PROJECT MANUAL FOR: SINCLAIR SCHOOL OF NURSING INTERIOR DEMOLITION

PROJECT NUMBER: CP181392

AT
UNIVERSITY OF MISSOURI - COLUMBIA
COLUMBIA, MISSOURI

FOR:

THE CURATORS OF THE UNIVERSITY OF MISSOURI

PREPARED BY:
INTERNATIONAL ARCHITECTS ATELIER
912 BROADWAY, SUITE 300
KANSAS CITY, MISSOURI 64105
PH: 816-471-6522

DATE: AUGUST 1, 2019
I, Majid Amirahmadi hereby certify that these Drawings and/or Specifications, with the exception of Specification Sections 020810 and 028233 (they being the work of others), have been prepared by me, or under my supervision. I further certify that to the best of my knowledge these Drawings and/or Specifications are as required by and in compliance with Building Codes of the University of Missouri.

Signature: ______________________________________

8-1-2019
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ADVERTISEMENT FOR BIDS

Sealed bids for:

SINCLAIR SCHOOL OF NURSING –
INTERIOR DEMOLITION
UNIVERSITY OF MISSOURI
COLUMBIA, MISSOURI
PROJECT NUMBER: CP181392

CONSTRUCTION ESTIMATE $585,000 - $650,000

will be received by the Curators of the University of Missouri, Owner, at Campus Facilities, Planning, Design & Construction, Room L100 (Front Reception Desk), General Services Building, University of Missouri, Columbia, Missouri 65211, until 1:30 p.m., C.T., August 29, 2019 and then immediately opened and publicly read aloud.

Drawings, specifications, and other related contract information may be obtained at http://operations-webapps.missouri.edu/pdc/adsite/ad.html. Electronic bid sets are available at no cost and may be printed as desired by the plan holders. No paper copies will be issued. If paper copies are desired, it is the responsibility of the user to print the files or have them printed. Questions should be directed to the office of Planning, Design & Construction at (573) 882-0455.

Questions regarding the scope of work should be directed to Majid Amirahmadi with International Architects Atelier at (816) 471-6522 or majid@i-a-a.com. Questions regarding commercial conditions should be directed to Pam Eugster at (573) 882-1444 or eugsterpj@missouri.edu.

Information regarding bid results will be available the day following the bid opening by calling (573) 882-6894.

A prebid meeting will be held at 9:30 a.m., C.T., August 15, 2019 in the General Services Bldg., Rm 194A, University of Missouri, Columbia, Missouri, followed by a walk-through at the site. All interested bidders are invited to attend this meeting. A walk-through of the project may be scheduled by contacting the Prebid Inspection Guide at (573) 882-2228 prior to August 16, 2019. Appointments for site visits will not be available after August 16, 2019.

A Diversity Participation goal of 10% MBE and 3% SDVE and 10% Combined WBE, DBE, Veteran Owned Business has been established for this contract.

The Owner reserves the right to waive informalities in bids and to reject any and all bids.

Individuals with special needs as addressed by the Americans with Disabilities Act may contact (573) 882-1133.

Advertisement Date: August 1, 2019

Gary Ward
Vice Chancellor of Operations & Chief Operating Officer
University of Missouri
SECTION 1.A

BID FOR LUMP SUM CONTRACT

Date: ______________________________

BID OF ________________________________ (hereinafter called "Bidder") a corporation* organized and existing under laws of the State of ________________________________

a partnership* consisting of ____________________________________________,

an individual* trading as ____________________________________________,

a joint venture* consisting of ____________________________________________.

*Insert Corporation(s), partnership or individual, as applicable.

TO: Curators of the University of Missouri
c/o Associate Vice Chancellor – Facilities
Room L100, General Services Building
University of Missouri – Columbia
Columbia, MO 65211

1. Bidder, in compliance with invitation for bids for construction work in accordance with Drawings and Specifications prepared by INTERNATIONAL ARCHITECTS ATELIER, entitled "SINCLAIR SCHOOL OF NURSING INTERIOR DEMOLITION", project number CP181392, dated AUGUST 1, 2019 having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri’s tax exemption status, incurred in performing work required under Contract documents, of which this Bid is a part.

Bidder acknowledges receipt of following addenda:

Addendum No. __________________ Dated __________________
Addendum No. __________________ Dated __________________
Addendum No. __________________ Dated __________________
Addendum No. __________________ Dated __________________

2. In following Bid(s), amount(s) shall be written in both words and figures. In case of discrepancy between words and figures, words shall govern.

3. BID PRICING
a. Base Bid:
The Bidder agrees to furnish all labor, materials, tools, and equipment required to demolish all existing interior construction and abate all hazardous materials; all as indicated on the Drawings and described in these Specifications for sum of:

DOLLARS ($______________________).

b. Unit Prices:

(1) For changing specified quantities of work from those indicated by Contract Drawings and Specifications, upon written instructions of Owner, the following Unit Prices shall prevail in accordance with General Conditions.
(2) The following Unit Prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover all work.

(3) The following Unit Prices are required where applicable to particular Base Bid and/or Alternate being submitted.

(4) Only a single Unit Price shall be given and it shall apply for either MORE or LESS work than that indicated on Drawings and called for in Specifications as indicated to be included in Base Bid and/or Alternates. In the event that more or less units than so indicated is actually furnished, Change Orders will be issued for increased or decreased amounts as approved by the Owner.

(5) Bidder understands that the Owner will not be liable for any Unit Price or any amount in excess of Base Bid and any Alternate(s) accepted at time of award of Contract, except as expressed in written Change Orders duly executed and delivered by Owner's Representative.

FILL IN ONLY ONE PRICE PER LINE

(6) Abatement of spray-on ACM from coffered concrete ceilings/s.f.
Base Bid quantity = 54,971 s.f. $_____/s.f.

(7) Abatement of asbestos-containing flooring system, including floor tile, adhesive mastic, and floor leveler/s.f.
Base Bid quantity = 3,280 s.f. $_____/s.f.

(8) Abatement of asbestos-containing ductwork skin/s.f.
Base Bid quantity = 728 s.f. $_____/s.f.

(9) Abatement of asbestos-containing transite wall panels/s.f.
Base Bid quantity = 2,150 s.f. $_____/s.f.

4. PROJECT COMPLETION

a. Contract Period - Contract period begins on the day the Contractor receives unsigned Contract, Performance Bond, Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Bidder agrees to complete project between December 9, 2019 and March 31, 2020. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder.

b. Commencement - Contractor agrees to commence work on this project after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed Contract documents listed in paragraph 4.a. above.

c. Special scheduling requirements:
   (2) Owner will be in the building removing Owner salvaged items between 12/9/19 and 12/13/19.

5. SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:
NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each shall be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid For Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If acceptance/non-acceptance of Alternates will affect designation of a subcontractor, Bidder shall provide information, for each affected category, with this bid form. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state. The bidder may petition the Owner to change a listed subcontractor only within 48 hours of the bid opening. See Information For Bidders Section 16 List of Subcontractors for requirements.

<table>
<thead>
<tr>
<th>Work to be performed</th>
<th>Subcontractor Name, City, State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abatement</td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
</tr>
</tbody>
</table>

6. SUPPLIER DIVERSITY PARTICIPATION GOALS

a. The Contractor shall have as a goal, subcontracting with Minority Business Enterprise (MBE) of ten percent (10%), with Service Disabled Veteran Owned Business (SDVE) of three percent (3%); and with Women Business Enterprise (WBE), Disadvantage Business Enterprise (DBE), and/or Veteran Owned Business of ten percent (10%) of awarded contract price for work to be performed.

b. Requests for waiver of this goal shall be submitted on the attached Application For Waiver form. A determination by the Director of Facilities Planning & Development, UM, that a good faith effort has not been made by Contractor to achieve above stated goal may result in rejection of bid.

c. The Undersigned proposes to perform work with following Supplier Diversity participation level:

MBE PERCENTAGE PARTICIPATION: __________________ percent (_______ %)
SDVE PERCENTAGE PARTICIPATION: ___________ percent (______ %)
WBE, DBE, and/or VETERAN PERCENTAGE PARTICIPATION: ___________ percent (______ %)

d. A Supplier Diversity Compliance Evaluation form shall be submitted with this bid for each diverse subcontractor to be used on this project.

7. BIDDER'S ACKNOWLEDGMENTS

a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required thereunder, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.

b. Bidder agrees that bid shall not be withdrawn for a period of ninety (90) days after scheduled
c. Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in bidding.

d. Accompanying the bid is a bid bond, or a certified check, or an irrevocable letter of credit, or a cashier's check payable without condition to "The Curators of the University of Missouri" which is an amount at least equal to five percent (5%) of amount of largest possible total bid herein submitted, including consideration of Alternates.

e. Accompanying the bid is a Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. Owner does not maintain Bidder's Statements of Qualifications on file.

f. It is understood and agreed that bid security of two (2) lowest and responsive Bidders will be retained until Contract has been executed and an acceptable Performance Bond and Payment Bond has been furnished. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance/Payment Bond as required by Contract Documents, accompanying bid security will be realized upon or retained by Owner. Otherwise, the bid security will be returned to the undersigned.

8. BIDDER'S CERTIFICATE

Bidder hereby certifies:

a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.

b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

c. He has not solicited or induced any person, firm or corporation to refrain from bidding.

d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.

e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.

f. By virtue of policy of the Board of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined or grown within the State of Missouri. By virtue of policy of the Board of Curators, preference will also be given to all Missouri firms, corporations, or individuals, all as more fully set forth in "Information For Bidders."
9. **BIDDER'S SIGNATURE**

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
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<tr>
<td>Company Name</td>
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<tr>
<td>Mailing Address</td>
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<td>City, State, Zip</td>
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<tr>
<td>Phone No.</td>
<td>Federal Employer ID No.</td>
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<td>Fax No.</td>
<td>E-Mail Address</td>
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Circle one: Individual  Partnership  Corporation  Joint Venture

| If a corporation, incorporated under the laws of the State of ________ |
| Licensed to do business in the State of Missouri? ____yes  ____no |

(Each Bidder shall complete bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Bidder's Statement of Qualifications.")

**END OF SECTION**
Submit with Bid for Lump Sum Contract in separate envelope appropriately labeled. Attach additional sheet if necessary.

1. **Company Name**

   Phone# __________________________ Fax #: __________________________

   Address __________________________

2. **Number of years in business _____.** If not under present firm name, list previous firm names and types of organization.

3. **List contracts on hand (complete the following schedule, include telephone number).**

<table>
<thead>
<tr>
<th>Project &amp; Address</th>
<th>Owner/Owner's Representative</th>
<th>Phone Number</th>
<th>Architect</th>
<th>Amount of your Contract</th>
<th>Percent Completed</th>
</tr>
</thead>
</table>

4. **General character of work performed by your company personnel.**

5. **List important projects completed in the last five (5) years on a type similar to the work now bid for, including approximate cost and telephone number.**

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<th>Project &amp; Address</th>
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6. **Other experience qualifying you for the work now bid.**

7. **No default has been made in any contract complete or incomplete except as noted below:**
   (a) **Number of contracts on which default was made**
   (b) **Description of defaulted contracts and reason therefor**

8. (a) **Have you or your company participated in any contract subject to an equal opportunity clause similar to that described in the General Conditions?**

   Yes ______  No ______

   (b) **Have you filed all required compliance reports?**

   Yes ______  No ______
(c) Is fifty percent or more of your company owned by a minority?
Yes ______ No ______

(d) Is fifty percent or more of your company owned by a woman?
Yes ______ No ______

(e) Is fifty percent or more of your company owned by a service disabled veteran?
Yes ______ No ______

(f) Is fifty percent or more of your company owned by a veteran?
Yes ______ No ______

(g) Is your company a Disadvantaged Business Enterprise?
Yes ______ No ______

9. Have you or your company been suspended or debarred from working at any University of Missouri campus?
Yes ______ No ______ (If the answer is "yes", give details.)

________________________________________________________________________

10. Have any administrative or legal proceedings been started against you or your company alleging violation of any wage and hour regulations or laws?
Yes ______ No ______ (If the answer is "yes", give details.)

________________________________________________________________________

11. Workers Compensation Experience Modification Rates (last 3 yrs): ______ / ______ / ______

Incidence Rates (last 3 years): ______ / ______ / ______

12. List banking references.

________________________________________________________________________

13. (a) Do you have a current confidential financial statement on file with Owner?
Yes ______ No ______ (If not, and if desired, Bidder may submit such statement with bid, in a separate sealed and labeled envelope.)

(b) If not, upon request will you file a detailed confidential financial statement within three (3) days?
Yes ______ No ______

Dated at __________________________ this __________ day of ________________________ 20____

________________________________________________________________________

Name of Organization

________________________________________________________________________

Signature

________________________________________________________________________

Printed Name

________________________________________________________________________

Title of Person Signing

END OF SECTION
UNIVERSITY OF MISSOURI
BIDDER'S STATEMENT OF QUALIFICATIONS FOR ASBESTOS ABATEMENT

Submit with Bid for Lump Sum Contract in separate envelope appropriately labeled. Attach additional sheet if necessary.

1. Company Name _______________________________ Phone# ____________________
   Address _____________________________________________________________________

2. State of Missouri Registration number ________________________________

3. Number of years in business _____ If not under present firm name, list previous firm names and types of organization.

4. List contracts on hand (complete the following schedule, include telephone number).

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7. Other experience qualifying you for the work now bid.

8. No default has been made in any contract complete or incomplete except as noted below:
   (a) Number of contracts on which default was made _____________________________
   (b) Description of defaulted contracts and reason therefor ___________________

9. (a) Have you or your company participated in any contract subject to an equal opportunity clause similar to that described in the General Conditions?
    Yes _____ No _____
   (b) Have you filed all required compliance reports?
    Yes _____ No _____
(c) Is fifty percent or more of your company owned by a minority?
Yes   No

(d) Is fifty percent or more of your company owned by a woman?
Yes   No

(e) Is fifty percent or more of your company owned by a service disabled veteran?
Yes   No

(f) Is fifty percent or more of your company owned by a veteran?
Yes   No

(g) Is your company a Disadvantaged Business Enterprise?
Yes   No

10. Have you or your company been suspended or debarred from working at any University of Missouri campus?
Yes   No   (If the answer is "yes", give details.)

11. Have any administrative or legal proceedings been started against you or your company alleging violation of any wage and hour regulations or laws?
Yes   No   (If the answer is "yes", give details.)

12. Workers Compensation Experience Modification Rates (last 3 yrs): / / 
Incidence Rates (last 3 years): / / 

13. List banking references.

14. (a) Do you have a current confidential financial statement on file with Owner?
Yes   No   (If not, and if desired, Bidder may submit such statement with bid, in a separate sealed and labeled envelope.)

(b) If not, upon request will you file a detailed confidential financial statement within three (3) days?
Yes   No

Dated at this day of 20

Name of Organization

Signature

Printed Name

Title of Person Signing

END OF SECTION
SUPPLIER DIVERSITY COMPLIANCE EVALUATION FORM

This form shall be completed by Bidders and submitted with the Bidder's Statement of Qualifications form for each diverse firm who will function as a subcontractor on the contract.

The undersigned submits the following data with respect to this firm's assurance to meet the goal for Supplier Diversity participation.

I. Project:

________________________________________________________________________

II. Name of General Contractor:

________________________________________________________________________

III. Name of Diverse Firm:

________________________________________________________________________
Address: ________________________________________________________________
Phone No.: ___________________________ Fax No.: _____________________________
Status (check one) MBE _____ WBE _____ Veteran_____ Service Disabled Veteran_____ DBE______

IV. Describe the subcontract work to be performed. (List Base Bid work and any Alternate work separately):

Base Bid: _______________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

V. Dollar amount of contract to be subcontracted to the Diverse firm:

Base Bid: _______________________________________________________________

Alternate(s), (Identify separately): ___________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

VI. Is the proposed subcontractor listed in the Directory of M/W/DBE Vendors, Directory of Serviced Disabled Veterans and/or the Directory of Veterans maintained by the State of Missouri?

Yes _____ No _____
Is the proposed subcontractor certified as a diverse supplier by any of the following: federal government agencies, state agencies, State of Missouri city or county government agencies, Minority and/or WBE certifying agencies?

Yes _____ No _____ If yes, please provide details and attach a copy of the certification.

Does the proposed subcontractor have a signed document from their attorney certifying the Supplier as a Diverse and meeting the 51% owned and committed requirement?

Yes _____ No _____ If yes, please attach letter.

Signature: __________________________

Name: _______________________________

Title: _______________________________

Date: _______________________________
APPLICATION FOR WAIVER

This form shall be completed and submitted with the Bidder's Statement of Qualifications. Firms wishing to be considered for award are required to demonstrate that a good faith effort has been made to include diverse suppliers. This form will be used to evaluate the extent to which a good faith effort has been made. The undersigned submits the following data with respect to the firm's efforts to meet the goal for Supplier Diversity Participation.

1. List pre-bid conferences your firm attended where Supplier Diversity requirements were discussed.

2. Identify advertising efforts undertaken by your firm which were intended to recruit potential diverse subcontractors for various aspects of this project. Provide names of newspapers, dates of advertisements and copies of ads that were run.

3. Note specific efforts to contact in writing those diverse suppliers capable of and likely to participate as subcontractors for this project.

4. Describe steps taken by your firm to divide work into areas in which diverse suppliers/contractors would be capable of performing.

5. What efforts were taken to negotiate with prospective diverse suppliers/contractors for specific sub-bids? Include the names, addresses, and telephone numbers of diverse suppliers/contractors contacted, a description of the information given to diverse suppliers/contractors regarding plans and specifications for the assigned work, and a statement as to why additional agreements were not made with diverse suppliers/contractors.

6. List reasons for rejecting a diverse supplier/contractor which has been contacted.
8. Describe the follow-up contacts with diverse suppliers/contractors made by your firm after the initial solicitation.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

9. Describe the efforts made by your firm to provide interested diverse suppliers/contractors with sufficiently detailed information about the plans, specifications and requirements of the contract.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

10. Describe your firm's efforts to locate diverse suppliers/contractors.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Based on the above stated good faith efforts made to include supplier diversity, the bidder hereby requests that the original supplier diversity percentage goal be waived and that the percentage goal for this project be set at ________ percent.

The undersigned hereby certifies, having read the answers contained in the foregoing Application for Waiver, that they are true and correct to the best of his/her knowledge, information and belief.

Signature____________________________________________________________

Name_______________________________________________________________

Title_______________________________________________________________

Company__________________________________________________________

Date_______________________________________________________________
AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of ____________________________ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or directly to the Contracting Officer current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the project, the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

Note - If, after filing this information and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the Director of Facilities Planning and Development of the change either through the prime contractor or directly.

Signature

Name

Title

Date

Corporate Seal (where appropriate)

Date

State of

County of

On this ______________________ day of ______________________, 19__, before me appeared (name) ______________ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)

______________________________

to execute the affidavit and did so as his or her own free act and deed.

(Seal)

Notary Public

Commission expires
AFFIDAVIT FOR AFFIRMATIVE ACTION

State of Missouri )
County of ) ss.

________________________________________ First being duly sworn on his/her oath
states: that he/she is the (sole proprietor, partner, or officer) of _______________________

________________________________________ a (sole proprietorship, partnership, corporation), and as such (sole proprietor, partner, or officer) is
duly authorized to make this affidavit on behalf of said (sole proprietorship, partnership, corporation); that under the contract
known as “_________” Project No. ______________ less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative
Action requirements as set forth in the "Nondiscrimination in Employment Equal Opportunity," Supplemental Special
Conditions, and Article 13 in the General Conditions do not apply.

________________________________________

Subscribed and sworn before me this ___________ day of _______________________, 19________.

My commission expires _______________________, 19________.
CERTIFYING SUPPLIER DIVERSITY AGENCIES

Diverse firms are defined in General Conditions Articles 1.1.7 and those businesses must be certified as disadvantaged by an approved agency. The Bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a diverse firm by the Owner.

St. Louis Development Corporation
1520 Market St., Ste. 2000
St. Louis, MO 63103
P: 314.982.1400
W: www.stlouis-mo.gov/sldc/

Bi-State Development
211 N. Broadway, Ste. 700
St. Louis, MO 63102
P: 314.982.1400
W: www.metrostlouis.dbesystem.com

St. Louis Minority Business Council
211 N. Broadway, Ste. 1300
St. Louis, MO 63102
P: 314.231.5555
W: www.slmbc.org

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
1222 Spruce Street, Suite 10.103
St. Louis, MO 63101
P: 314.539.6600
W: www.sba.gov

Lambert St. Louis International Airport
Business Diversity Development Office
11495 Navaid
Bridgeton, MO 63044
P: 314-426-8111

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
P: 816.513.1836
W: kcmohrd.mwdbce.com/?TN=kcmohrd

Mid-States Minority Supplier Development Council
505 N. 7th Street, Ste. 1820
St. Louis, MO 63101
P: 314.278.5616
W: midstatesdc.org

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
1000 Walnut, Suite 500
Kansas City, MO 64106
P: 816.426.4900
W: kcmohrd.mwdbce.com/?TN=kcmohrd

Missouri Department of Transportation
Division of Construction
1617 Missouri Blvd.
P.O. Box 270
Jefferson City, MO 65102
P: 573.526.2978
W: www.modot.org/mrcc-directory

Illinois Department of Transportation
MBE/WBE Certification Section
2300 Dirksen Parkway
Springfield, IL 62764
217/782-5490; 217/785-1524 (Fax)
W: webapps.dot.illinois.gov/UCP/ExternalSearch

State of Missouri OA
Office of Equal Opportunity
301 W. High St. HSC Rm 870-B
Jefferson City, MO 65101
P: 877.259.2963
W: oa.mo.gov/sites/default/files/sdvelisting.pdf
W: oeo.mo.gov/
Minority Newspapers

Dos Mundos Bilingual Newspaper
902A Southwest Blvd.
Kansas City, MO 64108
816-221-4747
www.dosmundos.com

Kansas City Hispanic News
2918 Southwest Blvd.
Kansas City, MO 64108
816/472-5246
www.kchispanicnews.com

The Kansas City Globe
615 E. 29th Street
Kansas City, MO 64109
816-531-5253
www.thekcglobe.com/about_us.php

St. Louis American
4144 Lindell
St. Louis, MO 63108
314-533-8000
www.stlamerican.com

St. Louis Chinese American News
1766 Burns Ave, Suite 201
St. Louis, MO 63132
314-432-3858
www.scannews.com

St. Louis Business Journal
815 Olive St., Suite 100
St. Louis, MO 63101
314-421-6200
www.bizjournal.com/stlouis

Kansas City Business Journal
1100 Main Street, Suite 210
Kansas City, MO 64105
816-421-5900
www.bizjournals.com/kansascity
AFFIDAVIT OF SUPPLIER DIVERSITY PARTICIPATION

The apparent low Bidder shall complete and submit this form within 48 hours of bid opening for each Diverse firm that will participate on the contract.

1. Diverse Firm: _______________________________
   Contact Name: ______________________________
   Address: __________________________________
   Phone No.: __________________ E-Mail: ________

   Status (check one) MBE ☐ WBE ☐ Veteran ☐ Service Disabled Veteran ☐ DBE ☐
   If MBE, Certified as (circle one): 1) Black American 2) Hispanic American 3) Native American 4) Asian American

2. Is the proposed diverse firm certified by an approved agency [see IFB article 15]? Yes ☐ No ☐
   Agency: __________________________ [attach copy of certification authorization from agency]
   Certification Number: __________

3. Diverse firm scope work and bid/contract dollar amount of participation (List Base Bid and Alternate work separately). The final Dollar amount will be determined at substantial completion:

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Bid/Contract Amount</th>
<th>Final Dollar Amount</th>
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<tbody>
<tr>
<td>Base Bid</td>
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<tr>
<td>Alternate #1</td>
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<tr>
<td>Alternate #6</td>
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</tbody>
</table>

The undersigned certifies that the information contained herein (i.e. Scope of Work and Bid/Contract Amount) is true and correct to the best of their knowledge, information and belief.

