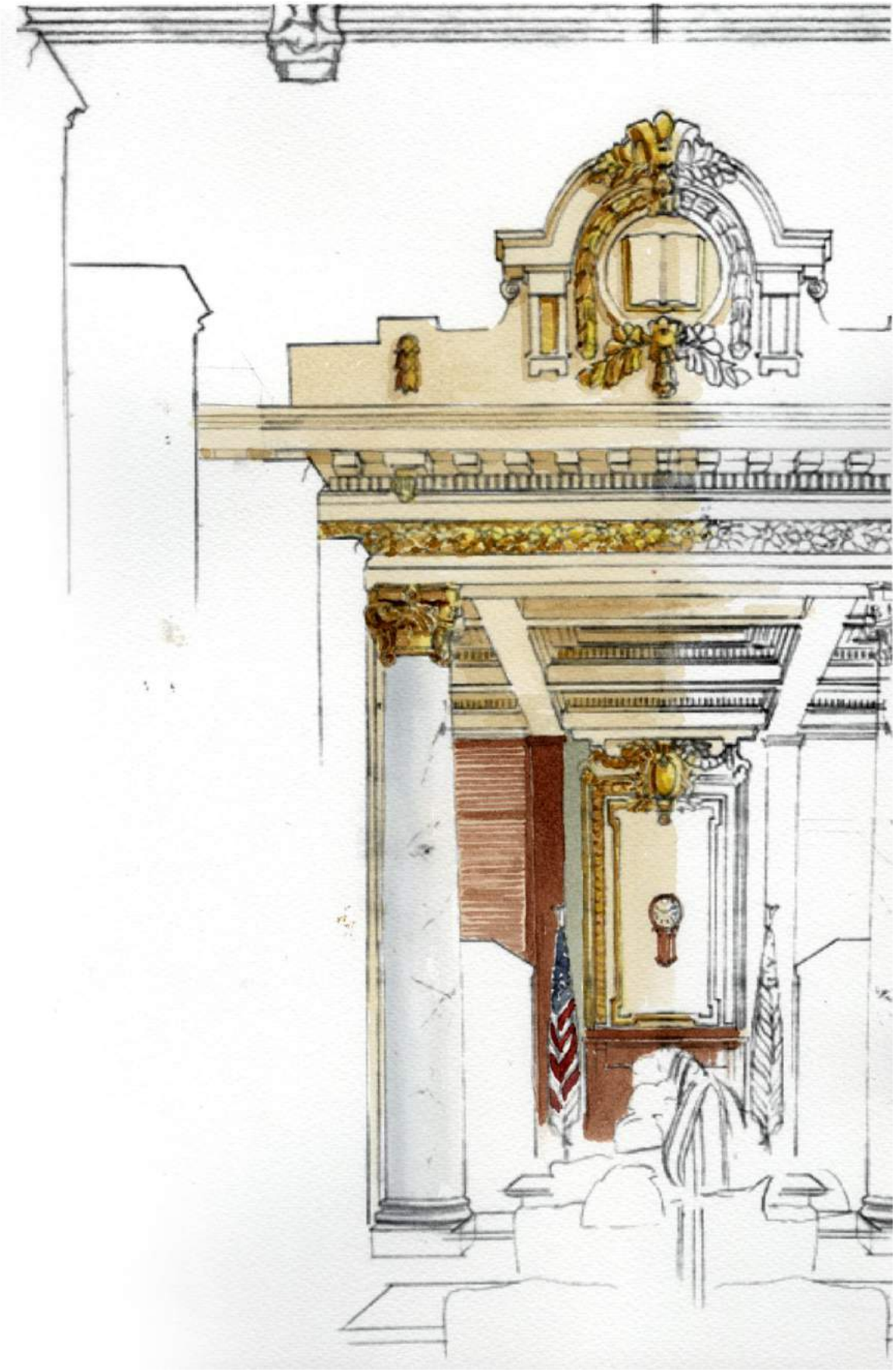
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

0095366-002

21c-2.5

Exhibit B Historic Color Scheme Rendering





THIS PAGE INTENTIONALLY LEFT BLANK