General Contractor: __________________________ Diverse Firm: __________________________
Signature: __________________________ Signature: __________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________
Date: __________________________ Date: __________________________

The undersigned certifies that the information contained herein (i.e. Scope of Work and Final Dollar Amount) is true and correct to the best of their knowledge, information and belief. If the Final Dollar Amount is different than the Bid/Contract Amount, then attach justification for the difference.

Contractor: __________________________ Diverse Firm: __________________________
Signature: __________________________ Signature: __________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________
Date: __________________________ Date: __________________________
1. **Contract Documents**

1.1 Drawings, specifications, and other contract documents, pursuant to work which is to be done, may be obtained shown in the Advertisement for Bids and Special Conditions.

2. **Bidder Obligations**

2.1 Before submitting bids each bidder shall carefully examine the drawings and specifications and related contract documents, visit site of work and fully inform themselves as to all existing conditions, facilities, restrictions and other matters which can affect the work or the cost thereof.

2.2 Each bidder shall include in their bid the cost of all work and materials required to complete the contract in a first-class manner as hereinafter specified.

2.3 Failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint themselves with existing conditions, shall in no way relieve them from any obligation with respect to their bid or contract, and no extra compensation will be allowed by reason of any thing or matter concerning which bidder should have fully informed themselves prior to bidding.

2.4 Submission of bids shall be deemed acceptance of the above obligations and each and every obligation required to be performed by all of the contract documents in the event the bid is accepted.

3. **Interpretation of Documents**

3.1 If any prospective bidder is in doubt as to the true meaning of any part of the drawings and specifications or contract documents, they shall submit a written request to the Architect for an interpretation.

3.2 Requests for such interpretations shall be delivered to the Architect at least one (1) week prior to time for receipt of bids.

3.3 Bids shall be based only on interpretations issued in the form of addenda mailed to each person who is on the Architect's record as having received a set of the contract documents.

4. **Bids**

4.1 Bids shall be received separately or in combination as shown in and required by the Bid for Lump Sum contract. Bids will be completed so as to include insertion of amounts for alternate bids, unit prices and cost accounting data.

4.2 Bidders shall apportion each base bid between various phases of the work, as stipulated in the Bid for Lump Sum contract. All work shall be done as defined in the specifications and as indicated on the drawings.

4.3 Bids shall be presented in sealed envelopes which shall be plainly marked “Bids for (indicate name of project from cover sheet)”, and mailed or delivered to the building and room number specified in the Advertisement for Bids. Bidders shall be responsible for actual delivery of bids during business hours, and it shall not be sufficient to show that a bid was mailed in time to be received before scheduled closing time for receipt of bids, nor shall it be sufficient to show that a bid was somewhere in a university facility.

4.4 The bidder's price shall include all federal sales, excise, and similar taxes, which may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City & State taxes shall not be included as defined within Article 3.16 of the General Conditions for Construction Contract included in the contract documents.

4.5 Bids shall be submitted on a single bid form, furnished by the Owner or Architect. Do not remove the bid form from the specifications.

4.6 No bidder shall stipulate in their bid any conditions not contained in the bid form.
4.7 The Owner reserves the right to waive informalities in bids and to reject any or all bids.

5. Modification and Withdrawal of Bids
5.1 The bidder may withdraw their bid at any time before the scheduled closing time for receipt of bids, but no bidder may withdraw their bid after the scheduled closing time for receipt of bids.

5.2 Only telegrams, letters and other written requests for modifications or correction of previously submitted bids, contained in a sealed envelope which is plainly marked "Modification of Bid on (name of project on cover sheet)," which are addressed in the same manner as bids, and are received by Owner before the scheduled closing time for receipt of bids will be accepted and bids corrected in accordance with such written requests.

6. Signing of Bids
6.1 Bids which are signed for a partnership shall be manually signed in the firm name by at least one partner, or in the firm name by Attorney-in-Fact. If signed by attorney-in-fact there should be attached to the bid, a Power of Attorney evidencing authority to sign the bid dated the same date as the bid and executed by all partners of the firm.

6.2 Bids that are signed for a corporation shall have the correct corporate name thereof and the signature of an authorized officer of the corporation manually written below corporate name. Title of office held by the person signing for the corporation shall appear below the signature of the officer.

6.3 Bids that are signed by an individual doing business under a firm name, shall be manually signed in the name of the individual doing business under the proper firm name and style.

6.4 Bids that are signed under joint venture shall be manually signed by officers of the firms having authority to sign for their firm.

7. Bid Security
7.1 Each bid shall be accompanied by a bid bond, certified check, or cashier's check, acceptable to and payable without condition to The Curators of the University of Missouri, in an amount at least equal to five percent (5%) of bidder's bid including additive alternates.

7.2 Bid security is required as a guarantee that bidder will enter into a written contract and furnish a performance bond within the time and in form as specified in these specifications; and if successful bidder fails to do so, the bid security will be realized upon or retained by the Owner. The apparent low bidder shall notify the Owner in writing within 48 hours (2 work days) of the bid opening of any circumstance that may affect the bid security including, but not limited to, a bidding error. This notification will not guarantee release of the bidder’s security and/or the bidder from the Bidder’s Obligations.

7.3 If a bid bond is given as a bid security, the amount of the bond may be stated as an amount equal to at least five percent (5%) of the bid, including additive alternates, described in the bid. The bid bond shall be executed by the bidder and a responsible surety licensed in the State of Missouri with a Best’s rating of no less than A-/XI.

7.4 It is specifically understood that the bid security is a guarantee and shall not be considered as liquidated damages for failure of bidder to execute and deliver their contract and performance bond, nor limit or fix bidder’s liability to Owner for any damages sustained because of failure to execute and deliver the required contract and performance bond.

7.5 Bid security of the two (2) lowest and responsive Bidders will be retained by the Owner until a contract has been executed and an acceptable bond has been furnished, as required hereby, when such bid security will be returned. Surety bids of all other bidders will be destroyed and all other alternative forms of bid bonds will be returned to them within ten (10) days after Owner has determined the two (2) lowest and responsive bids.

8. Bidder's Statement of Qualifications
8.1 Each bidder submitting a bid shall present evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract by completing and submitting with their bid the schedule of information set forth in the form furnished in the bid form.

8.2 Such information, a single copy required in a separate sealed envelope, will be treated as confidential information by the Owner, within the meaning of Missouri Statue 610.010.

8.3 Bids not accompanied with current Bidder's Statement of Qualifications may be rejected.

9. Award of Contract
9.1 The Owner reserves the right to let other contracts in connection with the work, including, but not by way of limitation, contracts for furnishing and installation of furniture, equipment, machines, appliances, and other apparatus.

9.2 In awarding the contract, the Owner may take into consideration the bidder's, and their subcontractor’s, ability to handle promptly the additional work, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, and the bidder’s ability to provide the required bonds and insurance; quality, efficiency and construction of equipment proposed to be furnished; period of time within which equipment is proposed to be furnished; success in achieving the specified Supplier Diversity goal, or demonstrating a good faith effort as described in Article 15; necessity of prompt and efficient completion of work herein described, and the bidder’s status as suspended or debarred. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of their bid.

10. Contract Execution
10.1 The Contractor shall submit within fifteen (15) days from receipt of notice, the documents required in Article 9 of the General Conditions for Construction Contract included in the contract documents.
10.2 No bids will be considered binding upon the Owner unless the documents listed above have been furnished. Failure of Contractor to execute and submit these documents within the time period specified will be treated, at the option of the Owner, as a breach of the bidder's bid security under Article 7 and the Owner shall be under no further obligation to Bidder.

11. Contract Security
11.1 When the Contract sum exceeds $50,000, the Contractor shall procure and furnish a Performance bond and a Payment bond in the form prepared by Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the contract sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee Contractor’s faithful performance of this Contract, including but not limited to Contractor’s obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guaranty Period as required by the Contract Documents.

11.2 The bonds required hereunder shall meet all requirements of Article 11 of the General Conditions for Construction Contract included in the contract documents.

11.3 If the surety of any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this Article 11, Contractor shall within ten (10) days substitute another bond and surety, both of which must be acceptable to Owner. If Contractor fails to make such substitution, Owner may procure such required bonds on behalf of Contractor at Contractor’s expense.

12. Time of Completion
12.1 Contractors shall agree to commence work within five (5) days of the date "Notice to Proceed" is received from the Owner, and the entire work shall be completed by the completion date specified or within the number of consecutive calendar days stated in the Special Conditions. The duration of the construction period, when specified in consecutive calendar days, shall begin when the contractor receives notice requesting the documents required in Article 9 of the General Conditions for Construction Contract included in the contract documents.

13. Number of Contract Documents
13.1 The Owner will furnish the Contractor a copy of the executed contract and performance bond.

13.2 The Owner will furnish the Contractor the number of copies of complete sets of drawings and specifications for the work, as well as, clarification and change order drawings pertaining to change orders required during construction as set forth in the Special Conditions.

14. Missouri Products and Missouri Firms
14.1 The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University of Missouri, and which by contract, shall be binding upon independent contractors and subcontractors with the University of Missouri whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a bid agrees to comply with, and be bound by the foregoing policy.

15. SUPPLIER DIVERSITY
15.1 Award of Contract
The Supplier Diversity participation goal for this project is stated on the Bid for Lump Sum Contract Form, and the Owner will take into consideration the bidder's success in achieving the Supplier Diversity participation goal in awarding the contract. Inability of any bidder to meet this requirement may be cause for rejection of their bid.

The University will grant a three (3) point bonus preference to a Missouri based, certified Service Disabled Veteran Enterprise (SDVE) bidder as defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents. The three percent (3%) goal can be met, and the bonus points obtained, by a qualified SDVE vendor and/or through the use of qualified subcontractors or suppliers that provide at least three percent (3%) of the total contract value.

15.2 List of Supplier Diversity Firms
15.2.1 The bidder shall submit as part of their bid a list of diverse firms performing as contractor, subcontractors, and/or suppliers. The list shall specify the single designated diverse firm name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, provide information for each affected category.

15.2.2 Failure to include a complete list of diverse firms may be grounds for rejection of the bid.

15.2.3 The list of diverse firms shall be submitted in addition to any other listing of subcontractors required in the Bid for Lump Sum Contract Form.

15.3 Supplier Diversity Percentage Goal
The bidder shall have a minimum goal of subcontracting with diverse contractors, subcontractors, and suppliers, the percent of contract price stated in the Supplier Diversity goal paragraph of the Bid for Lump Sum Contract Form.

15.4 Supplier Diversity Percent Goal Computation
15.4.1 The total dollar value of the work granted to the diverse firms by the successful bidder is counted towards the applicable goal of the entire contract, unless otherwise noted below.

15.4.2 The bidder may count toward the Supplier Diversity goal only expenditures to diverse firms that perform a commercially useful function in the work of a contract. A diverse firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by
actually performing, managing and supervising the work involved. A bidder that is a certified diverse firm may count as 100% of the contract towards the Supplier Diversity goal. For projects with separate MBE, SDVE, and WBE/Veteran /DBE goals, a MBE firm bidding as the prime bidder is expected to obtain the required SDVE, and WBE/Veteran/ DBE participation; a WBE or Veteran or DBE firm bidding as the prime bidder is expected to obtain the required MBE and SDVE participation and a SDVE firm bidding as the prime bidder is expected to obtain the required MBE, and WBE/Veteran/ DBE participation.

15.4.3 When a MBE, WBE, Veteran Business Enterprise, DBE, or SDVE performs work as a participant in a joint venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE, WBE, Veteran Business Enterprise, DBE, or SDVE performs with its own forces shall count toward the MBE, WBE, Veteran Business Enterprise, DBE, or SDVE individual contract percentages.

15.4.4 The bidder may count toward its Supplier Diversity goal expenditures for materials and supplies obtained from diverse suppliers and manufacturers, provided the diverse firm assumes the actual and contractual responsibility for the provision of the materials and supplies.

15.4.4.1 The bidder may count its entire expenditure to a diverse manufacturer. A manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.

15.4.4.2 The bidder may count its entire expenditure to diverse suppliers that are not manufacturers provided the diverse supplier performs a commercially useful function as defined above in the supply process.

15.4.4.3 The bidder may count 25% of its entire expenditures to diverse firms that do not meet the definition of a subcontractor, a manufacturer, nor a supplier. Such diverse firms may arrange for, expedite, or procure portions of the work but are not actively engaged in the business of performing, manufacturing, or supplying that work.

15.4.5 The bidder may count toward the Supplier Diversity goal that portion of the total dollar value of the work awarded to a certified joint venture equal to the percentage of the ownership and control of the diverse partner in the joint venture.

15.4.6 On projects with separate MBE and WBE/Veteran/DBE goals, the Owner may allow MBE participation provided in excess of the MBE goal to be counted towards the WBE/Veteran /DBE goal.

15.5 Certification by Bidder of Diverse Firms

15.5.1 The bidder shall submit with its bid the information requested in the "Supplier Diversity Compliance Evaluation Form" for every diverse firm the bidder intends to award work to on the contract.

15.5.2 Diverse firms are defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents, and as those businesses certified as disadvantaged by an approved agency. The bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed in the proposal form document “Supplier Diversity Certifying Agencies”. Any firm listed as disadvantaged by any of the identified agencies will be classified as a diverse firm by the Owner.

15.5.3 Bidders are urged to encourage their prospective diverse contractors, subcontractors, joint venture participants, team partners, and suppliers who are not currently certified to obtain certification from one of the approved agencies.

15.6 Supplier Diversity Participation Waiver

15.6.1 The bidder is required to make a good faith effort to locate and contract with diverse firms. If a bidder has made a good faith effort to secure the required diverse firms and has failed, the bidder shall submit with the bid, the information requested in "Application for Supplier Diversity Participation Waiver." The Contracting Officer will review the bidder's actions as set forth in the bidder's "Application for Waiver" and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the applicable percentage goal. If the bidder is judged not to have made a good faith effort, the bid may be rejected. Bidders who demonstrate that they have made a good faith effort to include Supplier Diversity participation may be awarded the contract regardless of the percent of Supplier Diversity participation, provided the bid is otherwise acceptable and is determined to be the best bid.

15.6.2 To determine good faith effort of the bidder, the Contracting Officer may evaluate factors including, but not limited to, the following:

15.6.2.1 The bidder’s attendance at pre-proposal meetings scheduled to inform bidders and diverse firms of contracting and subcontracting opportunities and responsibilities associated with Supplier Diversity participation.

15.6.2.2 The bidder’s advertisements in general circulation trade association, and diverse (minority) focused media concerning subcontracting opportunities.

15.6.2.3 The bidder’s written notice to specific diverse firms that their services were being solicited in sufficient time to allow for their effective participation.

15.6.2.4 The bidder’s follow-up attempts to the initial solicitation(s) to determine with certainty whether diverse firms were interested.

15.6.2.5 The bidder’s efforts to divide the work into packages suitable for subcontracting to diverse firms.

15.6.2.6 The bidder’s efforts to provide interested diverse firms with sufficiently detailed information about the drawings, specific actions and requirements of the contract, and clear scopes of work for the firms to bid on.
15.6.2.7 The bidder’s efforts to solicit for specific sub-bids from diverse firms in good faith. Documentation should include names, addresses, and telephone numbers of firms contacted a description of all information provided the diverse firms, and an explanation as to why agreements were not reached.

15.6.2.8 The bidder's efforts to locate diverse firms not on the directory list and assist diverse firms in becoming certified as such.

15.6.2.9 The bidder's initiatives to encourage and develop participation by diverse firms.

15.6.2.10 The bidder’s efforts to help diverse firms overcome legal or other barriers impeding the participation of diverse firms in the construction contract.

15.6.2.11 The availability of diverse firms and the adequacy of the bidder's efforts to increase the participation of such business provided by the persons and organizations consulted by the bidder.

15.7 Submittal of Forms

15.7.1 The bidder will include the Supplier Diversity Compliance Evaluation Form(s), or the Application for Waiver and other form(s) as required above in the envelope containing the "Bidder's Statement of Qualifications", see Article 8.

15.8 Additional Bid/Proposer Information

15.8.1 The Contracting Officer reserves the right to request additional information regarding Supplier Diversity participation and supporting documentation from the apparent low bidder. The bidder shall respond in writing to the Contracting Officer within 24-hours (1 work day) of a request.

15.8.2 The Contracting Officer reserves the right to request additional information after the bidder has responded to prior 24 hour requests. This information may include follow up and/or clarification of the information previously submitted.

15.8.3 The Owner reserves the right to consider additional diverse subcontractor and supplier participation submitted by the bidder after bids are opened under the provisions within these contract documents that describe the Owner’s right to accept or reject subcontractors including, but not limited to, Article 16 below. The Owner may elect to waive the good faith effort requirement if such additional participation achieves the Supplier Diversity goal.

15.8.4 The Bidder shall provide the Owner information related to the Supplier Diversity participation included in the bidder’s proposal, including, but is not limited to, the complete Application for Waiver, evidence of diverse certification of participating firms, dollar amount of participation of diverse firms, information supporting a good faith effort as described in Article 15.6 above, and a list of all diverse firms that submitted bids to the Bidder with the diverse firm’s price and the name and the price of the firm awarded the scope of work bid by the diverse firm.

16. List of Subcontractors

16.1 If a list of subcontractors is required on the Bid for Lump Sum Contract Form, the bidders shall list the name, city and state of the firm(s) which will accomplish that portion of the contract requested in the space provided. This list is separate from both the list of diverse firms required in Article 15.2, and the complete list of subcontractors required in Article 10.1 of this document. Should the bidder choose to perform any of the listed portions of the work with its own forces, the bidder shall enter its own name, city and state in the space provided. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, the bidder shall provide that information on the bid form.

16.2 Failure of the bidder to supply the list of subcontractors required or the listing of more than one subcontractor for any category without designating the portion of the work to be performed by each, shall be grounds for the rejection of the bid. The bidder can petition the Owner to change a listed subcontractor within 48 hours of the bid opening. The Owner reserves the right to make the final determination on a petition to change a subcontractor. The Owner will consider factors such as clerical and mathematical bidding errors, listed subcontractor’s inability to perform the work for the bid used, etc. Any request to change a listed subcontractor shall include at a minimum, contractor’s bid sheet showing tabulation of the bid; all subcontractor bids with documentation of the time they were received by the contractor; and a letter from the listed subcontractor on their letterhead stating why they cannot perform the work if applicable. The Owner reserves the right to ask for additional information.

16.3 Upon award of the contract, the requirements of Article 10 of this document and Article 5 of the General Conditions of the Contract for Construction included in the contract documents will apply.
General Conditions

of the

Contract

for

Construction

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ARTICLE 1
GENERAL PROVISIONS

1.1 Basic Definitions
As used in the Contract Documents, the following terms shall have the meanings and refer to the parties designated in these definitions.

1.1.1 Owner
The Curators of the University of Missouri. The Owner may act through its Board of Curators or any duly authorized committee or representative thereof.

1.1.2 Contracting Officer
The Contracting Officer is the duly authorized representative of the Owner with the authority to execute contracts. Communications to the Contracting Officer shall be forwarded via the Owner's Representative.

1.1.3 Owner's Representative
The Owner's Representative is authorized by the Owner as the administrator of the Contract and will represent the Owner during the progress of the Work. Communications from the Architect to the Contractor and from the Contractor to the Architect shall be through the Owner's Representative, unless otherwise indicated in the Contract Documents.

1.1.4 Architect
When the term "Architect" is used herein, it shall refer to the Architect or the Engineer specified and defined in the Contract for Construction or its duly authorized representative. Communications to the Architect shall be forwarded to the address shown in the Contract for Construction.

1.1.5 Contractor
The Contractor is the person or entity with whom the Owner has entered into the Contract for Construction. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

1.1.6 Subcontractor and Lower-tier Subcontractor
A Subcontractor is a person or organization who has a contract with the Contractor to perform any of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative. The term "Subcontractor" also is applicable to those furnishing materials to be incorporated in the Work whether work performed is at the Owner’s site or off site, or both. A lower-tier Subcontractor is a person or organization who has a contract with a Subcontractor or another lower-tier Subcontractor to perform any of the Work at the site. Nothing contained in the Contract Documents shall create contractual relationships between the Owner or the Architect and any Subcontractor or lower-tier Subcontractor of any tier.

1.1.7 Supplier Diversity Definitions
Businesses that fall into the Supplier Diversity classification shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more diverse suppliers as described below.

.1 Minority Business Enterprises (MBE)
 Minority Business Enterprise [MBE] shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more minorities as defined below or, in the case of any publicly-owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more minorities as defined below, and whose management and daily business operations are controlled by one (1) or more minorities as defined herein.

.1.1 "African Americans", which includes persons having origins in any of the black racial groups of Africa.

.1.2 "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

.1.3 "Native Americans", which includes persons of American Indian, Eskimo, Aleut, or Native Hawaiian origin.

.1.4 "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marinas.

.1.5 "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, or Bangladesh.

.2 Women Business Enterprise (WBE)
 Women Business Enterprise [WBE] shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more women or, in the case of any publicly-owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more women, and whose management and daily business operations are controlled by one (1) or more women.

.3 Veteran Owned Business
 Veteran Owned Business shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more Veterans or, in the case of any publicly-owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more Veterans, and whose management and daily business operations are controlled by one (1) or more Veterans. Veterans must be certified by the appropriate federal agency responsible for veterans’ affairs.

.4 Service Disabled Veteran Enterprise (SDVE)
 Service Disabled Veteran Enterprise (SDVE) shall mean a business certified by the State of Missouri Office of Administration as a Service Disabled Veteran Enterprise, which is at least fifty-one percent (51%) owned and controlled by one (1) or more Serviced Disabled Veterans or,
in the case of any publicly-owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more Service Disabled Veterans, and whose management and daily business operations are controlled by one (1) or more Serviced Disabled Veterans.

.5 Disadvantaged Business Enterprise (DBE)
A Disadvantaged Business Enterprise (DBE) is a for-profit small business concern where a socially and economically disadvantaged individual owns at least 51% interest and also controls management and daily business operations. These firms can and also be referred to as Small Disadvantaged Businesses (SDB). Eligibility requirements for certification are stated in 49 CFR (Code of Federal Regulations), part 26, Subpart D.

U.S. citizens that are African-Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Also recognized as DBE’s are Historically Black Colleges and Universities (HBCU) and small businesses located in Federal HUB Zones.

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed $1.32 million. To be seen as a small business, a firm must meet Small Business Administration (SBA) size criteria (500 employees or less) and have average annual gross receipts not to exceed $22.41 million. To be considered a DBE/SDB, a small business owned and controlled by socially and/or economically disadvantaged individuals must receive DBE certification from one of the recognized Missouri state agencies to be recognized in this classification.

1.1.9 Work
Work shall mean supervision, labor, equipment, tools, material, supplies, incidentals operations and activities required by the Contract Documents or reasonably inferable by Contractor therefrom as necessary to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner, and in the best manner known to each respective trade.

1.1.10 Approved
The terms "approved", "equal to", "directed", "required", "ordered", "designated", "acceptable", "satisfactory", and similar words or phrases will be understood to have reference to action on the part of the Architect and/or the Owner's Representative.

1.1.11 Contract Documents
The Contract Documents consist of (1) the executed Contract for Construction, (2) these General Conditions of the Contract for Construction, (3) any Supplemental Conditions or Special Conditions identified in the Contract for Construction, (4) the Specifications identified in the Contract for Construction, (5) the Drawings identified in the Contract for Construction, (6) Addenda issued prior to the receipt of bids, (7) Contractor’s bid addressed to Owner, including Contractor’s completed Qualification Statement, (8) Contractor’s Performance Bond and Contractor’s Payment Bond, (9) Notice to Proceed, (10) and any other exhibits and/or post bid adjustments identified in the Contract for Construction, (11) Advertisement for Bid, (12) Information for Bidders, and (13) Change Orders issued after execution of the Contract. All other documents and technical reports and information are not Contract Documents, including without limitation, Shop Drawings, and Submittals.

1.1.12 Contract
The Contract Documents form the Contract and are the exclusive statement of agreement between the parties. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or any lower-tier Subcontractor.

1.1.13 Change Order
The Contract may be amended or modified without invalidating the Contract, only by a Change Order, subject to the limitations in Article 7 and elsewhere in the Contract Documents. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement to a change in the Work, the amount of the adjustment to the Contract Sum, if any, and the extent of the adjustment to the Contract Time, if any. Agreement to any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments of the Contract sum, time and schedule.

1.1.14 Substantial Completion
The terms “Substantial Completion” or "substantially complete" as used herein shall be construed to mean the completion of the entire Work, including all submittals required under the Contract Documents, except minor items which in the opinion of the Architect, and/or the Owner's Representative will not interfere with the complete and satisfactory use of the facilities for the purposes intended.

1.1.15 Final Completion
The date when all punch list items are completed, including all closeout submittals and approval by the Architect is given to the Owner in writing.

1.1.16 Supplemental and Special Conditions
The terms “Supplemental Conditions” or “Special Conditions” shall mean the part of the Contract Documents which amend, supplement, delete from, or add to these General Conditions.

1.1.17 Day
The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

1.1.18 Knowledge
The terms “knowledge,” “recognize” and “discover,” their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the work. Analogously, the expression “reasonably inferable” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the work.

1.1.19 Punch List
“Punch List” means the list of items, prepared in connection with the inspection of the Project by the Owner's Representative or Architect in connection with Substantial Completion of the Work or a portion of the Work, which the Owner’s Representative or Architect has designated as remaining to be performed, completed or corrected before the Work will be accepted by the Owner.

1.1.20 Public Works Contracting Minimum Wage
The public works contracting minimum wage shall be equal to one hundred twenty percent of the average hourly wage in a particular locality, as determined by the Missouri economic research and information center within the department of economic development, or any successor agency.

1.2 Specifications and Drawings
1.2.1 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction system, standards and workmanship and performance of related services for the Work identified in the Contract for Construction. Specifications are separated into titled divisions for convenience of reference only. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Such separation will not operate to make the Owner or the Architect an arbiter of labor disputes or work agreements.

1.2.2 The drawings herein referred to, consist of drawings prepared by the Architect and are enumerated in the Contract Documents.

1.2.3 Drawings are intended to show general arrangements, design, and dimensions of work and are partly diagrammatic. Dimensions shall not be determined by scale or rule. If figured dimensions are lacking, they shall be supplied by the Architect on the Contractor's written request to the Owner's Representative.

1.2.4 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall by required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.5 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement; either or both in accordance with the Owner’s Representative’s interpretation. On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Work site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Owner’s Representative and Architect for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such change for the approval by the Owner’s Representative and Architect before making the change.

1.2.6 Data in the Contract Documents concerning lot size, ground elevations, present obstructions on or near the site, locations and depths of sewers, conduits, pipes, wires, etc., position of sidewalks, curbs, pavements, etc., and nature of ground and subsurface conditions have been obtained from sources the Architect believes reliable, but the Architect and Owner do not represent or warrant that this information is accurate or complete. The Contractor shall verify such data to the extent possible through normal construction procedures, including but not limited to contacting utility owners and by prospecting.

1.2.7 Only work included in the Contract Documents is authorized, and the Contractor shall do no work other than that described therein.
1.2.8 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor represents that it has performed its own investigation and examination of the Work site and its surroundings and satisfied itself before entering into this Contract as to:

- conditions bearing upon transportation, disposal, handling, and storage of materials;
- the availability of labor, materials, equipment, water, electrical power, utilities and roads;
- uncertainties of weather, river stages, flooding and similar characteristics of the site;
- conditions bearing upon security and protection of material, equipment, and Work in progress;
- the form and nature of the Work site, including the surface and sub-surface conditions;
- the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
- the means of access to the site and the accommodations it may require and, in general, shall be deemed to have obtained all information as to risks, contingencies and other circumstances.

1.2.9 Drawings, specifications, and copies thereof furnished by the Owner are and shall remain the Owner’s property. They are not to be used on another project and, with the exception of one contract set for each party to the Contract, shall be returned to the Owner’s Representative upon request, at the completion of the Work.

1.3 Required Provisions Deemed Inserted
Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 2
OWNER

2.1 Information and Services Required of the Owner
2.1.1 Permits and fees are the responsibility of the Contractor under the Contract Documents, unless specifically stated in the contract documents that the Owner will secure and pay for specific necessary approvals, easements, assessments, and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

2.1.2 When requested in writing by the Contractor, information or services under the Owner's control, which are reasonably necessary to perform the Work, will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

2.2 Owner's Right to Stop the Work
2.2.1 If the Contractor fails to correct Work which is not in strict accordance with the requirements of the Contract Documents or fails to carry out Work in strict accordance with the Contract Documents, the Owner's Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work will not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Owner's lifting of Stop Work Order shall not prejudice Owner's right to enforce any provision of this Contract.

2.3 Owner's Right to Carry Out the Work
2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of a written notice from the Owner to correct such default or neglect, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect’s additional services and expenses made necessary by such default or neglect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to Owner. However, such notice shall be waived in the event of an emergency with the potential for property damage or the endangerment of students, faculty, staff, the public or construction personnel, at the sole discretion of the Owner.

2.3.2 In the event the Contractor has not satisfactorily completed all items on the Punch List within thirty (30) days of its receipt, the Owner reserves the right to complete the Punch List without further notice to the Contractor or its
surety. In such case, Owner shall be entitled to deduct from payments then or thereafter due the Contractor the cost of completing the Punch List items, including compensation for the Architect’s additional services. If payments then or thereafter due Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to Owner.

2.4 Extent of Owner Rights

2.4.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.4.2 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.

ARTICLE 3
CONTRACTOR

3.1 Contractor's Warranty

3.1.1 The Contractor warrants all equipment and materials furnished, and work performed, under this Contract, against defective materials and workmanship for a period of twelve months after acceptance as provided in this Contract, unless a longer period is specified, regardless of whether the same were furnished or performed by the Contractor or any Subcontractors of any tier. Upon written notice from the Owner of any breach of warranty during the applicable warranty period due to defective material or workmanship, the affected part or parts thereof shall be repaired or replaced by the Contractor at no cost to the Owner. Should the Contractor fail or refuse to make the necessary repairs, replacements, and tests when requested by the Owner, the Owner may perform, or cause the necessary work and tests to be performed, at the Contractor's expense, or exercise the Owner's rights under Article 14.

3.1.2 Should one or more defects mentioned above appear within the specified period, the Owner shall have the right to continue to use or operate the defective part or apparatus until the Contractor makes repairs or replacements or until such time as it can be taken out of service without loss or inconvenience to the Owner.

3.1.3 The above warranties are not intended as a limitation, but are in addition to all other express warranties set forth in this Contract and such other warranties as are implied by law, custom, and usage of trade. The Contractor, and its surety or sureties, if any, shall be liable for the satisfaction and full performance of the warranties set forth herein.

3.1.4 Neither the final payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner, nor expiration of warranty stated herein, will constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any responsibility for non-conforming work. The Contractor shall immediately remedy any defects in the Work and pay for any damage to other Work resulting therefrom upon written notice from the Owner. Should the Contractor fail or refuse to remedy the non-conforming work, the Owner may perform, or cause to be performed the work necessary to bring the work into conformance with the Contract Documents at the Contractor's expense.

3.1.5 The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any injury or damages to property of others suffered or incurred on account of any breach of the aforesaid obligations and covenants. The Contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor, or at the option of the University, agrees to pay to or reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

3.2 Compliance with Laws, Permits, Regulations and Inspections

3.2.1 The Contractor shall, without additional expense to the Owner, comply with all applicable laws, ordinances, rules, statutes, and regulations (collectively referred to as “Laws”).

3.2.2 Since the Owner is an instrumentality of the State of Missouri, municipal, or political subdivision, ordinances, zoning ordinances, and other like ordinances are not applicable to construction on the Owner's property, and the Contractor will not be required to submit plans and specifications to any municipal or political subdivision authority to obtain construction permits or any other licenses or permits from or submit to, inspection by any municipality or political subdivision relating to the construction on the Owner's property, unless required by the Owner in these Contract Documents or otherwise in writing.
3.2.3 All fees, permits, inspections, or licenses required by municipality or political subdivision for operation on property not belonging to the Owner, shall be obtained by and paid for by the Contractor. The Contractor, of its own expense, is responsible to ensure that all inspections required by said permits or licenses are conducted as required therein. All connection charges, assessments or transportation fees as may be imposed by any utility company or others are included in the Contract Sum and shall be the Contractor’s responsibility, as stated in 2.1.1 above.

3.2.4 If the Contractor has knowledge that any Contract Documents are at variance with any Laws, including Americans with Disabilities Act – Standards for Accessible Design, ordinances, rules, regulations or codes applying to the Work, Contractor shall promptly notify the Architect and the Owner’s Representative, in writing, and any necessary changes will be adjusted as provided in Contract Documents. However, it is not the Contractor’s primary responsibility to ascertain that the Contract Documents are in accordance with applicable Laws, unless such Laws bear upon performance of the Work.

3.3 Anti-Kickback

3.3.1 No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

3.3.2 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any Subcontract of any tier in connection with the construction of the Work shall have a financial interest in this Contract or in any part thereof, any material supply contract, Subcontract of any tier, insurance contract, or any other contract pertaining to the Work.

3.4 Supervision and Construction Procedures

3.4.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall supply sufficient and competent supervision and personnel, and sufficient material, plant, and equipment to prosecute the Work with diligence to ensure completion thereof within the time specified in the Contract Documents, and shall pay when due any laborer, Subcontractor of any tier, or supplier.

3.4.2 The Contractor, if an individual, shall give the Work an adequate amount of personal supervision, and if a partnership or corporation or joint venture the Work shall be given an adequate amount of personal supervision by a partner or executive officer, as determined by the Owner's Representative.

3.4.3 The Contractor and each of its Subcontractors of any tier shall submit to the Owner such schedules of quantities and costs, progress schedules in accordance with 3.17.2 of this document, payrolls, reports, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under the Contract.

3.4.4 The Contractor shall be represented at the site by a competent superintendent from the beginning of the Work until its final acceptance, whenever contract work is being performed, unless otherwise permitted in writing by the Owner's Representative. The superintendent for the Contractor shall exercise general supervision over the Work and such superintendent shall have decision making authority of the Contractor. Communications given to the superintendent shall be binding as if given to the Contractor. The superintendent shall not be changed by the contractor without approval from the Owner’s Representative.

3.4.5 The Contractor shall establish and maintain a permanent bench mark to which access may be had during progress of the Work, and Contractor shall establish all lines and levels, and shall be responsible for the correctness of such. Contractor shall be fully responsible for all layout work for the proper location of Work in strict accordance with the Contract Documents.

3.4.6 The Contractor shall establish and be responsible for wall and partition locations. If applicable, separate contractors shall be entitled to rely upon these locations and for setting their sleeves, openings, or chases.

3.4.7 The Contractor’s scheduled outage/tie-in plan, time, and date for any utilities is subject to approval by the Owner’s Representative. Communication with the appropriate entity and planning for any scheduled outage/tie-in of utilities shall be the responsibility of the Contractor. Failure of Contractor to comply with the provisions of this Paragraph shall cause Contractor to forfeit any right to an adjustment of the Contract Sum or Contract Time for any postponement, rescheduling or other delays ordered by Owner in connection with such Work. The Contractor shall follow the following procedures for all utility outages/tie-ins or disruption of any building system:

.1 All shutting of valves, switches, etc., shall be by the Owner's personnel.
.2 Contractor shall submit its preliminary outage/tie-in schedule with its baseline schedule.
.3 The Contractor shall request an outage/tie-in meeting at least two weeks before the outage/tie-in is required.
.4 The Owner's Representative will schedule an outage/tie-in meeting at least one week prior to the outage/tie-in.

3.4.8 The Contractor shall coordinate all Work so there shall be no prolonged interruption of existing utilities, systems and equipment of Owner. Any existing plumbing, heating, ventilating, air conditioning, or electrical disconnection necessary, which affect portions of this construction or building or any other building, must be scheduled with the Owner's Representative to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case 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 from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

3.4.9 The Contractor shall be responsible for repair of damage to property on or off the project occurring during construction of project, and all such repairs shall be made to meet code requirements or to the satisfaction of the Owner's Representative if code is not applicable.

3.4.10 The Contractor shall be responsible for all shoring required to protect its work or adjacent property and shall pay for any damage caused by failure to shore or by improper shoring or by failure to give proper notice. Shoring shall be removed only after completion of permanent supports.

3.4.11 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 students, faculty, 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.

3.4.12 During the performance of the 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 shall give proper and understandable warning to all persons of danger of entry onto land, structure, or equipment, within the limits of the Contractor’s work area.

3.4.13 The Contractor shall pump, bail, or otherwise keep any general excavations free of water. The Contractor shall keep all areas free of water before, during and after concrete placement. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials installed, or to be installed by him.

3.4.14 The Contractor shall be responsible for care of the Work and must protect same from damage of defacement until acceptance by the Owner. All damaged or defaced Work shall be repaired or replaced to the Owner's satisfaction, without cost to the Owner.

3.4.15 When requested by the Owner's Representative, the Contractor, at no extra charge, shall provide scaffolds or ladders in place as may be required by the Architect or the Owner for examination of Work in progress or completed.

3.4.16 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors of any tier and their agents and employees, and any entity or other persons performing portions of the Work.

3.4.17 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner’s Representative or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.4.18 The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.5 Use of Site
3.5.1 The Contractor shall limit operations and storage of material to the area within the Work limit lines shown on Drawings, except as necessary to connect to exiting utilities, shall not encroach on neighboring property, and shall exercise caution to prevent damage to existing structures.

3.5.2 Only materials and equipment, which are to be used directly in the Work, shall be brought to and stored on the Work site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Work site. Protection of construction materials and equipment stored at the Work site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.
3.5.3 No project signs shall be erected without the written approval of the Owner's Representative.

3.5.4 The Contractor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. Particular attention shall be paid to access for emergency vehicles, including fire trucks. Wherever there is the possibility of interfering with normal emergency vehicle operations, Contractor shall obtain permission from both campus and municipal emergency response entities prior to limiting any access. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Work in the event of partial occupancy. Contractor shall assume full responsibility for any damage to the property comprising the Work or to the owner or occupant of any adjacent land or areas resulting from the performance of the Work.

3.5.5 The Contractor shall not permit any workers to use any existing facilities at the Work site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner's Representative governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of Owner's operations. Any request for Work, a suspension of Work or any other request or directive received by the Contractor from occupants of existing buildings shall be referred to the Owner's Representative for determination.

3.5.6 The Contractor and the Subcontractor of any tier shall have its’ name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the project. The signs are required on such vehicles during the time the Contractor is working on the project.

3.6 Review of Contract Documents and Field Conditions by Contractor

3.6.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Architect and Owner and shall at once report in writing to the Architect and Owner's Representative any errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity which it knows or should have known involves a recognized error, inconsistency or omission in the Contract Documents without such written notice to the Architect and Owner’s Representative, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.6.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported in writing to the Architect and Owner’s Representative within twenty-four (24) hours. During the progress of work, Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions. Contractor shall consult all Contract Documents to determine the exact location of all work and verify spatial relationships of all work. Any question concerning said location or spatial relationships shall be submitted to the Owner's Representative. Specific locations for equipment, pipelines, ductwork and other such items of work, where not dimensioned on plans, shall be determined in consultation with Owner's Representative and Architect. Contractor shall be responsible for the proper fitting of the Work in place.

3.6.3 The Contractor shall provide, at the proper time, such material as required for support of the Work. If openings or chases are required, whether shown on Drawings or not, the Contractor shall see they are properly constructed. If required openings or chases are omitted, the Contractor shall cut them at the Contractors own expense, but only as directed by the Architect, through the Owner Representative.

3.6.4 Should the Contract Documents fail to particularly describe materials or goods to be used, it shall be the duty of the Contractor to inquire of the Architect and the Owner's Representative what is to be used and to supply it at the Contractor’s expense, or else thereafter replace it to the Owner’s Representative’s satisfaction. At a minimum, the Contractor shall provide the quality of materials as generally specified throughout the Contract Documents.

3.7 Cleaning and Removal

3.7.1 The Contractor shall keep the Work site and surrounding areas free from accumulation of waste materials, rubbish, debris, and dirt resulting from the Work and shall
clean the Work site and surrounding areas as requested by the Architect and the Owner's Representative, including mowing of grass greater than 6 inches high. The Contractor shall be responsible for the cost of clean up and removal of debris from premises. The building and premises shall be kept clean, safe, in a workmanlike manner, and in compliance with OSHA standards at all times. At completion of the Work, the Contractor shall remove from and about the Work site tools, construction equipment, machinery, fencing, and surplus materials. Further, at the completion of the work, all dirt, stains, and smudges shall be removed from every part of the building, all glass in doors and windows shall be washed, and entire Work shall be left broom clean in a finished state ready for occupancy. The Contractor shall advise his Subcontractors of any tier of this provision, and the Contractor shall be fully responsible for leaving the premises in a finished state ready for use to the satisfaction of the Owner's Representative. If the Contractor fails to comply with the provisions of this paragraph, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.8 Cutting and Patching

3.8.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.8.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.8.3 If the Work involves renovation and/or alteration of existing improvements, Contractor acknowledges that cutting and patching of the Work is essential for the Work to be successfully completed. Contractor shall perform any cutting, altering, patching, and/or fitting of the Work necessary for the Work and the existing improvements to be fully integrated and to present the visual appearance of an entire, completed, and unified project. In performing any Work which requires cutting or patching, Contractor shall use its best efforts to protect and preserve the visual appearance and aesthetics of the Work to the reasonable satisfaction of both the Owner’s Representative and Architect.

3.9 Indemnification

3.9.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the Architect, Architect’s consultants, and the agents, employees, representatives, insurers and re-insurers of any of the foregoing (hereafter collectively referred to as the “Indemnitees”) from and against claims, damages (including loss of use of the Work itself), punitive damages, penalties and civil fines unless expressly prohibited by law, losses and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from performance of the Work to the extent caused in whole or in part by negligent acts or omissions or other fault of Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the negligent acts or omissions or other fault of a party indemnified hereunder. The Contractor’s obligations hereunder are in addition to and shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that the Owner may possess. If one or more of the Indemnitees demand performance by the Contractor of obligations under this paragraph or other provisions of the Contract Documents and if Contractor refuses to assume or perform, or delays in assuming or performing Contractor’s obligations, Contractor shall pay each Indemnitee who has made such demand its respective attorneys’ fees, costs, and other expenses incurred in enforcing this provision. The defense and indemnity required herein shall be a binding obligation upon Contractor whether or not an Indemnitee has made such demand. Even if a defense is successful to a claim or demand for which Contractor is obligated to indemnify the Indemnitees from under this Paragraph, Contractor shall remain liable for all costs of defense.

3.9.2 The indemnity obligations of Contractor under this Section 3.9 shall survive termination of this Contract or final payment thereunder. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Owner may in its sole discretion reserve, return or apply any monies due or to become due due the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the Owner may release such funds if the Contractor provides the Owner with reasonable assurance of protection of the Owner’s interests. The Owner shall in its sole discretion determine if such assurances are reasonable. Owner reserves the right to control the defense and settlement of any claim, action or proceeding which Contractor has an obligation to indemnify the Indemnitees against under Paragraph 3.9.1.

3.9.3 In claims against any person or entity indemnified under this Section 3.9 by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.9 shall not be limited by a limitation on amount or type of
damages, compensation or benefits payable by or for the Contractor or a Subcontractor of any tier under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

3.9.4 The obligations of the Contractor under Paragraph 3.9.1 shall not extend to the liability of the Architect, his agents or employees, arising out of the preparation and approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

3.10 Patents
3.10.1 The Contractor shall hold and save harmless the Owner and its officers, agents, servants, and employees from liability of any nature or kind, including cost and expense, for, or on account of, any patented or otherwise protected invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.10.2 If the Contractor uses any design, device, or material covered by letters patent or copyright, he 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 Sum includes and the Contractor shall pay all royalties, license fees or costs arising from the use of such design, device, or material in any way involved in the Work. The Contractor and/or sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or material 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 obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

3.11 Materials, Labor, and Workmanship
3.11.1 Materials and equipment incorporated into the Work shall strictly conform to the Contract Documents and representations and approved Samples provided by Contractor and shall be of the most suitable grade of their respective kinds for their respective uses, and shall be fit and sufficient for the purpose intended, merchantable, of good new material and workmanship, and free from defect. Workmanship shall be in accordance with the highest standard in the industry and free from defect in strict accordance with the Contract Documents.

3.11.2 Materials and fixtures shall be new and of latest design unless otherwise specified, and shall provide the most efficient operating and maintenance costs to the Owner. All Work shall be performed by competent workers and shall be of best quality.

3.11.3 The Contractor shall carefully examine the Contract Documents and shall be responsible for the proper fitting of his material, equipment, and apparatus into the building.

3.11.4 The Contractor shall base his bid only on the Contract Documents.

3.11.5 Materials and workmanship shall be subject to inspection, examination, and test by the Architect and the Owner's Representative at any and all times during manufacture, installation, and construction of any of them, at places where such manufacture, installation, or construction is performed.

3.11.6 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.11.7 Unless otherwise specifically noted, the Contractor shall provide and pay for supervision, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.11.8 Substitutions
3.11.8.1 A substitution is a Contractor proposal of an alternate product or method in lieu of has been specified or shown in the Contract Documents, which is not an “or equal” as set forth in Section 3.12.1.

3.11.8.2 Contractor may make a proposal to the Architect and the Owner’s Representative to use substitute products or methods as set forth herein, but the Architect's and the Owner’s Representative’s decision concerning acceptance of a substitute shall be final. The Contractor must do so in writing and setting forth the following:

1. Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.

2. Reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.

3. The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable.

4. The adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable.

5. An affidavit stating that (a) the proposed substitution conforms to and meets all of the
Contract Documents, except as specifically disclosed and set forth in the affidavit and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted to the Architect and Owner’s Representative in sufficient time to allow the Architect and Owner’s Representative no less than ten (10) working days for review. No substitution will be considered or allowed without the Contractor’s submittal of complete substantiating data and information as stated herein.

3.11.8.3 Substitutions may be rejected without explanation in Owner’s sole discretion and will be considered only under one or more of the following conditions:

1 Required for compliance with interpretation of code requirements or insurance regulations then existing;
2 Unavailability of specified products, through no fault of the Contractor;
3 Material delivered fails to comply with the Contract Documents;
4 Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
5 Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or
6 When in the judgment of the Owner or the Architect, a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

3.11.8.4 Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

3.12 Approved Equal

3.12.1 Whenever in the Contract Documents any article, appliance, device, or material is designated by the name of a manufacturer, vendor, or by any proprietary or trade name, the words "or approved equal," shall automatically follow and shall be implied unless specifically indicated otherwise. The 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’s Representative and the Architect they are equal in design, appearance, spare parts availability, strength, durability, usefulness, serviceability, operation cost, maintenance cost, and convenience for the purpose intended. Any general listings of approved manufacturers in any Contract Document shall be for informational purposes only and it shall be the Contractor’s sole responsibility to ensure that any proposed “or equal” complies with the requirements of the Contract Documents.

3.12.2 The Contractor shall submit to Architect and Owner’s Representative a written and full description of the proposed “or equal” including all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and similar information demonstrating that the proposed “or equal” strictly complies with the Contract Documents. The Architect or Owner’s Representative shall take appropriate action with respect to the submission of a proposed “or equal” item. If Contractor fails to submit proposed “or equals” as set forth herein, it shall waive any right to supply such items. The Contract Sum and Contract Time shall not be adjusted as a result of any failure by Contractor to submit proposed “or equals” as provided for herein. All documents submitted in connection with preparing an “or equal” shall be clearly and obviously marked as a proposed “or equal” submission.

3.12.3 No approvals or action taken by the Architect or Owner’s Representative shall relieve Contractor from its obligation to ensure that an “or equal” article, appliance, devise or material strictly complies with the requirements of the Contract Documents. Contractor shall not propose “or equal” items in connection with Shop Drawings or other Submittals, and Contractor acknowledges and agrees that no approvals or action taken by the Architect or Owner’s Representative with respect to Shop Drawings or other Submittals shall constitute approval of any “or equal” item or relieve Contractor from its sole and exclusive responsibility. Any changes required in the details and dimensions indicated in the Contract Documents for the incorporation or installation of any “or equal” item supplied by the Contractor shall be properly made and approved by the Architect at the expense of the Contractor. No ‘or equal’ items will be permitted for components of or extensions to existing systems when, in the opinion of the Architect, the named manufacturer must be provided in order to ensure compatibility with the existing systems, including, but not limited to, mechanical systems, electrical systems, fire alarms, smoke detectors, etc. No action will be taken by the Architect with respect to proposed “or equal” items prior to receipt of bids, unless otherwise noted in the Special Conditions.

3.13 Shop Drawings, Product Data, Samples, and Coordination Drawings/BIM Models

3.13.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
3.13.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.13.3 Samples are physical samples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.13.4 Coordination Drawings are drawings for the integration of the Work, including work first shown in detail on shop drawings or product data. Coordination drawings show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination Drawings are the responsibility of the contractor and are submitted for informational purposes. The Special Conditions will state whether coordination drawings are required. BIM models may be used for coordination in lieu of coordination drawings at the contractor’s discretion, unless required in the Special Conditions. The final coordination drawings/BIM Model will not change the contract documents, unless approved by a fully executed change order describing the specific modifications that are being made to the contract documents.

3.13.5 Shop Drawings, Coordination Drawings/BIM Models, Product Data, Samples and similar submittals (collectively referred to as “Submittals”) are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.13.6 The Contractor shall schedule submittal of Shop Drawings and Product Data to the Architect so that no delays will result in delivery of materials and equipment, advising the Architect of priority for checking of Shop Drawings and Product Data, but a minimum of two weeks shall be provided for this purpose. Because time is of the essence in this contract, unless noted otherwise in the Special Conditions or Technical Specifications, all submittals, shop drawings and samples must be submitted as required to maintain the contractor’s plan for proceeding, but must be submitted within 90 days of the Notice To Proceed. If Contractor believes that this milestone is unreasonable for any submittal, Contractor shall request an extension of this milestone, within 60 days of Notice To Proceed, for each submittal that cannot meet the milestone. The request shall contain a reasonable explanation as to why the 90 day milestone is unrealistic, and shall specify a date on which the submittal will be transmitted, for approval by the Owner’s Representative. Failure of the Contractor to comply with this section may result in delays in the submittal approval process and/or charges for expediting approval, both of which will be the responsibility of the Contractor.

3.13.7 The Contractor, at its own expense, shall submit Samples required by the Contract Documents with reasonable promptness as to cause no delay in the Work or the activities of separate contractors and no later than twenty (20) days before materials are required to be ordered for scheduled delivery to the Work site. Samples shall be labeled to designate material or products represented, grade, place of origin, name of producer, name of Contractor and the name and number of the Owner’s project. Quantities of Samples shall be twice the number required for testing so that Architect can return one set of the Samples. Materials delivered before receipt of Architect’s approval may be rejected by Architect and in such event, Contractor shall immediately remove all such materials from the Work site. When requested by Architect or Owner’s Representative, samples of finished masonry and field applied paints and finishes shall be located as directed and shall include sample panels built at the site of approximately twenty (20) square feet each.

3.13.8 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

3.13.9 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents such Submittals strictly comply with the requirements of the Contract Documents and that the Contractor has determined and verified field measurements and field construction criteria related thereto, that materials are fit for their intended use and that the fabrication, shipping, handling, storage, assembly and installation of all materials, systems and equipment are in accordance with best practices in the industry and are in strict compliance with any applicable requirements of the Contract Documents. Contractor shall also coordinate each Submittal with other Submittals.

3.13.10 Contractor shall be responsible for the correctness and accuracy of the dimensions, measurements and other information contained in the Submittals.

3.13.11 Each Submittal will bear a stamp or specific indication that the Submittal complies with the Contract Documents and Contractor has satisfied its obligations under the Contract Documents with respect to Contractor’s review and approval of that Submittal. Each Submittal shall bear the signature of the representative of Contractor who approved the Submittal, together with the Contractor’s name, Owner’s name, number of the Project, and the item name and specification section number.

3.13.12 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data,
Samples or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof. Specifically, but not by way of limitation, Contractor acknowledges that Architect's approval of Shop Drawings shall not relieve Contractor for responsibility for errors and omissions in the Shop Drawings since Contractor is responsible for the correctness of dimensions, details and the design of adequate connections and details contained in the Shop Drawings.

3.13.13 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous Submittals.

3.13.14 The Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Architect or applicable Laws, by a licensed engineer or other design professional.

3.14 Record Drawings

3.14.1 The Contractor shall maintain a set of Record Drawings on site in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (1) bidding addendums, (2) executed change orders, (3) deviations from the Drawings made during construction; (4) details in the Work not previously shown; (5) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (6) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs; and (7) such other information as either Owner or Architect may reasonably request. The prints for Record Drawing use will be a set of "blue line" prints provided by Architect to Contractor at the start of construction. Upon Substantial Completion of the Work, Contractor shall deliver all Record Drawings to Owner and Architect for approval. If not approved, Contractor shall make the revisions requested by Architect or Owner's Representative. Final payment and any retainage shall not be due and owing to Contractor until the final Record Drawings marked by Contractor as required above are delivered to Owner.

3.15 Operating Instructions and Service Manuals

3.15.1 The Contractor shall submit four (4) volumes of operating instructions and service manuals to the Architect before completing 50% of the adjusted contract amount. Payments beyond 50% of the adjusted contract amount may be withheld until all operating instructions and service manuals are received. The operating instructions and service manuals shall contain:

1. Start-up and Shutdown 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 include model number, capacities, flow rate, and name-plate data.

4. Service Instructions: The Contractor shall be required to provide the following information for all pieces of equipment.

(a) Recommended spare parts including catalog number and name of local suppliers or factory representative.

(b) Belt sizes, types, and lengths.

(c) Wiring diagrams.

5. Manufacturer's Certificate of Warranty: Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern.

6. Parts catalogs: For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

3.15.2 Submission

1. Manuals shall be bound into volumes of standard 8 1/2" x 11" hard binders. Large drawings too bulky to be folded into 8 1/2" x 11" shall be separately bound or folded and in brown envelopes, cross-referenced and indexed with the manuals.

2. The manuals shall identify the Owner's project name, project number, and include the name and address of the Contractor and major Subcontractors of any tier who were involved with the activity described in that particular manual.

3.16 Taxes

3.16.1 The Contractor shall pay all applicable sales, consumer, use, and similar taxes for the Work which are legally enacted when the bids are received, whether or not yet effective or scheduled to go into effect. However, certain purchases by the Contractor of materials incorporated in or consumed in the Work are exempt from certain sales tax pursuant to RSMo § 144.062. The Contractor shall be issued a Project Tax Exemption Certificate for this Work to obtain the benefits of RSMo § 144.062.

3.16.2 The Contractor shall furnish this certificate to all subcontractors, and any person or entity purchasing materials
for the Work shall present such certificate to all material suppliers as authorization to purchase, on behalf of the Owner, all tangible personal property and materials to be incorporated into or consumed in the Work and no other on a tax-exempt basis. Such suppliers shall provide to the purchasing party invoices bearing the name of the exempt entity and the project identification number. Nothing in this section shall be deemed to exempt from any sales or similar tax the purchase of any construction machinery, equipment or tools used in construction, repairing or remodeling facilities for the Owner. All invoices for all personal property and materials purchased under a Project Tax Exemption Certificate shall be retained by the Contractor for a period of five years and shall be subject to audit by the Director of Revenue.

3.17.3 Any excess resalable tangible personal property or materials which were purchased for the project under this Project Tax Exemption Certificate but which were not incorporated into or consumed in the Work shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by such purchasing party not later than the due date of the purchasing party’s Missouri sales or use tax return following the month in which it was determined that the materials were not used in the Work.

3.17.4 If it is determined that sales tax is owed by the Contractor on property and materials due to the failure of the Owner to revise the certificate expiration date to cover the applicable date of purchase, Owner shall be liable for the tax owed.

3.17.5 The Owner shall not be responsible for any tax liability due to Contractor’s neglect to make timely orders, payments, etc. or Contractor’s misuse of the Project Tax Exemption Certificate. Contractor represents that the Project Tax Exemption Certificate shall be used in accordance with RSMo § 144.062 and the terms of the Project Tax Exemption Certificate. Contractor shall indemnify the Owner for any loss or expense, including but not limited to, reasonable attorneys’ fees, arising out of Contractor’s use of the Project Tax Exemption Certificate.

3.17 Contractor’s Construction Schedules

3.17.1 The Contractor, within fifteen (15) days after the issuance of the Notice to Proceed, shall prepare and submit for the Owner's and Architect's information Contractor's construction schedule for the Work and shall set forth interim dates for completion of various components of the Work and Work Milestone Dates as defined herein. The schedule shall not exceed time limits current under the Contract Documents, shall be revised on a monthly basis or as requested by the Owner’s Representative as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work. The Contractor shall conform to the most recent schedule.

3.17.2 The construction schedule shall be in a detailed format satisfactory to the Owner’s Representative and the Architect and in accordance with the detailed schedule requirements set forth in this document and the Special Conditions. If the Owner’s Representative or Architect has a reasonable objection to the schedule submitted by Contractor, the construction schedule shall be promptly revised by the Contractor. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays.

3.17.3 As time is of the essence to this contract, the University expects that the Contractor will take all necessary steps to ensure that the project construction schedule shall be prepared in accordance with the specific requirements of the Special Conditions to this contract. At a minimum, contractor shall comply with the following:

1. The schedule shall be prepared using Primavera P3, Oracle P6, Microsoft Project or other software acceptable to the Owner’s Representative.

2. The schedule shall be prepared and maintained in CPM format, in accordance with Construction CPM Scheduling, published by the Associated General Contractors of American (AGC).

3. Prior to submittal to the Owner’s Representative for review, Contractor shall obtain full buy-in to the schedule from all major subcontractors, in writing if so requested by Owner’s Representative.

4. Schedule shall be updated, in accordance with Construction CPM Scheduling, published by the AGC, on a monthly basis at minimum, prior to, and submitted with, the monthly pay application or as requested by the Owner’s Representative.

5. Along with the update the Contractor shall submit a narrative report addressing all changes, delays and impacts, including weather to the schedule during the last month, and explain how the end date has been impacted by same.

6. The submission of the updated certificates that all delays and impacts that have occurred on or to the project during the previous month have been factored into the update and are fully integrated into the schedule and the projected completion date.

Failure to comply with any of these requirements will be considered a material breach of this contract. See Special Conditions for detailed scheduling requirements.

3.17.4 In the event the Owner’s Representative or Architect determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the
right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) expediting delivery of materials, and (4) other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum concerning Extraordinary Measures required by the Owner under or pursuant to this Paragraph 3.17.3. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph 3.17.3 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 Rights of the Owner
4.1.1 The Owner's Representative will administer the Construction Contract. The Architect will assist the Owner's Representative with the administration of the Contract as indicated in these Contract Documents.

4.1.2 If, in the judgment of the Owner's Representative, it becomes necessary to accelerate the work, the Contractor, when directed by the Owner's Representative in writing, shall cease work at any point and transfer its workers to such point or points and execute such portions of the work as may be required to enable others to hasten and properly engage and carry out the work, all as directed by the Owner's Representative. The additional cost of accelerating the work, if any, will be borne by the Owner, unless the Contractor's work progress is behind schedule as shown on the most recent progress schedule.

4.1.3 If the Contractor refuses, for any reason, to proceed with what the Owner believes to be contract work, the Owner may issue a Construction Directive, directing the Contractor to proceed. Contractor shall be obligated to promptly proceed with this work. If Contractor feels that it is entitled to additional compensation for this work, it may file a claim for additional compensation and/or time, in accordance with 4.4 of this document.

4.1.4 The Owner's Representative, may, by written notice, require a Contractor to remove from involvement with the Work, any of Contractor’s personnel or the personnel of its Subcontractors of any tier whom the Owner's Representative may deem abusive, incompetent, careless, or a hindrance to proper and timely execution of the Work. The Contractor shall comply with such notice promptly, but without detriment to the Work or its progress.

4.1.5 The Owner's Representative will schedule Work status meetings that shall be attended by representatives of the Contractor and appropriate Subcontractors of any tier. Material suppliers shall attend status meetings if required by the Owner's Representative. These meetings shall include preconstruction meetings.

4.1.6 The Owner does not allow smoking on University property.

4.2 Rights of the Architect
4.2.1 The Architect will interpret requirements of the Contract Documents with respect to the quality, quantity and other technical requirements of the Work itself within a reasonable time after written request of the Contractor. Contractor shall provide Owner’s Representative a copy of such written request.

4.3 Review of the Work
4.3.1 The Architect and the Owner's Representative shall, at all times, have access to the Work; and the Contractor shall provide proper and safe facilities for such access.

4.3.2 The Owner’s Representative shall have authority to reject Work that does not strictly comply with the requirements of the Contract Documents. Whenever the Owner’s Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, Owner’s Representative shall have the authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed.

4.3.3 The fact that the Architect or the Owner's Representative observed, or failed to observe, faulty Work, or Work done which is not in accordance with the Contract Documents, regardless of whether or not the Owner has released final payment, shall not relieve the Contractor from responsibility for all damages and additional costs of the Owner as a result of defective or faulty Work.

4.4 Claims
4.4.1 A Claim is a demand or assertion by Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or any other relief with respect to the terms of the Contract. The term "Claim(s)" also includes demands and assertions of Contractor arising out of or relating to the Contract Documents, including Claims based upon breach of contract, mistake, misrepresentation, or other cause for Contract Modification or
Claims must be made by written notice. Contractor shall have the responsibility to substantiate Claims.

4.4.2 Claims by Contractor must be made promptly, and no later than within fourteen (14) days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Such notice shall include a detailed statement setting forth all reasons for the Claim and the amount of additional money and additional time claimed by Contractor. The notice of Claims shall also strictly comply with all other provisions of the Contract Documents. Contractor shall not be entitled to rely upon any grounds or basis for additional money on additional time not specifically set forth in the notice of Claim. All Claims not made in the manner provided herein shall be deemed waived and of no effect. Contractor shall furnish the Owner and Architect such timely written notice of any Claim provided for herein, including, without limitation, those in connection with alleged concealed or unknown conditions, and shall cooperate with the Owner and Architect in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim.

4.4.3 Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments that are not in dispute in accordance with the Contract Documents.

4.5 Claims for Concealed or Unknown Conditions

4.5.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner's Representative promptly before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions. The Owner's Representative will promptly investigate such conditions. If such conditions differ materially, as provided for above and cause an increase or decrease in the Contractor’s cost, or time, required for performance of the Work, an equitable adjustment in the Contract sum or Contract Time, or both, shall be made, subject to the provisions and restrictions set forth herein. If the Owner's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Documents, and that no change in the terms of the Contract is justified, the Owner's Representative will notify the Contractor in writing. If the Contractor disputes the finding of the Owner’s Representative that no change in the terms of the Contract terms is justified, Contractor shall proceed with the Work, taking whatever steps are necessary to overcome or correct such conditions so that Contractor can proceed in a timely manner. The Contractor may have the right to file a Claim in accordance with the Contract Documents.

4.5.2 It is expressly agreed that no adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor’s (1) prior inspections, tests, reviews and preconstruction investigations for the Project, or (2) inspections, tests, reviews and preconstruction inspections which the Contractor had the opportunity to make or should have performed in connection with the Project.

4.6 Claim for Additional Cost

4.6.1 If the Contractor makes a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. In addition to all other requirements for notice of a Claim, said notice shall detail and itemize the amount of all Claims and shall contain sufficient data to permit evaluation of same by Owner.

4.7 Claims for Additional Time

4.7.1 If the Contractor makes a Claim for an increase in the Contract Time, written notice as provided herein shall be given before proceeding to execute the Work. In addition to other requirements for notice of a Claim, Contractor shall include an estimate of the probable effect of delay upon the progress of the Work, utilizing a CPM Time Impact Schedule Analysis, (TIA) as defined in the AGC Scheduling Manual. In the case of a continuing delay, only one Claim is necessary.

4.7.2 If weather days are the basis for a Claim for additional time, such Claim shall be documented by the Contractor by data acceptable to the Owner's Representative substantiating that weather conditions for the period of time in question, had an adverse effect on the critical path of the scheduled construction. Weather days shall be defined as days on which critical path work cannot proceed due to weather conditions (including but not limited to rain, snow, etc.), in excess of the number of days shown on the Anticipated Weather Day schedule in the Special Conditions. To be considered a weather day, at least four hours must be lost due to the weather conditions on a critical path scope item for that day. Weather days and Anticipated weather days listed in the Special Conditions shall only apply to Monday through Friday. A weather day claim cannot be made for Saturdays, Sundays, New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and
Christmas Day, unless that specific day was approved in writing for work by the Owner’s Representative.

.1 The Contractor must have fulfilled its contract obligations with respect to temporary facilities and protection of its work; and worker protection for hot and cold weather per OSHA guidelines.

.2 If the contract obligations have been satisfied, the Owner will review requests for non-compensable time extensions for critical path activities as follows:

.2.1 If the Contractor cannot work on a critical path activity due to adverse weather, after implementing all reasonable temporary weather protection, the Contractor will so notify the Owner’s Representative. Each week, the Contractor will notify the Owner’s Representative of the number of adverse weather days that it believes has experienced in the previous week. As provided in the contract, until such time as the weather days acknowledged by the Owner’s Representative exceed the number of days of adverse weather contemplated in the Special Conditions, no request for extension of the contract completion time will be considered.

.2.2 If the Contractor has accumulated in excess of the number of adverse weather days contemplated in the Special Conditions due to the stoppage of work on critical path activities due to adverse weather, the Owner will consider a time extension request from the Contractor that is submitted in accordance with the contract requirements. The Owner will provide a change order extending the time for contract completion or direct an acceleration of the work in accordance with the contract terms and conditions to recover the time lost due to adverse weather in excess of the number of adverse weather working days contemplated in the Special Conditions.

4.7.3 If any other Force Majeure event results in the delay to the critical path of the project, the Owner will consider a time extension request from the Contractor that is submitted in accordance with the contract requirements.

4.7.4 The Owner will consider and evaluate requests for time extensions due to changes or other events beyond the control of the Contractor on a monthly basis only, with the submission of the Contractor’s updated schedule, in conjunction with the monthly application for payment.

4.8 Resolution of Claims and Disputes

4.8.1 The Owner’s Representative will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the Contractor, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

4.8.2 If a Claim has not been resolved, the Contractor shall, within ten days after the Owner's Representative's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested, (2) modify the initial Claim, or (3) notify the Owner's Representative that the initial Claim stands.

4.8.3 If a Claim has not been resolved after consideration of the foregoing and of further information presented by the Contractor, the Contractor has the right to seek administrative review as set forth in Section 4.9. However, Owner’s Representative’s decisions on matters relating to aesthetics will be final.

4.9 Administrative Review

4.9.1 Claims not resolved pursuant to the procedures set forth in the Contract Documents except with respect to Owner’s Representative’s decision on matters relating to aesthetic effect, and except for claims which have been waived by the making or acceptance of final payment, or the Contractor's acceptance of payments in full for changes in work may be submitted to administrative review as provided in this section. All requests for administrative review shall be made in writing.

4.9.2 Upon written request from the Contractor, the Owner’s Review Administrator authorized by the Campus Contracting Officer will convene a review meeting between the Contractor and Owner’s Representative’s within fifteen (15) days of receipt of such written request. The Contractor and Owner’s Representative will be allowed to present written documentation with respect to the claim(s) before or during the meeting. The Contractor and Owner’s Representative will be allowed to present the testimony of any knowledgeable person regarding the claim at the review meeting. The Owner’s Review Administrator will issue a written summary of the review meeting and decision to resolve the Claim within fifteen (15) days. If the Contractor is in agreement with the decision the Contractor shall notify the Owner’s Review Administrator in writing within five (5) days, and appropriate documentation will be signed by the parties to resolve the Claim.

4.9.3 If the Contractor is not in agreement with the proposal of the Owner’s Review Administrator as to the resolution of the claim, the Contractor may file a written appeal with the UM System Contracting Officer, [in care of the Director of Facilities Planning and Development,
regarding the claim at the meeting called by the UM System Contracting Officer will call a meeting of the Contractor, the Owner’s Representative, and the Owner’s Review Administrator by written notice, within thirty (30) days after receipt of the Contractor's written appeal. The Owner’s Review Administrator shall provide the UM System Contracting Officer with a copy of the written decision and summary of the review meeting, the Contractor's corrections or comments regarding the summary of the review meeting, and any written documentation presented by the Contractor and the Owner’s Representative at the initial review meeting. The parties may present further documentation and/or present the testimony of any knowledgeable person regarding the claim at the meeting called by the UM System Contracting Officer.

4.9.4 The UM System Contracting Officer will issue a written decision to resolve the claim within fifteen (15) days after the meeting. If the Contractor is in agreement with the UM System Contracting Officer's proposal, the Contractor shall notify the UM System Contracting Officer in writing within five (5) days, and the Contractor and the Owner shall sign appropriate documents. The issuance of the UM System Contracting Officer's written proposal shall conclude the administrative review process even if the Contractor is not in agreement. However, proposals and any opinions expressed in such proposals issued under this section will not be binding on the Contractor nor will the decisions or any opinions expressed be admissible in any legal actions arising from the Claim and will not be deemed to remove any right or remedy of the Contractor as may otherwise exist by virtue of Contract Documents or law. Contractor and Owner agree that the Missouri Circuit Court for the County where the Work is located shall have exclusive jurisdiction to determine all issues between them. Contractor agrees not to file any complaint, petition, lawsuit or legal proceeding against Owner except with such Missouri Circuit Court.

ARTICLE 5

SUBCONTRACTORS

5.1 Award of Subcontracts
5.1.1 Pursuant to Article 9, the Contractor shall furnish the Owner and the Architect, in writing, with the name, and trade for each Subcontractor and the names of all persons or entities proposed as manufacturers of products, materials and equipment identified in the Contract Documents and where applicable, the name of the installing contractor. The Owner’s Representative will reply to the Contractor in writing if the Owner has reasonable objection to any such proposed person or entity. The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection.

5.1.2 The Contractor may request to change a subcontractor. Any such request shall be made in writing to the Owner’s Representative. The Contractor shall not change a Subcontractor, person, or entity previously disclosed if the Owner makes reasonable objection to such change.

5.1.3 The Contractor shall be responsible to the Owner for acts, defaults, and omissions of its Subcontractors of any tier.

5.2 Subcontractual Relations
5.2.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor of any tier, to the extent of the Work to be performed by the Subcontractor of any tier, to be bound to the Contractor by terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Each subcontract agreement of any tier shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor of any tier so that subcontracting thereof will not prejudice such rights and shall allow to the Subcontractor of any tier, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors. The Contractor shall make available to each proposed Subcontractor of any tier, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor of any tier shall be bound. Subcontractors of any tier shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors of any tier.

5.2.2 All agreements between the Contractor and a Subcontractor or supplier shall contain provisions whereby Subcontractor or supplier waives all rights against the Owner, contractor, Owner’s representative, Architect and all other additional insureds for all losses and damages caused by, arising out of, or resulting from any of the perils covered by property or builders risk insurance coverage required of the Contractor in the Contract Documents. If Contractor fails to include said provisions in all subcontracts, Contractor shall indemnify, defend and hold all the above entities harmless in the event of any legal action by Subcontractor or supplier. If insureds on any such policies require separate
waiver forms to be signed by any Subcontractors of any tier or suppliers, Contractor shall obtain the same.

5.3 Contingent Assignment of Subcontract
5.3.1 No assignment by the Contractor of any amount or any part of the Contract or of the funds to be received thereunder will be recognized unless such assignment has had the written approval of the Owner, and the surety has been given due notice of such assignment and has furnished written consent hereto. 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 the contract and to claims and to 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 6
SEPARATE CONTRACTS AND COOPERATION

6.1 The Owner reserves the right to let other contracts in connection with the Work.

6.2 It shall be the duty of each Contractor to whom Work may be awarded, as well as all Subcontractors of any tier employed by them, to communicate immediately with each other in order to schedule Work, locate storage facilities, etc., in a manner that will permit all Contractors to work in harmony in order that Work may be completed in the manner and within the time specified in the Contract Documents.

6.3 No Contractor shall delay another Contractor by neglecting to perform his work at the proper time. Each Contractor shall be required to coordinate his work with other Contractors to afford others reasonable opportunity for execution of their work. Any costs caused by defective or ill-timed work, including actual damages and liquidated damages for delay, if applicable, shall be borne by the Contractor responsible therefor.

6.4 Each Contractor shall be responsible for damage to Owner's or other Contractor's property done by him or persons in his employ, through his or their fault or negligence. If any Contractor shall cause damage to any other Contractor, the Contractor causing such damage shall upon notice of any claim, settle with such Contractor.

6.5 The Contractor shall not claim from the Owner money damages or extra compensation under this Contract when delayed in initiating or completing his performance hereunder, when the delay is caused by labor disputes, acts of God, or the failure of any other Contractor to complete his performance under any Contract with the Owner, where any such cause is beyond the Owner's reasonable control.

6.6 Progress schedule of the Contractor for the Work shall be submitted to other Contractors as necessary to permit coordinating their progress schedules.

6.7 If Contractors or Subcontractors of any tier refuse to cooperate with the instructions and reasonable requests of other contractors performing work for the Owner under separate contract, in the overall coordinating of the Work, the Owner's Representative may take such appropriate action and issue such instructions as in his judgement may be required to avoid unnecessary and unwarranted delay.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGE ORDERS
7.1.1 A change order is a written instrument prepared by the Owner and signed by the Owner and Contractor formalizing their agreement on the following:

.1 a change in the Work
.2 the amount of an adjustment, if any, in the Contract amount
.3 an adjustment, if any, in the Contract time

7.1.2 The Owner may at any time, order additions, deletions, or revisions in the Work by a Change Order or a Construction Change Directive. Such Change Order or Construction Change Directive shall not invalidate the Contract and requires no notice to the surety. Upon receipt of any such document, or written authorization from the Owner's Representative directing the Contractor to proceed pending receipt of the document, Contractor shall promptly proceed with the Work involved in accordance with the terms set forth therein.

7.1.3 Until such time as the change order is formalized and signed by both the Owner and the Contractor it shall be considered a Change Order Request.

7.1.4 The amount of adjustment in the contract price for authorized Change Orders will be agreed upon before such Change Orders becomes effective and will be determined as follows:

.1 By a lump sum proposal from the Contractor and the Subcontractors of any tier, including overhead and profit.
.2 By a time and material basis with or without a specified maximum. The Contractor shall submit to the Owner's Representative itemized time and material sheets depicting labor, materials, equipment utilized in completing the Work on a daily basis for the Owner's Representative approval. If this pricing option is utilized, the
Contractor may be required to submit weekly reports summarizing costs to date on time and material change orders not yet finalized.

.3 By unit prices contained in the Contractor's original bid and incorporated in the Construction Contract or subsequently agreed upon. Such unit prices contained in the Contractor's original proposal are understood to include the Contractor's overhead and profit. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of the Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

7.1.5 The Contractor shall submit all fully documented change order requests with corresponding back-up documentation within the time requested by the Owner but no later than fourteen (14) working days following 1.) the Owner's request for change order pricing in the case of a lump sum; or 2.) the completion of unit price or time and material work.

7.1.6 The Contractor shall submit change order requests in sufficient detail to allow evaluation by the Owner. Such requests shall be fully itemized by units of labor, material and equipment and overhead and profit. Such breakdowns shall be itemized as follows:

.1 Labor: The Contractor's proposal shall include breakdowns by labor, by trade, indicating number of hours and cost per hour for each Subcontractor as applicable. Such breakdowns shall only include employees in the direct employ of Contractor or Subcontractors in the performance of the Work. Such employees shall only include laborers at the site, mechanics, craftsmen and foremen. Payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor or Subcontractors. Any item or expense outside of these categories is not allowed. The expense of performing Work after regular working hours, on Saturdays, Sundays or legal holidays shall not be included in the above, unless approved in writing and in advance by Owner.

.2 Material, supplies, consumables and equipment to be incorporated into the Work at actual invoice cost to the Contractor or Subcontractors; breakdowns showing all material, installed equipment and consumables fully itemized with number of units installed and cost per unit extended. Any singular item or items in aggregate greater than one thousand dollars ($1,000) in cost shall be supported with supplier invoices at the request of the Owner's Representative. Normal hand tools are not compensable.

.3 Equipment: Breakdown for required equipment shall itemize (at a minimum) delivery / pick-up charge, hourly rate and hours used. Operator hours and rate shall not be included in the equipment breakdown. Contractor must use the most cost effective equipment available in the area and should not exceed the rates listed in the Rental Rate Blue Book for Construction Equipment (Blue Book). Contractor shall submit documentation for the Blue Book to support the rate being requested.

7.2 Construction Change Directive

7.2.1 A construction change directive is a written order prepared and signed by the Owner, issued with supporting documents prepared by the Architect (if applicable), directing a change in the Work prior to agreement on adjustment of the Contract amount or Contract time, or both. A Construction Change Directive shall be used in the absence of complete agreement between the Owner and Contractor on the terms of a change order. If the Construction Change Directive allows an adjustment of the contract amount or time, such adjustment amount shall be based on one of the following methods:

.1 A lump sum agreement, properly itemized and supported by substantiating documents of sufficient detail to allow evaluation.

.2 By unit prices contained in the Contractor's original proposal and incorporated in the Construction Contract or subsequently agreed upon.

.3 A method agreed to by both the Owner and the contractor with a mutually agreeable fee for overhead and profit.

.4 In the absence of an agreement between the Owner and the Contractor on the method of establishing an adjustment of the contract amount, the Owner, with the assistance of the architect, shall determine the adjustment amount on the basis of expenditures by the Contractor for labor, materials, equipment and other costs consistent with other provisions of the Contract. The contractor shall keep and submit to the Owner an itemized accounting of all cost components, either expended or saved, while performing the Work covered under the Construction Change Directive.

7.2.2 Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in the Work involved and advise Owner of Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum, Contract Time or both.

7.2.3 A Construction Change Directive signed by Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them.
Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3 Overhead and Profit
7.3.1 Overhead and Profit on Change Orders shall be applied as follows:

.1 The overhead and profit charged by the Contractor and Subcontractors shall be considered to include, but not limited to, job site office and clerical expense, normal hand tools, incidental job supervision, field supervision, payroll costs and other compensation for project manager, officers, executives, principals, general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, time-keepers, and other personnel employed whether at the site or in principal or a branch office for general superintendent and administration of the Work.

.2 The percentages for overhead and profit charged on Change Orders shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved but in no case shall exceed the following:

- 15% To the Contractor or the Subcontractor of any tier for Work performed with their respective forces or materials purchased
- 5% Credit to the Owner from the Contractor on Work performed by other than his forces
- 5% Credit to the Owner from the first tier Subcontractor on Work performed by his Subcontractor of any tier

7.4 Extended General Conditions
7.4.1 The Contractor acknowledges that the percentage mark-up allowed on change orders for overhead and profit cover the Contractor’s cost of administering and executing the Work, inclusive of change orders that increase the contract time. Contractor further acknowledges that no compensation beyond the specified mark-up percentages for extended overhead shall be due or payable as a result of an increase in the Contract Time.

7.4.2 The Owner may reimburse the Contractor for extended overhead if an extension of the Contract Time is granted by the Owner, in accordance with Article 4.7.1 and the Owner determines that the extension of the Contract Time creates an inequitable condition for the Contractor. If these conditions are determined by the Owner to exist the Contractor may be reimbursed by unit prices contained in the Contractor's original bid and incorporated in the Construction Contract or by unit prices subsequently agreed upon.

7.4.3 If unit prices are subsequently agreed upon, the Contractor’s compensation shall be limited as follows:

.1 For the portion of the direct payroll cost of the Contractor’s project manager expended in completing the Work and the direct payroll cost of other onsite administrative staff not included in Article 7.3.1. Direct payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers’ or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor;

.2 Cost of Contractor’s temporary office, including temporary office utilities expense;

.3 Cost of temporary utilities required in the performance of the work;

.4 Profit not to exceed 5% of the total extended overhead direct costs;

7.4.4 All costs not falling into one of these categories and costs of the Contractor's staff not employed onsite are not allowed.

7.5 Emergency Work
7.5.1 If, during the course of the Work, the Owner has need to engage the Contractor in emergency work, whether related to the Work or not, the Contractor shall immediately
proceed with the emergency work as directed by the Owner under the applicable provisions of the contract. In so doing, Contractor agrees that all provisions of the contract remain in full force and effect and the schedule for the Work is not impacted in any way unless explicitly agreed to in writing by the Owner.

**ARTICLE 8\nTIME**

8.1 **Progress and Completion**

8.1.1 Contractor acknowledges and agrees that time is of the essence of this Contract

8.1.2 Contract Time is the period of time set forth in the Contract for Construction required for Substantial Completion and Final Completion of the entire Work or portions of the Work as defined in the Contract Documents. Time limits stated in the Contract Documents are of the essence of the Contract. The Contract Time may only be changed by a Change Order. By executing the Contract, the Contractor confirms that the Contract Time is a sufficient period for performing the Work in its entirety.

8.1.3 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance and bonds required by Article 11 to be furnished by the Contractor.

8.1.4 The Contractor shall proceed expeditiously and diligently with adequate forces and shall achieve Substantial Completion and Final Completion within the time specified in the Contract Documents.

8.2 **Delay in Completion**

8.2.1 The Contractor shall be liable for all of the Owner's damages for delay in achieving Substantial Completion and/or Final Completion of the entire Work or portions of Work as set forth in the Contract Documents within the Contract Time unless liquidated damages are specifically provided for in the Contract Documents. If liquidated damages are specifically provided for in the Contract for Construction, Contractor shall be liable for such liquidated damages as set forth in Paragraph 8.3

8.2.2 All time limits stated in the Contract are of the essence of the Contract. However, if the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by the Owner's Representative, by changes ordered in the Work, by strikes, lockouts, abnormal weather conditions, jurisdictional disputes, or any other causes beyond the Contractor's reasonable control which the Owner's Representative determines may justify delay then, upon submission of the Time Impact Schedule Analysis (TIA) called out in Section 4.7 of these General Conditions, the Contract Time may be extended for a reasonable time to the extent such delay will prevent Contractor from achieving Substantial Completion and/or Final Completion within the Contract Time and if performance of the Work is not, was not or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. It shall be a condition precedent to any adjustment of the Contract Time that Contractor provide the Owner's Representative with written notice of the cause of delay within seven (7) days from the occurrence of the event or condition which caused the claimed delay. Written notices hereunder shall be in accordance with the applicable provisions of Section 4.7.

8.2.3 The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, (3) prevents Contractor from completing its Work by the Contract Time, and (4) is of a duration not less than one (1) day. Delays attributable to and within the control of a Subcontractor or supplier shall not justify an extension of the Contract Time.

8.2.4 Notwithstanding anything to the contrary in the Contract Documents, except as otherwise noted in these General Conditions, an extension in the Contract Time, to the extent permitted under this Article, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims due to or caused by any events beyond the control of both the Owner and Contractor. In no event shall the Contractor be entitled to any compensation or recovery of any damages or any portion of damages resulting from delays caused by or within the control of Contractor or by acts or omissions of Contractor or its Subcontractors of any tier or delays beyond the control of both Owner and Contractor. If the Contractor contends that delay, hindrance, obstruction or other adverse condition results from acts or omissions of the Owner, the Owner’s Representative or the Architect, Contractor shall promptly provide written notice to the Owner. Contractor shall only be entitled to an adjustment in the Contract Sum to the extent that such acts or omissions continue after the Contractor's written notice to the Owner of such acts or omissions. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be the basis of any Claim for an increase in the Contract Sum or Contract
Time. In the event Contractor is entitled to an adjustment in the Contract Sum for any delay, hindrance, obstruction or other adverse condition caused by the acts or omissions of the Owner, the Owner’s Representative or the Architect, Contractor shall only be entitled to its actual direct costs caused thereby and Contractor shall not be entitled to and waives any right to special, indirect, or consequential damages including loss of profits, loss of savings or revenues, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar type of damages.

8.2.5 If the Contractor submits a progress report or any construction schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied. Further, the Contractor acknowledges and agrees that even if Contractor intends or is able to complete the Work prior to the Contract Time, it shall assert no Claim and the Owner shall not be liable to Contractor for any failure of the Contractor, regardless of the cause of the failure, to complete the Work prior to the Contract Time.

8.3 Liquidated Damages

8.3.1 If Liquidated Damages are prescribed on the Bid Form and Special Conditions in the Contract Documents, the Owner may deduct from the Contract Sum and retain as Liquidated Damages, and not as penalty or forfeiture, the sum stipulated in the Contract Documents for each calendar day after the date specified for completion of the Work that the entire Work is not substantially complete and/or finally complete.

8.3.2 The Owner’s Representative shall establish the date of Substantial completion and the date of Final Completion of the Work which shall be conclusive and binding on the Owner and Contractor for the purpose of determining whether or not Liquidated Damages shall be assessed under terms hereof and the sum total amount due.

8.3.3 Liquidated Damages or any matter related thereto shall not relieve the Contractor or his surety of any responsibility or obligation under this Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 Commencement, Prosecution, and Completion

9.1.1 The Contractor shall commence Work within five (5) days upon the date of a “Notice to Proceed” from the Owner or the date fixed in the Notice to Proceed. Contractor shall prosecute the Work with faithfulness and diligence, and the Contractor shall complete the Work within the Contract Time set forth in the Contract Documents.

9.1.2 The Owner will prepare and forward three (3) copies of the Contract and Performance Bond to the bidder to whom the contract for the Work is awarded and such bidder shall return two (2) properly executed prescribed copies of the Contract and Bond to the Owner.

9.1.3 The construction period, when specified in consecutive calendar days, shall begin when the Contractor receives notice requesting the instruments listed in below. Before the Owner will issue Notice to Proceed to permit the Contractor to begin Work, the Owner shall have received the following instruments, properly executed as described in the Contract Documents. The documents below shall have been received by the Owner within fifteen (15) days after receipt of request for documents:

1. Contract
2. Bond (See Article 11)
3. Insurance (See Article 11)
4. List of Subcontractors of any tier
5. Affirmative Action Plan (see Article 13.4)

9.1.4 In the event Contractor fails to provide Owner such documents, Contractor may not enter upon the site of the Work until such documents are provided. The date the Contractor is required to commence and complete the Work shall not be affected by the Owner denying Contractor access to the site as a result of Contractor’s failure to provide such documents and Contractor shall not be entitled to an adjustment of the Contract Time or Contract sum as a result of its failure to comply with the provisions of this Paragraph

9.1.5 Contracts executed by partnerships shall be signed by all general partners of the partnership. Contracts signed by corporations shall be signed by the President or Vice President and the Secretary or Assistant Secretary. In case the Assistant Secretary or Vice President signs, it shall be so indicated by writing the word "Asst." or "Vice" in front of the words "Secretary" and "President". The corporate seal of the corporation shall be affixed. For all other types of entities, the Contractor and the person signing the Contract on behalf of Contractor represent and warrant that the person signing the Contract has the legal authority to bind Contractor to the Contract.

9.1.6 Any successful bidder which is a corporation organized in a state other than Missouri or any bidder doing business in the State of Missouri under a fictitious name shall furnish, at no cost to the Owner, no later than the time at which the executed Contract for Construction, the Payment Bond, and the Performance Bond are returned, a properly certified copy of its current Certificate of Authority and License to do business in the State of Missouri. No contract will be executed by the Owner until such certificate is furnished by the bidder, unless there already is on file with
the Owner a current certificate, in which event, no additional certificate will be required during the period of time for which such current certificate remains in effect.

9.1.7 Within fifteen (15) calendar days of the issuance of a Notice to Proceed, the Contractor shall submit one (1) signed copy of the following instruments. No payment will be processed until all of these instruments are received and approved by the Owner's Representative.

1 Reproducible progress and payment schedule
2 Contractor's Schedule of Values
3 List of material suppliers
4 Itemized breakdown of all labor rates for each classification. Overhead and profit shall not be included. Payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor or Subcontractors. Any item or expense outside of these categories is not allowed. The expense of performing Work after regular working hours, on Saturdays, Sundays or legal holidays shall not be included in the above, unless approved in writing and in advance by Owner.

5 Itemized breakdown of anticipated equipment rates (breakout operator rate). Overhead and profit shall not be included. Breakdown for required equipment shall itemize (at a minimum) delivery/ pick-up charge, hourly rate and hours used. Operator hours and rate shall not be included in the equipment breakdown. Contractor must use the most cost effective equipment available in the area and should not exceed the rates listed in the Rental Rate Blue Book for Construction Equipment (Blue Book). Contractor shall submit documentation for the Blue Book to support the rate being requested.

9.1.8 The Contractor shall be paid electronically using the Owner’s web-based payment program with a direct electronic transfer from the Owner’s account into the Contractor’s account. The Contractor must submit the following information to the Owner’s Representative:

1 Bank Transit Number for the Contractor’s bank into which the electronic deposit will be made.
2 Bank Account Number for the Contractor’s account into which the electronic deposit will be made.
3 Contractor’s E-Mail address so that formal notification of the deposit by the Owner can be provided.

9.2 Contract Sum

9.2.1 The Owner shall compensate Contractor for all Work described herein and in the Contract Documents the Contract Sum set forth in the Contract for Construction, subject to additions and deletions as provided hereunder.

9.3 Schedule of Values

9.3.1 Within fifteen (15) days after receipt of the Notice to Proceed, the Contractor shall submit to the Owner’s Representative a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner’s Representative may require. This schedule, unless objected to by the Owner’s Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment. The values set forth in such schedule may, at the Owner’s option be used in any manner as fixing a basis for additions to or deletions from the Contract Sum.

9.3.2 The progress and payment schedule of values shall show the following:

1 Enough detail as necessary to adequately evaluate the actual percent complete of any line item on a monthly basis, as determined by the Owner’s Representative.
2 Line items, when being performed by a subcontractor or material supplier, shall correlate directly back to the subcontract or purchase order amount if requested by the Owner’s Representative.

9.4 Applications for Payment

9.4.1 The Contractor shall submit monthly to the Owner’s Representative and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner’s Representative or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage as provided for herein.

9.4.2 Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier.

9.4.3 Progress payments shall be made on account of materials and equipment delivered to the site and incorporated in the Work. No payments will be made for materials and equipment stored at the Project site but not yet incorporated into the Work except as provided in Paragraph 9.4.4.

9.4.4 If approved in writing and in advance by Owner, progress payments may be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Owner may in its sole discretion refuse to grant approval for payments for materials and equipment stored at the Project site but not yet incorporated in the Work. Any approval by Owner for payment for materials and equipment delivered and suitably
stored at the site, or stored offsite as noted below, for subsequent incorporation in the Work shall be conditioned upon Contractor’s demonstrating that such materials and equipment are adequately protected from weather, damage, vandalism and theft and that such materials and equipment have been inventoried and stored in accordance with procedures established by or approved by the Owner. Nothing in this clause shall imply or create any liability on the part of the Owner for the Contractor’s inventory and storage procedures or for any loss or damage to material, equipment or supplies stored on the site, whether incorporated into the work or not. In the event any such loss or damage occurs, the Contractor remains solely responsible for all costs associated with replacement of the affected materials, supplies and equipment including labor and incidental costs, and shall have no claim against the Owner for such loss.

No allowance shall be made in the project pay requests for materials not delivered to the site of the work and incorporated into the work, except as noted below. For the purposes of this Article, Offsite is defined as any location not owned or leased by the Owner. Contractor shall submit a list of materials that they are requesting payment for on one of 60 days of Notice Proceed.

.1 Items considered to be major items of considerable magnitude, if suitably stored, may be allowed in project pay requests on the basis of ninety percent (90%) of invoices

.2 Determination of acceptable “major items of considerable magnitude” and “suitably stored” shall be made by the Owner’s Representative.

.3 Aggregate quantities of materials not considered unique to this project will not be considered for offsite storage payment.

.4 Contractor shall submit to the Owner’s Representative a list of the material for which application for payment for offsite storage is anticipated no less than forty-five days prior to the submission of the applicable pay request. The list shall include a material description, applicable division, quantity and discounts offered to the Owner for early payment. Contractor shall also submit the location the material will be stored and the method of protection.

.5 The storage facility shall be subject to approval by the Owner’s representative, shall be located within an acceptable distance of the project sites as established by the Owner’s Representative and all materials for the Owner’s project must be stored separately from all other items within the storage facility and shall be labeled and stored in the name of the Curators of the University of Missouri.

.6 The Owner’s representative shall be provided a minimum of two weeks notice to visit the storage facility and inspect the stored material prior to submission of the pay request.

.7 Upon favorable inspection by the Owner’s Representative, the Contractor shall, at the Owner’s option, submit the appropriate UCC filing, transferring title of the material or equipment to The Curators of the University of Missouri.

.8 An invoice provided by the supplier shall be included with the applicable pay request.

.9 The contractor shall remain fully responsible for all items, until acceptance of the project by the Owner.

.10 The contractor shall reimburse all costs incurred by the Owner in inspecting and verifying all material stored offsite, including mileage, airfare, meals, lodging and time, charged at a reasonable hourly rate.

9.4.5 The Application for Payment shall constitute a representation by the Contractor to the Owner that the Work has progressed to the point indicated; the quality of the Work covered by the Application for Payment is in accordance with the Contract Documents; and the Contractor is entitled to payment in the amount requested.

9.4.6 The Contractor will be reimbursed for ninety-five percent (95%) of the value of all labor furnished and material installed and computed in the same manner, less all previous payments made. On projects where a bond is not required, the contractor will be reimbursed for ninety percent (90%) of the value of all labor furnished and material installed and computed in the same manner, less all previous payments made.

9.5 Approval for Payment

9.5.1 The Owner’s Representative will, within fifteen (15) days after receipt of the Contractor's Application for Payment, either approve Contractor’s Application for Payment for such amount as the Owner’s Representative determines is properly due, or notify the Contractor of the Owner’s Representative's reasons for withholding certification in whole or in part as provided in Section 9.6.

9.6 Decisions to Withhold Approval

9.6.1 The Owner’s Representative may decide not to certify payment and may withhold approval in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner’s Representative is unable to approve payment in the amount of the Application, the Owner’s Representative will notify the Contractor as provided in Paragraph 9.5.1. If the Contractor and Owner’s Representative cannot agree on a revised amount, the Owner’s Representative will promptly issue approval for payment for the amount for which the Owner’s Representative is able to determine is due Contractor. The Owner’s Representative may also decide not to approve payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of approval for payment previously issued, to such extent as may
be necessary in the Owner’s Representative opinion to protect the Owner from loss because of:

.1 defective Work not remedied or damage to completed Work;
.2 failure to supply sufficient skilled workers or suitable materials;
.3 third party claims filed or reasonable evidence indicating probable filing of such claims;
.4 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, Owner may, at its sole option issue joint checks to subcontractors who have presented evidence that it has not been paid in accordance with the Contract;
.5 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.6 damage to the Owner or another contractor;
.7 reasonable evidence that the Work will not be completed within the Contract Time or an unsatisfactory rate of progress made by Contractor;
.8 Contractor's failure to comply with applicable Laws;
.9 Contractor’s or Subcontractor’s failure to comply with contract Prevailing Wage requirements; or
.10 Contractor’s failure to carry out the Work in strict accordance with the Contract Documents.

9.6.2 When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld.

9.7 Progress Payments
9.7.1 Based upon Applications for Payment submitted to the Owner by the Contractor and approvals issued by the Owner’s Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

9.7.2 The period covered by each Application for Payment shall be one (1) calendar month.

9.7.3 The Owner shall make payment to Contractor for amounts due and approved by Owner’s Representative not later than thirty (30) days after the Owner approves a properly detailed Application for Payment which is in compliance with the Contract Documents. The Owner shall not have the obligation to process or pay such Application for Payment until it receives an Application for Payment satisfying such requirements.

9.7.4 Based on the Schedule of Values submitted by Contractor, Applications for Payment submitted by Contractor shall indicate the actual percentage of completion of each portion of Contractor's Work as of the end of the period covered by the Application for Payment.

9.7.5 The Contractor shall promptly pay each Subcontractor and Supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's or supplier's portion of the Work, the amount to which said Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of each Subcontractor's or supplier's portion of the Work, in full compliance with state statute. The Contractor shall, by appropriate agreement with each Subcontractor or supplier, require each Subcontractor or supplier to make payments to Sub-subcontractors in similar manner.

9.7.6 Neither the Owner nor Architect shall have an obligation to pay or to see the payment of money to a Subcontractor of any tier nor a laborer or employee of Contractor except to the extent required by law. Retainage provided for by the Contract Documents are to be retained and held for the sole protection of Owner, and no other person, firm or corporation shall have any claim or right whatsoever thereto.

9.7.7 An approval for payment by Owner’s Representative, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.8 Failure of Payment
9.8.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment by Contractor shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that to which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that to which the Owner is entitled.

9.9 Substantial Completion
9.9.1 Substantial Completion is the stage in the progress of the Work as defined in Paragraph 1.1.9 as certified by the Owner.

9.9.2 When the Contractor considers the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Owner and the Architect. The Owner’s Representative will make an inspection to determine whether the Work or designated
portions thereof is substantially complete. If the Owner's Representative's inspection discloses any item which is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item upon notification by the Owner's Representative. The Contractor shall then submit a request for another inspection by the Owner’s Representative to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion. Substantial Completion shall transfer from the Contractor to the Owner responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance. In no event shall Contractor have more than thirty (30) days to complete all items on the Punch List and achieve Final Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion or as agreed otherwise.

9.9.3 At the date of Substantial Completion, the Contractor may apply for, and if approved by Owner's Representative, the Owner, subject to the provisions herein, shall increase total payments to one hundred percent (100%) of the Contract Sum less one hundred fifty percent (150%) of the value of any incomplete Work and unsettled claims, as determined by the Owner’s Representative.

9.10 Partial Occupancy or Use
9.10.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, security, maintenance, heat, utilities, damage to the Work and insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by the Owner’s Representative.

9.10.2 Immediately before such partial occupancy or use, the Owner, and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 Final Completion and Final Payment
9.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner’s Representative and the Architect will promptly make such inspection and, when the Owner’s Representative and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Owner’s Representative will promptly issue a final approval for payment; otherwise, Owner’s Representative will return Contractor's Final Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Submission of a Final Application for Payment shall constitute a further representation that conditions listed in Paragraph 9.11.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner’s Representative as part of the final Application for Payment. The final approval for payment will not be issued by the Owner’s Representative until all warranties and guarantees have been received and accepted by the Owner.

9.11.2 The Owner will request the Contractor to submit the application for final payment along with a manually signed notarized letter on the Contractor's letterhead certifying that:
.1 Labor costs, prevailing wage rates, fringe benefits and material costs have been paid.
.2 Subcontractors of any tier and manufacturers furnishing materials and labor for the project have fully completed their Work and have been paid in full.
.3 The project has been fully completed in accordance with the Contract Documents as modified by Change Orders.
.4 The acceptance by Contractor of its Final Payment, by check or electronic transfer, shall be and operate as a release of all claims of Contractor against Owner for all things done or furnished or relating to the Work and for every act or alleged neglect of Owner arising out of the Work.

9.11.3 Final Payment constituting the entire unpaid balance due shall be paid by the Owner to the Contractor within thirty (30) days after Owner's receipt of Contractor's Final Application for Payment which satisfies all the requirements of the Contract Documents and Owner’s receipt of all information and documents set forth in Section 9.11.

9.11.4 No payment under this Contract, including but not limited to final payment, shall constitute acceptance by Owner of any Work or act not in accordance with the requirements of the Contract Documents.

9.11.5 No recourse shall be had against any member of the Board of Curators, or officer thereof, for any payment under the Contract or any claim based thereon.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

GC/27
08/18
10.1 Safety Precautions and Programs

10.1.1 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.

10.1.2 All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.

10.1.3 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.

10.2 Safety Of Persons And Property

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

1 students, faculty, staff, the public, construction personnel, and other persons who may be affected thereby;

2 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

.3 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.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

10.2.3 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.

10.2.4 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.

10.2.5 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 Article 10 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 Article 10, 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.

10.2.6 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 it's employees and it's subcontractors of any tier.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
ARTICLE 11
INSURANCE & BONDS

11.1 Insurance
11.1.1 Contractor shall secure from the date of the Contract for Construction and maintain for such periods of time as set forth below, insurance of such types and in such amounts specified below, to protect Contractor, Owner and others against all hazards or risks of loss described below. The form of such insurance together with carriers thereof, in each case, shall be approved by Owner, but, regardless of such approval, it shall be the responsibility of Contractor to maintain the insurance coverages set forth herein.

11.1.2 The contractor shall not be allowed on the Owners property without proof of the insurance coverages set forth herein.

11.2 Commercial General Liability
11.2.1 Contractor shall secure from the date of the Contract and for a period of at least five (5) years from the date of Final Completion of the entire Work Commercial General Liability insurance (“CGL”) with a combined single limit of not less than $2,000,000 per occurrence, $5,000,000 general aggregate, $5,000,000 products and completed operations aggregate and $1,000,000 personal injury and advertising injury. General Aggregate should apply per project. An umbrella policy may be used to satisfy these limits. If the General Aggregate is not on a per project basis, the contractor shall provide an additional $2,000,000 general aggregate.

11.2.2 CGL insurance shall be written on a comprehensive form and shall cover claims and liability in connection with or resulting from the Contractor’s operations and activities under the Contract, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any operations or activities of the Contractor, its agents, or any Subcontractors of any tier or by anyone directly or indirectly employed by either of them.

11.2.3 CGL insurance shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract) coverages. In particular, and not by way of any limitation, the CGL insurance shall cover the Contractor’s indemnity obligations contained in the Contract Documents.

11.2.4 There shall be no endorsement or modification of the CGL policy limiting the scope of coverage for liability arising from blasting, explosion, collapse, or underground property damage.

11.2.5 “The Curators of the University of Missouri” shall be endorsed as an “additional insured” under the CGL policy. The additional insured status must be conveyed by using the ISO CG 2 10 (2004) edition or equivalent and the ISO CG 20 37 (2004) edition. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractors’ insurance. To confirm, the Endorsement should accompany the insurance certificate.

11.2.6 Contractor waives all rights against Owner and its agents, officers, representatives and employees for recovery of damages to the extent those damages are covered by the CGL policy required hereunder.

11.3 Licensed for Use Vehicle Liability
11.3.1 Contractor shall secure and maintain from the date of the Contract for Construction until the date of Final Completion of the entire Work, inclusive of automobile liability insurance required hereunder.

11.3.2 Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent such damages are covered by the automobile liability insurance required hereunder.

11.4 Workers’ Compensation Insurance
11.4.1 Contractor shall purchase and maintain workers’ compensation insurance and employers’ liability insurance
which shall protect Contractor from claims for injury, sickness, disease or death of Contractor’s employees or statutory employees. The insurance policies required hereunder shall include an “all states” or “other states” endorsement. In case any Work is sublet, Contractor shall require any Subcontractor of any tier to provide the insurance coverages required under this Section 11.4.

11.4.2 Contractor’s workers’ compensation insurance coverage shall be in compliance with all applicable Laws, including the statutes of the State of Missouri. Contractor’s employers’ liability coverage limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

11.5 Liability Insurance General Requirements

11.5.1 All insurance coverages procured by Contractor shall be provided by agencies and insurance companies acceptable to and approved by Owner. Any insurance coverage shall be provided by insurance companies that are duly licensed to conduct business in the State of Missouri as an admitted carrier. The form and content of all insurance coverage provided by Contractor are subject to the approval of Owner. All required insurance coverages shall be obtained and paid for by Contractor. Any approval of the form, content or insurance company by Owner shall not relieve the Contractor from the obligation to provide the coverages required herein.

11.5.2 All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A-" and financial ratings not lower than "XI" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than $10,000.00 and shall not be subject to a per-occurrence deductible of more than $25,000.00. Insurance procured by Contractor covering the additional insureds shall be primary insurance and any insurance maintained by Owner shall be excess insurance.

11.5.3 All insurance required hereunder shall provide that the insurer’s cost of providing the insureds a defense and appeal, including attorneys’ fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer’s separate responsibility. Contractor shall cause its insurance carriers to waive all rights of subrogation, except for Workers’ Compensation, against the Owner and its officers, employees and agents.

11.5.4 The Contractor shall furnish the Owner with certificates, Additional Insured endorsements, policies, or binders which indicate the Contractor and/or the Owner and other Contractors (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the work. Contractor is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. Contractor fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Contractor without notice to the Contractor.

11.5.5 With respect to all insurance coverages required to remain in force and affect after final payment, Contractor shall provide Owner additional certificates, policies and binders evidencing continuation of such insurance coverages along with Contractor’s application for final payment and shall provide certificates, policies and binders thereafter as requested by Owner.

11.5.6 The maintenance in full current force and effect of such forms and amounts of insurance and bonds required by the Contract Documents shall be a condition precedent to Contractor’s exercise or enforcement of any rights under the Contract Documents.

11.5.7 Failure of Owner to demand certificates, policies and binders evidencing insurance coverages required by the Contract Documents, approval by Owner of such certificates, policies and binders or failure of Owner to identify a deficiency from evidence that is provided by Contractor shall not be construed as a waiver of Contractor’s obligations to maintain the insurance required by the Contract Documents.

11.5.8 The Owner shall have the right to terminate the Contract if Contractor fails to maintain the insurance required by the Contract Documents.

11.5.9 If Contractor fails to maintain the insurance required by the Contract Document, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense. If Owner is damaged by Contractor’s failure to maintain the insurance required by the Contract Documents, Contractor shall bear all reasonable costs properly attributable to such failure.

11.5.10 By requiring the insurance set forth herein and in the Contract Documents, Owner does not represent or warrant that coverage and limits will necessarily be adequate to protect Contractor, and such coverages and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.
11.5.11 If Contractor’s liability policies do not contain a standard separation of insureds provision, such policies shall be endorsed to provide cross-liability coverage.

11.5.12 If a part of the Work hereunder is to be subcontracted, the Contractor shall: (1) cover any and all Subcontractors in its insurance policies; (2) require each Subcontractor to secure insurance which will protect said Subcontractor and supplier against all applicable hazards or risks of loss designated in accordance with Article 11 hereunder; and (3) require each Subcontractor or supplier to assist in every manner possible in the reporting and investigation of any accident, and upon request, to cooperate with any insurance carrier in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required by any claim or suit.

11.5.13 It is understood and agreed that the insurance coverages required by the provisions of this Article 11 are required in the public interest and that the Owner does not assume any liability for acts of Contractor or Subcontractors of any tier or their employees in the performance of the Contract or Work.

11.6 Builder’s Risk Insurance

11.6.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Missouri, as an admitted carrier, builder’s risk insurance on the entire Work. Such insurance shall be written on a completed value form for the entire Work. The insurance shall apply on a replacement cost basis.

11.6.2 The insurance as required herein shall name as insureds the Owner, Contractor and all Subcontractors of any tier. The insurance policy shall contain a provision that the insurance will not be canceled, allowed to expire or materially changed until at least thirty (30) days prior written notice has been given to Owner.

11.6.3 The insurance as required herein shall cover the entire Work, including reasonable compensation for Architect’s services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site (including all offsite stored materials) but intended for use at the site, and shall also cover portions of the Work in transit, including ocean transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

11.6.4 The insurance required herein shall be on an all risk form and shall be written to cover all risks of physical loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, frost, water damage, windstorm and freezing.

11.6.5 If there are any deductibles applicable to the insurance required herein, Contractor shall pay any part of any loss not covered because of the operation of such deductibles.

11.6.6 The insurance as required herein shall be maintained in effect until the earliest of the following dates:

.1 the date which all persons and organization who are insureds under the policy agree in writing that it shall be terminated;

.2 the date on which final payment of this Contract has been made by Owner to Contractor; or

.3 the date on which the insurable interests in the property of all insureds other than the Owner have ceased.

11.6.7 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors of any tier, suppliers, agents and employees, each of the other, (2) the Architect and Architect's consultants, and (3) separate contractors described in Article 6, if any, and any of their subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.7 or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors of any tier, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.

11.6.8 A loss insured under Contractor's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, subject to requirements of the Contract Documents. The Contractor shall pay Subcontractors of any tier their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors of any tier to make payments to their Sub-subcontractors in similar manner.

11.7 Bonds

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08/18
11.7.1 When the Contract sum exceeds Fifty Thousand Dollars ($50,000), the Contractor shall procure and furnish a Performance Bond and a Payment Bond in the form prepared by the Owner, each in an amount equal to one hundred percent (100%) of the Contract Sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee Contractor’s faithful performance of this Contract, including but not limited to Contractor’s obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guaranty Period as required by the Contract Documents.

11.7.2 The bonds required hereunder shall be executed by a responsible surety licensed in the State of Missouri, with a Best’s rating of no less than A-/XI. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

11.7.3 If the surety of any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this paragraph, Contractor shall within ten (10) days substitute another bond and surety, both of which must be acceptable to Owner. If Contractor fails to make such substitution, Owner may procure such required bonds on behalf of Contractor at Contractor's expense.

11.7.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds to such person or entity.

11.7.5 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety, as it relates to items one through four. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of Contractor under the Contract Documents and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

11.7.6 Contractor shall indemnify and hold harmless the Owner and any agents, employees, representative or member of the Board of Curators from and against any claims, expenses, losses, costs, including reasonable attorneys’ fees, as a result of any failure of Contractor to procure the bonds required herein.

ARTICLE 12
UNCOVERING AND CORRECTION OF THE WORK

12.1 Uncovering of the Work
12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Architect or the Owner's Representative, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect or the Owner's Representative has not specifically requested to observe, prior to its being covered, the Architect or the Owner's Representative may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner will be responsible for payment of such costs.

12.2 Correction of the Work
12.2.1 The Architect or Owner's Representative shall have the right to reject Work not in strict compliance with the requirements of the Contract Documents. The Contractor shall promptly correct Work rejected by the Architect or the Owner's Representative for failing to conform to the requirements of the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed, or completed. If Work has been rejected by Architect or Owner's Representative, the Architect or Owner's Representative shall have the right to require the Contractor to remove it from the Project site and replace it with Work that strictly conforms to the requirements of the Contract Documents. The Contractor shall pay all claims, costs, losses and damages caused by or resulting from the correction, removal or replacement of defective Work, including but not limited to, all costs of repair or replacement of Work of others. The Contractor shall bear costs of correcting, removing and replacing such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. If prior to the date of final payment, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of
the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to “like new” condition at no expense to the Owner.

12.2.2 If, within twelve (12) months after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found not to be in strict accordance with the requirements of the Contract Documents, the Contractor shall correct or remove and replace such defective Work, at the Owner’s discretion. Such twelve (12) month period is referred to as the “Guarantee Period.” The obligations under this Paragraph 12.2.2 shall cover any repairs, removal and replacement to any part of the Work or other property caused by the defective Work.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct or remove it and replace such nonconforming Work. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may take action to correct or remove the nonconforming work at the contractor’s expense.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged Work or property, whether completed or partially completed, of the Owner or of others caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in Article 12 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the twelve (12) month Guarantee Period as described in Article 12 relates only to the specific obligation of the Contractor to correct, remove or replace the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents. The requirements of Article 12 are in addition to and not in limitation of any of the other requirements of the Contract for warranties or conformance of the Work to the requirements of the Contract Documents.

12.3 Acceptance of Nonconforming Work
12.3.1 The Owner may accept Work which is not in accordance with the Contract Documents, instead of requiring its removal and correction, in its sole discretion. In such case the Contract Sum will be adjusted as appropriate and equitable. Such adjustment shall be made whether or not final payment has been made. Nothing contained herein shall impose any obligation upon the Owner to accept nonconforming or defective Work.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Written Notice
13.1.1 All notices required to be given by the contractor under the terms of this Contract shall be made in writing. Written notice when served by the Owner will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an office of the corporation for which it was intended, or if delivered at or sent to the last business address known to the party giving notice.

13.2 Rights and Remedies
13.2.1 Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.2.2 No action or failure to act by the Owner, the Architect, or the Owner’s Representative will constitute a waiver of a right or duty afforded to the Owner under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.2.3 The terms of this Contract and all representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Work and shall remain in effect so long as the Owner is entitled to protection of its rights under applicable law.

13.2.4 Contractor shall carry out the Work and adhere to the current construction schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Owner and Contractor may otherwise agree to in writing.
13.3 Tests and Inspections
13.3.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules or regulations shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, and shall bear related costs of tests, inspections, and approvals. The Contractor shall give the Architect and the Owner's Representative timely notice of when and where tests and inspections are to be made so the Architect and/or the Owner's Representative may observe procedures.

13.3.2 If the Architect or the Owner's Representative determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, or required by law, the Architect, or the Owner's Representative will instruct the Contractor to make arrangements for such additional testing, inspection, or approval by an entity acceptable to the Owner's Representative and the Contractor shall give timely notice to the Architect, and the Owner's Representative, of when and where tests and inspections are to be made so the Architect and/or the Owner's Representative may observe such procedures. The Owner will bear such costs except as provided elsewhere in Article 13.

13.3.3 If such procedures for testing, inspection, or approval under Article 13 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses.

13.3.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner’s Representative and Architect.

13.3.5 Contractor shall take all necessary actions to ensure that all tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.3.6 Contractor shall arrange for and pay for all costs of all testing required by the Contract Documents or any applicable Laws for materials to be tested or certified at or on the place or premises of the source of the material to be supplied. The Owner shall have the right to require testing of all materials at the place of the source of the material to be supplied if not required by the Contract Documents or any applicable Laws. The Owner shall bear the costs of such tests and inspections not required by the Contract Documents or by applicable Laws unless prior defective Work provides Architect or Owner with a reasonable belief that additional defective Work may be found, in which case Contractor shall be responsible for all costs of tests and inspections ordered by the Owner or Architect, whether or not such tests or inspection reveals that Work is in compliance with the Contract Documents.

13.4 Nondiscrimination in Employment Equal Opportunity
13.4.1 The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706) and Executive Order 11758, and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

13.5 Supplier Diversity Goal Program
13.5.1 The Contractor shall subcontract with diverse firms no less than the amount pledged in the Contractor’s Bid and/or the amount accepted by the Owner.

13.5.2 If the Contractor must remove any diverse subcontractor of any tier, the Contractor shall replace the diverse subcontractor of any tier with another diverse subcontractor(s) of equal dollar value to the diverse supplier removed. The Contractor shall immediately notify the Owner’s Representative in writing of the Contractor’s intent to remove any, and the Contractor’s plan to maintain subcontracts with diverse firms of no less than amount pledged in the Contractor’s Bid and/or the amount accepted by the Owner. All changes of diverse subcontractor of any tier shall be approved by the Director of Facilities Planning & Development.

13.5.3 If the Contractor fails to meet or maintain the contractor’s Supplier Diversity subcontracting pledge, the Contractor shall immediately notify in writing the Owner’s Representative, and the Director of Facilities Planning & Development. Such notice shall include a description of the Contractor’s good faith effort to comply with their Supplier Diversity subcontracting pledge.

13.5.4 If the Director of Facilities Planning & Development finds the Contractor has failed in good faith with the Owner’s Supplier Diversity goal program, the Director may take appropriate action, including but not limited to, declaring the Contractor ineligible to participate in any contracts with the Owner for a period not to exceed six (6) months, and/or directing that the Contractor's actions be
declared a material breach of the Contract and that the Contract be terminated.

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

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

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

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

.4 The exclusion of discrimination from collective bargaining agreements.

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

13.5.6 In the enforcement of this non-discrimination requirement, the Owner may use any reasonable procedures available, including but not limited to: requests, reports, site visits, and inspection of relevant documents of Contractors and Subcontractors of any tier. The contractor shall submit a final Affidavit of Supplier Diversity Participation for each diverse firm at the end of the project stating the actual amount paid to the diverse firm.

13.6 Wage Rates (If the contract amount is less than $75,000, the requirements of this section will not apply. Any contract adjustments that increase the contract above $75,000 will be subject to this section.)

13.6.1 The Contractor shall pay workers employed in the execution of this contract in full each week and not less than the predetermined wage rates and overtime for work of a similar character that have been made a part of this Contract. These rates are determined by the University of Missouri Director of Facilities Planning and Development. The rates are based on wage rates published in the Annual Wage Orders of the Missouri Department of Labor and Industrial Relations (MDLIR). The Contractor is to use MDLIR 8 CSR 30-3.020; .030; .040, .060 in determining the appropriate occupational titles and rates for workers used in the execution of this contract. All determinations and/or interpretations regarding wage rates and classification of workers will be made by the office of the University of Missouri Director of Facilities Planning and Development. The Contractor is responsible for the payment of the aggregate of the Basic Hourly Rate and the Total Fringe Benefits to the workers on the project. Fringe benefit payments may be made to the worker in cash, or irrevocably made by a Contractor or Subcontractor to a trustee or to a third person pursuant to a fund, plan or program, or pursuant to an enforceable commitment, or any combination thereof, to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the Contractor or Subcontractor is not required by other federal or state law to provide any of the benefits as referenced in §290.210(5) RSMo 1994. Pay for travel, mileage, meals, bonuses, or other expenses are not fringe benefits and cannot be considered part of the workers wage rate. The Contractor shall not make any deductions for food, sleeping accommodations, transportation, use of small tools, uniforms, or anything of any kind or description, unless the Contractor and employee enter into an agreement in writing at the beginning of the worker’s term of employment, and such agreement is approved by the Owner. In the event the contract contains more than one wage determination the Contractor shall comply with both.

13.6.2 The Contractor shall submit to the Owner with the Contractor’s periodic pay request, certified payroll records for labor performed by the Contractor and Subcontractors of any tier. The Contractor shall submit all required certified payroll information records electronically in pdf format using the Owner’s web-based payment program. The certified payroll forms shall contain the name, address, personal identification number, and occupational title of the workers as well as the hours they work each day. The Owner’s acceptance of certified payroll records does not in any way relieve the Contractor of any responsibility for the payment of prevailing wages to workers on the project. The Contractor shall also maintain copies of the certified payroll.
The Owner may, at any time, request copies of, and/or inspect all of the Contractor's payroll records for the Work to verify compliance. The Contractor shall furnish the Owner copies of payroll records within 10 days of the Owner's written request. The Contractor shall provide copies of workers I-9 forms within 24 hours of written notice. (If applicable, and required by Owner, the Contractor will demonstrate that the Contractor is enrolled and participating in a federal work authorization program with respect to the employees working in connection with this project.) Such payroll records shall be maintained in accordance with Article 13.7.1 and shall be available for inspection for two (2) years after final completion of the Work. The contractor further agrees, in the event the records are not presented as requested, he will abide by any decision made by the Owner regarding underpayment of wages to workers and amounts owed them as well as liquidated damages for underpayment of wages. Falsification of the certified payroll records may result in the debarment of the contractor or subcontractor from future work with the University.

13.6.3 The acquisition of products or services is subject to the supplier's conformance to the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Ch. 60).

13.6.4 The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), which are incorporated herein by reference. In addition, the Weekly Statement of Compliance required by these Regulations shall also contain a statement that the applicable fringe benefits paid are equal to or greater than those set forth in the minimum wage decision.

13.6.5 Contractor acknowledges that violation of the requirements of Article 13.6 result in additional costs to Owner, including, but not limited to, cost of construction delays, of additional work for Owner’s staff and legal expense. The cost of Contractor’s violation of the provisions of Article 13.6 would be and is difficult to determine and establish. In the event that Contractor fails to comply with the provisions of this Article 13.6, Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of Fifty Dollars ($50.00) per day per individual who is paid less than the applicable prevailing wage, to approximate the investigative cost resulting to the Owner for such violations. To approximate the delay costs, Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of One Hundred Dollars ($100.00) per day for each day the Contract cannot be closed out and final payment made because of Contractor’s failure to comply with the provisions of this Article 13.6. Such liquidated damages shall be collected regardless of whether the Work has been completed. The liquidated damages and other amounts set forth in this Article 13.6 shall be in addition to all other liquidated damages the Owner may be entitled as set forth in the Contract Documents.

13.6.6 The Owner may deduct liquidated damages described Article 13 and the amounts set forth in Article 13 from any unpaid amounts then or thereafter due the Contractor under the Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner.

13.6.7 The Contractor shall specifically incorporate the obligations of Article 13 into the subcontracts, supply agreements and purchase orders for the Work and require the same of any Subcontractors of any tier.

13.6.8 Contractor acknowledges and recognizes that a material factor in its selection by the Owner is the Contractor’s willingness to undertake and comply with the requirements of this Article 13.6. If Contractor fails to comply with the provisions of this Article 13.6, Owner may, in its sole discretion, immediately terminate the Contract upon written notice. The rights and remedies of Owner provided herein shall not be exclusive and are in addition to other rights and remedies provided by law or under this Contract.

13.6.9 Only such workers who are individually registered in a bona fide apprenticeship program approved by the U.S. Department of Labor, Office of Apprenticeship can be paid less than the journeyperson rate of pay. “Entry Level Workers; must be registered apprentices. The apprenticeship ratio will be one to one with a journeyperson of the same classification. Any worker not registered as an apprentice per this section will be paid as a journeyperson.

13.6.10 The Contractor shall post the wage rates for the contract in a conspicuous place at the field office on the project. On projects where there is no field office the Contractor may post the wage rates at their local office, as long as they provide a copy of the wage rates to a worker upon request. The wage rates shall be kept in a clearly legible condition for the duration of the project.

13.6.11 Neither the Contractor, nor any Subcontractor of any tier, nor any person hired by them or acting on their behalf, shall request or demand that workers pay back, return, donate, contribute or give any part, or all, of said workers wages, salary, or any thing of value, upon the statement, representation or understanding that failure to comply with such request or demand will prevent such worker from procuring or retaining employment. The exception being to an agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.
13.6.12 No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on this project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in contract. In the event a wage subsidy, bid supplement, or rebate is provided or received, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the University within thirty days of receipt of payment. This disclosure report shall be a matter of public record. Any employer not in compliance with this Article shall owe to the University double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate for each hour that work was performed.

13.6.13 Time and one half overtime will be paid on all hours over 10 hours per day or 40 hours per week. The wage rate is the total of the “Basic Hourly Rate” plus “Total Fringe Benefits” or the “public works contracting minimum wage”. For all work performed on a Sunday or Holiday, not less than twice the prevailing hourly rate of pay or public works contracting minimum wage will apply. Holidays are as follows: January first, the last Monday in May, July fourth, the first Monday in September, November 11, the fourth Thursday in November, December twenty-fifth. If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

13.7 Records

13.7.1 The Owner, or any parties it deems necessary, shall have access to and the right to examine any accounting or other records of the Contractor involving transactions and Work related to this Contract for five (5) years after final payment or five (5) years after the final resolution of any on going disputes at the time of final payment. All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors of any tier shall be required by Contractor to maintain records and to permit audits as required of Contractor herein.

13.8 Codes and Standards

13.8.1 The Work shall be performed to comply with the International Code Council (ICC) Codes, and the codes and standards noted below. The latest editions and supplements of these Codes and Standards in effect on the date of the execution of the Contract for Construction shall be applicable unless otherwise designated in the Contract Documents. Codes and standards required by accreditation agencies will also be used unless the ICC requirements are more stringent. In the event that special design features and/or construction systems are not covered in the ICC codes, the applicable edition of the National Fire Protection Association (NFPA) family of standards and/or the NFPA 101 Life Safety Code shall be used.

.1 ICC International Building Code and reference standards
.2 ICC International Plumbing Code
.3 ICC International Mechanical Code
.4 NFPA 70 National Electric Code (NEC)
.5 Americans with Disabilities Act – Standards for Accessible Design.
.6 American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks as published by the American Society of Mechanical Engineers (ASME), American National Standards Institute (ANSI) A17.1
.7 NFPA 101 Life Safety Code (as noted above)
.8 American Concrete Institute (ACI)
.9 American National Standards Institute (ANSI)
.10 American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
.11 American Refrigeration Institute (ARI)
.12 American Society for Testing and Materials (ASTM)
.13 Missouri Standard Specification for Highway Construction, Missouri State Highway Commission
.14 National Electrical Manufacturers Association (NEMA)
.15 Underwriter's Laboratories, Inc. (UL), Federal Specifications
.16 Williams Steiger Occupational Safety and Health Act of 1970 (OSHA)

13.9 General Provisions

13.9.1 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9.2 This Contract shall be interpreted, construed, enforced and regulated under and by the laws of the State of Missouri. Whenever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or a portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable. Contractor and Owner further agree that in the event any provision of this Contract, or a portion thereof, is prohibited by law or found
invalid under any law, this Contract shall be reformed to replace such prohibited or invalid provision or portion thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the prohibited or invalid provision.

13.9.3 Contractor and Owner each agree that the State of Missouri Circuit Court for the County where the Project is located shall have exclusive jurisdiction to resolve all claims and any issue and disputes between Contractor and Owner. Contractor agrees that it shall not file any petition, complaint, lawsuit or legal proceeding against Owner in any other court other than the State of Missouri Circuit Court for the County where the Project is located.

13.9.4 Owner’s total liability to Contractor and anyone claiming by, through, or under Contractor for any claim, cost, loss, expense or damage caused in part by the fault of Owner and in part by the fault of Contractor or any other entity or individual shall not exceed the percentage share that Owner’s fault bears to the total fault of Owner, Contractor and all other entities and individuals as determined on the basis of comparative fault principles.

13.9.5 Contractor agrees that Owner shall not be liable to Contractor for any special, indirect, incidental, or consequential damage whatsoever, whether caused by Owner’s negligence, fault, errors or omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. Such special, indirect, incidental or consequential damages include, but are not limited to loss of profits, loss of savings or revenue, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar types of damages.

13.9.6 Nothing contained in this Contract or the Contract Documents shall create any contractual relationship with or cause of action in favor of a third party against the Owner.

13.9.7 No member or officer of the Board of Curators of the University incurs or assumes any individual or personal liability under the Contract or by reason of the default of the Owner in the performance of any terms thereof. Contractor releases and discharges all members or officers of the Board of Curators of the University from any liability as a condition of and as consideration for the award of the Contract to Contractor.

13.9.8 The Contractor hereby binds itself, its partners, successors, assigns and legal representatives to the Owner in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign the Contract or proceeds hereof without written consent of the Owner. If Contractor attempts to make such an assignment without such consent, it shall be void and confer no rights on third parties, and Contractor shall nevertheless remain legally responsible for all obligations under the Contract. The Owner’s consent to any assignment is conditioned upon Contractor entering into a written assignment which contains the following language: “it is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor and to claims and to liens for services rendered or materials supplied for the performance of the Work required in said Contract in favor of all persons, firms, corporations rendering such services or supplying such materials.”

13.10 Debarment and Suspension Certification

The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by Owner for Cause

14.1.1 In addition to other rights and remedies granted to Owner under the Contract Documents and by law, the Owner may terminate the Contract if the Contractor:

.1 refuses or fails to supply enough properly skilled workers, superintendents, foremen, or managers;

.2 refuses or fails to supply sufficient or proper materials;

.3 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.4 disregards laws, ordinances, rules, or regulations or orders of a public authority having jurisdiction;

.5 disregards the authority of the Owner’s Representative or Architect;

.6 breaches any warranty or representations made by the Contractor under or pursuant to the Contract Documents;

.7 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.8 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents;

.9 fails to maintain a satisfactory rate of progress with the Work or fails to comply with approved progress schedules; or

.10 violates in any substantial way any provisions of the Contract Documents.

14.1.2 When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner,
terminate this Contract by delivering a written notice of
termination to Contractor and Contractor’s surety, and may:

.1 take possession of the site and of all materials,
equipment, tools, and construction equipment and
machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to
Paragraph 5.3; and

.3 finish the Work by whatever reasonable method
the Owner may deem expedient, including turning
the Work over to the surety.

14.1.3 The Contractor, in the event of a termination
under Section 14.1, shall not be entitled to receive any
further payments under the Contract until the Work is
completed in its entirety. Then, if the unpaid balance
under the Contract shall exceed all expenses of the Owner
in finishing the Work, including additional compensation
for the Architect’s services and expenses made necessary
thereby, such excess will be paid to the Contractor; but, if
such expenses of Owner to finish the Work shall exceed
the unpaid balance, the Contractor and its surety shall be
liable for, and shall pay the difference and any damages
to the Owner. The obligation of the Contractor and its
surety for payment of said amounts shall survive
termination of the Contract.

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

14.1.5 The rights of the Owner to terminate pursuant to
Article 14.1 will be cumulative and not exclusive and
shall be in addition to any other remedy provided by law
or the Contract Documents.

14.1.6 Should the Contractor fail to achieve Final
Completion of the Work within thirty (30) calendar days
following the date of Substantial Completion, the Owner
may exercise its rights under Article 14.1.

14.2 Suspension by the Owner for Convenience

14.2.1 The Owner may, without cause, order the
Contractor in writing to suspend, delay, or interrupt the
Work in whole or in part for such period of time as the
Owner may determine.

14.2.2 An adjustment will be made to the Contract Sum
for increases in the cost of performance of the Contract
cause by suspension, delay or interruption. However, in
the event of a suspension under this Article 14.2.
Contractor hereby waives and forfeits any claims for
payment of any special, indirect, incidental or
consequential damages such as lost profits, loss of
savings or revenue, loss of anticipated profits, idle labor
or equipment, home office overhead, and similar type
damages. No adjustment will be made to the extent:

.1 that performance is, was, or would have been so
suspended, delayed or interrupted by another cause
for which the Contractor in whole or in part is
responsible, or

.2 that an equitable adjustment is made or denied under
another provision of this Contract.

14.3 Owner's Termination for Convenience

14.3.1 The Owner may, at any time, terminate the Contract
in whole or in part for the Owner's convenience and without
cause. Termination by the Owner under this Paragraph shall
be by a notice of termination delivered to the Contractor
specifying the extent of termination and the effective date.

14.3.2 Upon receipt of a notice of termination for
convenience, the Contractor shall immediately, in accordance
with instructions from the Owner, proceed with performance
of the following duties regardless of delay in determining or
adjusting amounts due under this Paragraph:

.1 cease operation as specified in the notice;

.2 place no further orders and enter into no further
subcontracts for materials, labor, services or facilities
except as necessary to complete Work not terminated;

.3 terminate all subcontracts and orders to the extent
they relate to the Work terminated;

.4 proceed to complete the performance of Work not
terminated; and

.5 take actions that may be necessary, or that the Owner
may direct, for the protection and preservation of the
terminated Work.

14.3.3 Upon such termination, the Contractor shall recover
as its sole remedy payment for Work properly performed in
connection with the terminated portion of the Work prior to the
effective date of termination and for items properly and timely
fabricated off the Project site, delivered and stored in
accordance with the Owner's instructions and for all Owner
approved claims, costs, losses and damages incurred in
settlement of terminated contracts with Subcontractors and
suppliers. The Contractor hereby waives and forfeits all other
claims for payment and damages, including, without limitation,
anticipated profits, consequential damages and other economic
losses.

14.3.4 The Owner shall be credited for (1) payments
previously made to the Contractor for the terminated portion of
the Work, (2) claims which the Owner has against the
Contractor under the Contract and (3) the value of the
materials, supplies, equipment or other items that are to be
disposed of by the Contractor that are part of the Contract
Sum.

14.3.5 Upon determination by a court that termination of
Contractor or its successor in interest pursuant to Paragraph
14.1 was wrongful, such termination will be deemed converted
to a termination for convenience pursuant to Paragraph 14.3, and Contractor's sole and exclusive remedy for wrongful termination is limited to recovery of the payments permitted for termination for convenience as set forth in Paragraph 14.3.
SECTION 1.E
SPECIAL CONDITIONS

1. DEFINITIONS

a. "Drawings"

Drawings referred to in and accompanying Project Manual consist of Drawings prepared by and bearing name of below defined Architect, bearing August 1, 2019; Sinclair School of Nursing Interior Demolition.

b. Architect
International Architects Atelier
912 Broadway, Suite 300
Kansas City, MO 64105
PH: 816-471-6522

c. Mechanical & Electrical Engineer
W.L. Cassell & Associates
1600 Baltimore, Suite 300
Kansas City, MO 64108
PH: 816-842-8437

f. Other Definitions: See Article 1., General Conditions.

2. SPECIAL SCHEDULING REQUIREMENTS

a. Special scheduling requirements supplemental to the bid form:

1. The Contractor shall mobilize on site no sooner than 12/9/19.
2. Substantial Completion shall be on or before 3/31/20. Substantial Completion is crucial to the on-time start of the next phase of construction under a separate contract.
3. The week of 12/9/19 is a campus wide week of quiet hours for final exams. All noisy activities shall be prohibited during this week.
4. The Owner will be in the Sinclair School of Nursing Building during the week of 12/9/19 removing Owner salvaged items. Coordinate all construction activities with the Owner’s Representative.
5. Classes recommence on 1/20/20.

3. SCOPE OF WORK

a. The Contractor shall furnish all labor, materials, tools, equipment necessary for, and incidental to, construction of this project as indicated on Drawings and specified herein.

b. Work shall include everything requisite and necessary to finish work properly,
notwithstanding that every item of labor or materials or accessories required to make project complete may not be specifically mentioned.

General Description of Work:

(1) Project consists of interior demolition and abatement at the Sinclair School of Nursing.

(2) Demolition shall consist of interior demolition of gypsum board walls, ceilings, floor finishes, fixed furnishings and equipment, and all accessible MEPFP equipment, piping and ductwork.

(3) Mechanical work shall consist of removal of all mechanical equipment, ductwork, plumbing fixtures, piping, and cutting and capping all utility service entrances for steam, chilled water, domestic water, sanitary sewer and storm sewer.

(4) Electrical work shall consist of removal of all electrical equipment, wiring, light fixtures, receptacles and switches, and disconnecting electrical service entrance and telecommunications service entrance.

4. LOCATION

Work shall be performed under this Contract on campus of the University of Missouri - Columbia, at Sinclair School of Nursing.

5. NUMBER OF CONSTRUCTION DOCUMENTS

a. The Owner's Representative will furnish the Contractor a copy of executed Contract and three (3) complete sets of Drawings and Specifications.

b. Additional sets may be obtained from the architect at cost of reproduction.

c. The Owner will furnish three (3) sets of explanatory and changed Drawings at no cost to Contractor as issued during project.

6. SUBMITTALS

a. The Contractor shall submit for approval to the Architect, equipment lists and Shop Drawings, as expeditiously as possible. Failure of the Contractor to submit Shop Drawings in a timely manner will result in the Owner holding back Contractor payments. (See General Conditions)

b. The material and equipment lists shall be submitted and approved before any material or equipment is purchased and shall be corrected to as-built conditions before the completion of the project.

c. The Contractor shall submit electronic versions of all required Shop Drawings, material and equipment lists. The Contractor shall upload all Shop Drawings to a
secure information sharing website determined by the Owner notifying the Owner and Consultant that these shop drawings are available for review. Each submittal shall have the General Contractors digital stamp affixed to the first page signifying their review and acceptance. Review comments, approvals, and rejections will be posted on this same site with notification to the contractor. Submittals requiring a professional seal shall be submitted hard copy with a manual seal affixed.

(1) The Contractor shall identify each submittal item with the following:

(a) Project Title and Location
(b) Project Number
(c) Supplier’s Name
(d) Manufacturer’s Name
(e) Contract Specification Section and Article Number
(f) Contract Drawing Number
(g) Acrobat file name: Spec Section_Times Submitted-Spec Title: 033000_01-Cast In Place Concrete.pdf

(2) Reference the accompanying Shop Drawing and Submittal Log at the end of this section (1.E.3) for required submittal information.

d. The Contractor shall submit to the Architect four (4) bound copies of all required Operating Instructions and Service Manuals for the Architect’s and the Owner’s sole use prior to completing 50% of the adjusted contract. Payments beyond 50% of the contract amount may be withheld until all Operating Instructions and Service Manuals are received as referenced in the accompanying Operating Instructions and Service Manual Log at the end of this section (1.E.4).

e. The Contractor shall submit to the Owner’s Representative all items referenced in the accompanying Closeout Log (1.E.5) within 30 days following substantial completion of the work. The Owner’s Representative will maintain the closeout log and include as an agenda item at all coordination meetings.

7. NOTIFICATION

Before beginning Demolition Work or service outages, the Contractor shall provide, at minimum, seventy-two (72) hours advance notice to Owner’s Representative for purpose of verifying utility locations including, but not limited to, gas, telecommunications, electric, water, steam, sewer, and nitrogen. Contractor shall minimize the number of outages, minimize the length of outages and related work shall be continuous until the utility is restored.

8. USE OF PREMISES

a. Access: Access to construction site shall be as indicated on Drawings and as directed by the Owner's Representative.

b. Parking:
(1) The Owner will issue Contractor two (2) service vehicle parking permits for use in the Contractor Parking Lot at the corner of Virginia Avenue and Hospital Drive. The permits will be issued at no cost to the contractor up to the contract completion date. After the contract completion date, the permits will be re-issued on an as available basis at the contractor's expense. These permits are to be used for general contractor or subcontractor owned and labeled vehicles only. Personal vehicles are prohibited from use of these permits. Violation of this requirement may result in ticketing and/or towing at the vehicle owner’s expense and suspension of progress payments.

(2) Parking of personal vehicles within project access/lay down/staging areas is prohibited. Violation of this requirement may result in ticketing and/or towing at the vehicle owner’s expense and suspension of progress payments.

(3) Parking or driving on sidewalks, landscaped areas, within fire and service lanes or generally in areas not designated for vehicular traffic is prohibited except as allowed in the contract documents. Violation of this requirement may result in ticketing and/or towing at the vehicle owner’s expense and suspension of progress payments.

(4) Free parking for contractor employees is available in the Ashland Road Contractor lot on an as available basis. This space is for use by contractor employees for parking their personal vehicles only and is not to be used for staging or storage.

(5) Vendor Permits may be purchased by contractor management personnel on an as available basis by contacting the Parking and Transportation office in the Turner Avenue Parking Structure. These permits will allow contractor management personnel to park in various University lots while conducting business on University construction projects.

(6) Temporary University parking permits may be purchased by contractor employees for use with their personal vehicles on an as available basis by contacting the Parking and Transportation office in the Turner Avenue Parking Structure.

(7) Conley Avenue between Missouri Avenue and University Avenue and Hitt Street between University Avenue and the Memorial Union are designated for pedestrian use only during the work week between the hours of 8:15 AM and 3:45 PM. Unless otherwise indicated in the contract documents, this area is strictly off limits to vehicular traffic without authorization from the Owner’s Representative.

c. Storage of materials: The Contractor shall store all materials within project limits. The Contractor shall confine apparatus, materials, and operation of workers to location established by the Owner's Representative. The Contractor shall not unreasonably encumber premises with materials.
d. Utilities: Steam, water, sewer, and electricity can be obtained from existing utilities at locations designated by the Owner's Representative at the following rates:

**ELECTRIC***

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate Per Term</th>
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<tr>
<td>Demand Rate (Greater than 50 kW Demand):</td>
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</tr>
<tr>
<td>Demand Rate Per Max Summer kW (June - September)</td>
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<tr>
<td>Energy Rate Per kWH</td>
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<tr>
<td>Non-Demand Rate (Less than 50 kW Demand):</td>
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</tr>
<tr>
<td>Energy Rate Per kWH</td>
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**STEAM***

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<tr>
<td>For each kLb (1,000 lbs) of steam</td>
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<tr>
<td>For each kLb (1,000 lbs) of unreturned condensate</td>
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**CHILLED WATER***

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<td>For each ton-hour (12,000 Btu/ton) up to 3,000 full load hours</td>
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</tr>
<tr>
<td>For each ton-hour (12,000 Btu/ton) over 3,000 full load hours</td>
<td>$0.096</td>
</tr>
</tbody>
</table>

* Full Load Hours = Ton Hrs. Used / Peak Tons

**WATER**

For each (1,000 Gallons) | $3.25

**SANITARY SEWER**

For each kGal | $5.70

*Sanitary Sewer charges for payment to City of Columbia are calculated using actual water use for September 2017 through August 2018. The new volume calculation will begin with the October utility bill.

**STORM SEWER**

For each 100 square feet of impervious surface area | $0.235

*FY19 Storm sewer charges for payment to City of Columbia are based on impervious surface as of January 2018.

Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Contractor. Upon completion of the work, such extensions shall be removed and any damage caused by use of such extensions shall be repaired to the satisfaction of the Owner's Representative, at no cost to the Owner.

e. Restroom: The Contractor shall provide and maintain, in a sanitary condition, chemical type portable toilet facilities at work site for use by his personnel. Toilets and toilet location shall be subject to approval by the Owner's Representative.

f. Smoking is prohibited at the University of Missouri and all properties owned, operated, leased or controlled by the University of Missouri. Violation of the policy is defined as smoking any tobacco products, including e-cigarettes.
operated, leased or controlled by the University of Missouri. Violation of the policy is defined as smoking any tobacco products, including e-cigarettes.

g. Landfill: The Contractor shall not use the Owner’s landfill. Dumping or disposal of excavated or demolition materials on Owner’s property shall not be permitted. The Contractor shall remove and legally dispose of excavated or demolished materials off the Owner’s property.

h. Care of Project Work Site: The contractor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner’s Representative.

i. Discharge to Sewer Request: The University of Missouri’s MS4 permit and NPDES Storm Water Discharge Permits along with the City of Columbia’s POTW Operating Permit as well as local ordinances, and state and federal environmental regulations prohibit hazardous materials from being disposed into either the storm water or sanitary sewer systems. Unless specifically approved, all chemical products such as paints, dyes, lawn care products, maintenance products, and oil are prohibited from drain disposal. Any product, including contaminated water, being discarded into the storm water or sanitary sewer systems requires written approval from the Owner through a formal “Discharge to Sewer Request” form obtained at Discharge to Sewer Request Form. The contractor should submit the form to the Owner’s Representative, not to the Department of Environmental Health and Safety as the form indicates.

j. All concrete waste material including washout water shall be totally contained and removed from the Owner’s property.

k. Artifacts Found During Construction: Contractor shall immediately notify the Owner’s Representative when artifacts are uncovered or found during the demolition or construction process. Artifacts include, but are not limited to, tools, drawings (construction or other), photographs, books and other objects/devices which may hold historical importance/significance. Do not remove or disturb the object(s) in question. Artifacts are not considered part of demolished materials and shall remain the property of the University of Missouri.

l. “Permit Required Confined Space” Entry Communication and Coordination
(See OSHA 1926 subpart aa – Construction Confined Space for the definition of “permit required confined spaces” - Note: OSHA does not apply to the University. However, the University will provide a list of all known “permit required confined spaces”)

The following are the known locations of “permit required confined spaces” currently identified within the project limits:

(1) Utility Manhole SMH-325.
(2) Electric Manholes EMH-208, & EMH-057.
The hazards or potential hazards in each “permit required confined space” or the reason it is a “permit required confined space”:

(1) Air quality, elevated temperatures, access / egress.
(2) Steam, heat, electricity, atmosphere.

Any precautions that the owner or previous contractors have implemented for the protection of employees in the “permit required controlled space”:

(1) Air quality monitor, ventilation, gas detector, proper personal protective equipment, and confined space permit.

The above list of known confined spaces within the project limits may not be a complete listing. Each contractor shall survey the project to identify all confined spaces. It is incumbent upon each contractor to list all “permit required spaces”.

The Contractor shall notify the Owner’s Representative if 1) conditions change resulting in a non-permit required confined space being reclassified to a “permit required confined space” after evaluation of the space by a competent person; 2) a space previously thought to be non-permit required space is classified as a “permit required confined space” after evaluation by a competent person; or 3) during the course of construction a “permit required confined space” is created after evaluation by a competent person.

The Contractor shall submit to the Owner’s Representative a copy of the cancelled confined space entry permit and a written report summarizing the permit space program followed and all hazards confronted or created during entry operations. This information shall be submitted within one week of cancelling the permit.

9. PROTECTION OF OWNER'S PROPERTY

a. The Contractor shall be responsible for repair of damage to building exterior and interior, drives, curbs, streets, walks, grass, shrubbery and trees, which was caused by workmen or equipment employed during progress of work. All such repairs shall be made to satisfaction of the Owner's Representative, at no cost to the Owner, or reimburse the Owner if the Owner elects to make repairs. For landscape damage, the Owner shall make such repairs. Compensation for these repairs shall be determined by the Owner's Representative using the "Valuation of Landscape Trees, Shrubs, and other Plants" as published by the International Society of Arboriculture, as last revised.

b. Construction Project Fencing:

(1) Fencing requirements, as indicated on Drawings, shall be constructed of 9 or 11-gauge chain link not less than six (6) feet in height and not more than 2-inch mesh with posts spaced not more than ten (10) feet apart and all corner and gate posts imbedded in concrete. All other posts shall be sufficiently secured in ground to maintain proper and adequate support of
fence. Fenced in area shall have at least two (2) access gates and all gates shall be lockable.

(2) Fence screening fabric shall be used on all perimeter fencing. Fabric shall be green in color, full height of the project fence, securely attached and properly maintained throughout the duration of the project.

(2) Using existing landmarks, lamp posts, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner's Representative.

(3) Use of ribbon, snow fence, chicken wire, rope, and wooden barricades as fencing is prohibited.

(4) Fencing shall be maintained in an "as-installed" condition throughout the life of the project.

(5) The Contractor may use used fencing provided it is in good condition and is satisfactory to the Owner's Representative.

c. Preserving and Protecting Existing Vegetation:

(1) Protection and compensation for damages:

(a) Trees and shrubs within work area designated to remain shall be protected from damage during construction by fixed chain link fencing or armoring as indicated on Drawings or specified herein. Plant protection devices shall be installed before work has begun and shall be maintained for duration of work unless otherwise directed by Owner's Representative.

(2) Plants within work area designated for removal shall be removed by Contractor.

(3) To prevent compaction of soil over tree roots, vehicles or equipment shall not at any time park or travel over, nor shall any materials be stored within drip line of trees designated to remain.

(4) Owner's Representative will stop work immediately when proper measures are not being employed to protect trees and shrubs. Contractor will be notified to resume work after required protection measures are implemented.

(5) Pruning of limbs necessary to repair damage or provide clearance for work shall be done by MU Landscape Services Department.

(6) Contractor shall repair tire ruts and other damages to existing lawn areas. Repairs shall match surrounding area.
d. Contractor shall maintain secured exterior openings throughout construction and upon completion of the work.

10. SUBSTITUTIONS and EQUALS

a. Substitutions are defined in General Conditions article 3.11.8 for and Equals are defined General Conditions Article 3.12.

b. Use of materials, products or equipment other than those named and described in the Contract Documents are substitutions and/or equal. Substitutions and/or equals submitted during the bidding period shall be received by both the Architect and the Owner at least ten calendar days prior to the date for receipt of bids. To be considered, bidder’s proposal shall include a complete description of the proposed substitution and/or equal and a comparison of significant qualities of the proposed substitution and/or equal with those specified including drawings, performance and test data, and other information necessary for an evaluation. The Architect's decision on the approval or disapproval of a proposed substitution and/or equal shall be final.

11. CODES AND STANDARDS

The Contractor shall comply with applicable codes and standards as listed in General Conditions. The following codes and standards shall also apply:

a. City of Columbia - Sewer Line Installation Standards - Department of Public Works

“All sanitary sewer construction shall be in accordance with the City of Columbia Specifications and Standards and in conformance with the rules and regulations of the Missouri Clean Water Commission.”

12. PERMITS

NOT USED.

13. SPECIALTIES

NOT USED.

14. PRE-BID INSPECTION

All pre-bid inspections of work areas shall be scheduled with pre-bid inspection guide, telephone: (573) 882-2228.

15. ROOF WARRANTY REQUIREMENT

NOT USED.
16. MODIFICATIONS TO INFORMATION TO BIDDERS

a. Information to Bidders:

(1) Referenced Information to Bidders, Page IFB/6.
Add new Article 15.9.2 as follows:

15.9.2.1 Within 48 hours of the receipt of bids, the apparent low bidder shall submit to the Director of Facilities Planning and Development an “Affidavit of Supplier Diversity Participation” for every diverse subcontractor or supplier the bidder intends to award work to on the contract. The affidavit will be signed by both the bidder and the diverse firm.

17. MODIFICATION TO INFORMATION FOR BIDDERS: BIDDERS STATEMENT OF QUALIFICATIONS

NOT USED.

18. MODIFICATIONS TO GENERAL CONDITIONS

a. General Conditions:

(1) Add to the Insurance Requirements in General Conditions Article 11, Asbestos Liability Coverage, for specified asbestos abatement in the contract documents, in a limit no less than $1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined. The Owner will accept coverage from the Asbestos Removal Subcontractor in lieu of the General Contractor subject to all requirements set forth in article 11.

(2) Add to the Insurance Requirements in General Conditions Article 11, Pollution Liability Coverage, for specified hazardous waste disposal in the contract documents, in a limit no less than $1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined. The Owner will accept coverage from the Hazardous Waste Disposal Subcontractor and/or Hauler in lieu of the General Contractor subject to all requirements set forth in article 11.

19. PROJECT SCHEDULING

The project scheduling specification for the project are included immediately after the Special Conditions. For this project the Contractor shall meet the following scheduling requirements.

Option 1: Contractor Schedule (Small Projects only) – Contractor is responsible for the schedule and must comply with the Owner’s requirements. See Contractor Schedule Specification included in these documents.
20. PROJECT COORDINATION
NOT USED.

21. PROJECT PARTNERING
NOT USED.

22. VALUE ENGINEERING
NOT USED.

23. BUILDING SYSTEM COMMISSIONING
NOT USED.

24. MECHANICAL, ELECTRICAL, PLUMBING (MEP) PRE-INSTALLATION MEETING(S)
NOT USED.

25. COST BREAKOUT FOR OWNER’S ACCOUNTING PURPOSES
NOT USED.

26. PROJECT MANAGEMENT/COMMUNICATION REQUIREMENTS
NOT USED.

27. SAFETY PRECAUTIONS AND PROGRAMS

a. The Bidder’s Statement of Qualifications includes a requirement that the Bidder provide its Worker’s Compensation Experience Modification Rates (EMR) and Incidence Rates for the three recent years. The Bidder shall also include the EMR and Incidence Rates of listed major subcontractors on the Bid for Lump Sum Contract. If the EMR exceeds 1 or the Incidence Rate exceeds 13, the Contractor or major subcontractor shall take additional safety measures including, but not limited to, developing a site specific safety plan and assigning a Safety Manager to the Project to perform inspections on a schedule as determined acceptable by the Owner with written reports to be submitted to the Owner. The Owner reserves the right to reject a Bidder or major subcontractor whose rates exceed these stated rates.

28. CONSTRUCTION WASTE MANAGEMENT
a. The goal of Construction Waste Management is to divert waste from the sanitary landfill. This shall be accomplished through reuse, recycling and/or salvage of non-hazardous construction and demolition debris to the greatest extent practical. Track and report all efforts related to reuse, recycling and/or salvage materials from the project (including clean fill material). Report all material types and weights, where material was diverted, type of diversion, documentation of diversion (eg: waste or recycling tickets), and applicable dates. In order to calculate the diversion percentage, total weights of all non-hazardous landfill material must be reported. This information shall be updated monthly utilizing the Construction Waste Management Worksheet provided here: [http://www.cf.missouri.edu/cf/pdc/contractor_information](http://www.cf.missouri.edu/cf/pdc/contractor_information). Copies of all applicable receipts, tickets and tracking logs shall be uploaded to the Owner’s information sharing website or reported as required by the Construction Project Manager.

b. Include the following material to be salvaged or recycled during the course of the project:
   1. Cardboard
   2. Clean wood
   3. Beverage containers
   4. Packaging materials
   5. Glass
   6. Plastics
   7. Concrete, bricks and masonry
   8. Metals from framing, banding, stud trim, ductwork, and piping
   9. Building components which may be salvaged from existing construction

29. **WARRANTY WALKTHROUGH**

    NOT USED.

    **END OF SECTION**
1. GENERAL
   a) Time is of the essence for this contract.
      The time frames spelled out in this contract are essential to the success of this project.
      The University understands that effective schedule management, in accordance with the General
      Conditions and these Special Conditions is necessary to insure to that the critical milestone and
      end dates spelled out in the contract are achieved.
   b) Related Documents
      Drawings and general provisions of the Contract, including General Conditions’ Article 3.17 shall
      apply to this Section.
   c) Stakeholders
      A Stakeholder is anyone with a stake in the outcome of the Project, including the
      University, the University Department utilizing the facility, the Design Professionals, the
      Contractor and subcontractors.
   d) Weather
      (1) Contractor acknowledges that there will be days in which work cannot be completed due
          to the weather, and that a certain number of these lost days are to be expected under
          normal weather conditions in Missouri.
      (2) Rather than speculate as to what comprises “normal” weather at the location of the
          project, Contractor agrees that it will assume a total of 44 lost days due to weather over
          the course of a calendar year, and include same in its as planned schedule. For projects
          of less than a calendar year, lost weather days should be prorated for the months of
          construction in accordance with the following schedule.
      (3) Anticipated weather days for allocation/proration only. For projects lasting 12 months or
          longer, the 44 days per year plus whatever additional months are included will constitute
          normal weather.

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2. SCHEDULING PROCESS
   a) The intent of this section is to insure that a well-conceived plan, that addresses the milestone and
      completion dates spelled out in these documents, is developed with input from all stakeholders in
      the project. Input is limited to all reasonable requests that are consistent with the requirements of
      the contract documents, and do not prejudice the Contractor’s ability to perform its work
      consistent with the contract documents.
      Further, the plan must be documented in an understandable format that allows for each
      stakeholder in the project to understand the plan for the construction and/or renovation contained
      in the Project.
   b) Contractor Requirements
      (1) Schedule Development
         Contractor shall prepare the Project Schedule using Primavera SureTrack or P3,
         Microsoft Project, Oracle P6, or other standard industry scheduling software, approved
         by the Owner’s Representative.
      (2) Schedule Development
         Within 2 weeks of the NTP, contractor shall prepare a schedule, preferably in CPM
         format, but in detailed bar chart format at a minimum, that reflects the contractor’s and
         each subcontractors plan for performing the contract work.
Contractor shall review each major subcontractor’s schedule with the sub and obtain the subcontractor’s concurrence with the schedule, prior to submitting to the University.

(3) Schedule Updates.
   (a) Schedule Updates will be conducted once a month, at a minimum.
       Actual Start and Finish dates should be recorded regularly during the month. Percent Complete, or Remaining Duration shall be updated as of the data date, just prior to Contractor’s submittal of the update data.
   (b) Contractor will copy the previous months schedule and will input update information into the new monthly update version.
   (c) Contractor will meet with the Owner’s Representative to review the draft of the updated schedule. At this meeting, Owner’s Representative and Contractor will:
       (i) Review out of sequence progress, making adjustments as necessary,
       (ii) Add any fragnets necessary to describe changes or other impacts to the project schedule and
       (iii) Review the resultant critical and near critical paths to determine any impact of the occurrences encountered over the last month.

(4) Schedule Narrative
   After finalization of the update, the Contractor will prepare a Narrative that describes progress for the month, impacts to the schedule and an assessment as to the Contractor’s entitlement to a time extension for occurrences beyond its control during the month and submit in accordance with this Section.

(5) Progress Meetings
   (a) Review the updated schedule at each monthly progress meeting. Payments to the Contractor may be suspended if the progress schedule is not adequately updated to reflect actual conditions.
   (b) Submit progress schedules to subcontractors to permit coordinating their progress schedules to the general construction work. Include 4 week look ahead schedules to allow subs to focus on critical upcoming work.

3. CRITICAL PATH METHOD (CPM)
   a) This Section includes administrative and procedural requirements for the critical path method (CPM) of scheduling and reporting progress of the Work.
   b) Refer to the General and Special Conditions and the Agreement for definitions and specific dates of Contract Time.
   c) Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations determine when activities can be performed and the critical path of the Project.
   d) Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.
   e) Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.
   f) Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling, the construction project. Activities included in a construction schedule consume time and resources.
   g) Critical activities are activities on the critical path.
   h) Predecessor activity is an activity that must be completed before a given activity can be started.
   i) Milestone: A key or critical point in time for reference or measurement.
j) Float or Slack Time: The measure of leeway in activity performance. Accumulative float time is not for the exclusive use or benefit of the Owner or Contractor, but is a project resource available to both parties as needed to meet contract milestones and the completion date.

k) Total float is herein defined as the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.

l) Weather: Adverse weather that is normal for the area must be taken into account in the Contractor's Project Schedule. See 1.d.3, above.

m) Force Majeure Event: Any event that delays the project but is beyond the control and/or contractual responsibility of either party.

n) Schedule shall including the following, in addition to Contractor’s work.
   (1) Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
      (a) Requirements for phased completion and milestone dates.
      (b) Work by separate contractors.
      (c) Work by the Owner.
      (d) Coordination with existing construction.
      (e) Limitations of continued occupancies.
      (f) Uninterruptible services.
      (g) Partial occupancy prior to Substantial Completion.

o) Area Separations: Use Activity Codes 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.

4. TIME EXTENSION REQUEST
   a) Refer to General Conditions of the Contract for Construction, Article 4.7 Claims for Additional Time.

   b) Changes or Other Impacts to the Contractor’s Work Plan
      The Owner will consider and evaluate requests for time extensions due to changes or other events beyond the control of the Contractor on a monthly basis only, with the submission of the Contractor’s updated schedule, in conjunction with the monthly application for payment. The Update must include:
      (1) An activity depicting the event(s) impacting the Contractors work plan shall be added to the CPM schedule, using the actual start date of the impact, along with actually required predecessors and successors.
      (2) After the addition of the impact activity(ies), the Contractor will identify subsequent activities on the critical path, with finish to start relationships that can be realistically adjusted to overlap using good, standard construction practice.
         (a) If the adjustments above result in the completion date being brought back within the contract time period, no adjustment will be made in the contract time.
         (b) If the adjustments above still result in a completion date beyond the contract completion date, the delay shall be deemed excusable and the contract completion date shall be extended by the number of days indicated by the analysis.
         (c) Contractor agrees to continue to utilize its best efforts to make up the time caused by the delays. However the Contractor is not expected to expend costs not contemplated in its contract, in making those efforts.

c) Questions of compensability of any delays shall be held until the actual completion of the project. If the actual substantial completion date of the project based on excusable delays, excluding weather delays, exceeds the original contract completion date, AND there are no delays that are the responsibility of the contractor to consider, the delays days shall be considered compensable. The actual costs, if any, of the Contractor’s time sensitive jobsite supervision and general conditions costs, shall be quantified and a change order issued for these costs.
### SHOP DRAWING AND SUBMITTAL LOG

Project: Sinclair School of Nursing Interior Demolition  
Project Number: CP181392  
Contractor:

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# CLOSEOUT LOG

**Project:** Sinclair School of Nursing Interior Demolition  
**Project Number:** CP181392  
**Contractor:**

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CLOSEOUT- 1
### Sustainability Report

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<th>Material Type</th>
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Total weight of all demolition material: ________

Percentage of total material diverted: ________
Drawings referred to in and accompanying Project Manual consist of following sheets dated August 1, 2019.

Sheet 1 of 30: G000 – COVER
Sheet 2 of 30: G001 – GENERAL INFORMATION
Sheet 3 of 30: G002 – SITE SURVEY
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END OF SECTION
SECTION 1.G

PREVAILING WAGE RATES

END OF SECTION
Annual Wage Order No. 25  
Boone County  
effective 8/28/2018

*These are the wage rates applicable to this project in accordance with 13.6.1 of the general conditions. Overtime provisions are specified under 13.6.13*

<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th>BASIC HOURLY RATES</th>
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<tbody>
<tr>
<td>Asbestos Worker (H&amp;F) Insulator</td>
<td>$55.87</td>
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<tr>
<td>Boilermaker</td>
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<td>Sheet Metal Worker</td>
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<tr>
<td>Sprinkler Fitter - Fire Protection</td>
<td>$57.26</td>
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<td>Truck Driver</td>
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</table>
HAZARDOUS BUILDING MATERIALS SURVEY
PROJECT CP181391
SINCLAIR SCHOOL OF NURSING
6/25/2018

TO: Pam Eugster
Planning, Design, and Construction

FROM: Pete Kohler
Environmental Health and Safety

MU EHS has completed a hazardous building material survey for Sinclair School of Nursing. The entire building will be involved in a renovation project.

The hazardous building material survey consists of an asbestos survey, a lead survey, and an inventory of universal waste.

ASBESTOS SURVEY

The inspection was conducted to satisfy the requirements of 40CFR 61, subpart M, which stipulates that all buildings be “thoroughly inspected” for asbestos before the commencement of renovation or demolition activities. The asbestos inspection was conducted by Pete Kohler (Missouri Asbestos Inspector #10883, expires 1/22/2019). The survey was conducted in May and June, 2018, and the report was completed on June 25, 2018.

Suspect materials that will be disturbed by the project were collected and analyzed. Floor tile was analyzed by TEM. Other samples were analyzed by PLM, with an additional step in preparing the hard-to-analyze samples, such as black adhesive mastic from floor tile, and roofing materials that contain tar or asphalt.

Historical data from the building was of significant use in the survey.

Fiberglass and black neoprene insulation were inspected but not necessarily sampled.
FIELD OBSERVATIONS

Flooring on the 1st floor is typically 12” floor tile on concrete. The labs have a checkerboard pattern with pink and tan tiles, put down with black mastic. The floor tiles do not contain asbestos. The mastic does not contain asbestos. The hallways have 12” gray floor tiles. These tiles are typically put down with blond mastic. The gray floor tile does not contain asbestos. The blond mastic is not considered suspect and was not sampled. There was leveler found under the hallway flooring. It does not contain asbestos. The cove base throughout this area is vinyl and is not considered suspect.

The elevator lobby of 1st floor has black 12” floor tile, put down with black mastic on concrete. The tile does not contain asbestos. The black mastic does contain asbestos, so this flooring system is positive for asbestos. A ramp that runs down from the lobby to the level of Medical Science has 12” white floor tile, with streaks. The mastic is blond and was not sampled. The floor tile does contain asbestos, so this system is positive for asbestos.

The bathrooms on 1st floor have ceramic tile floors that are not suspect. The mechanical rooms and the janitor’s closet are bare concrete. The stairs have a metal frame with rubber tread coverings. Landings are rubber or carpet on concrete at the lobbies.

Typical flooring on the 2nd, 3rd, and 4th floors is carpet on concrete, but there are areas of floor tile on each of the floors.

On the 2nd floor, Work Room S241 and Janitor’s office S258 have 12” black floor tile. In both locations, the floor tile and the mastic contain asbestos.

The rest rooms have ceramic tile. The lobby between the main entrances to the east and west (LS200) is ceramic tile. The elevator lobby (LS224) is ceramic tile. Cove base is vinyl throughout.

On the 3rd floor, Laboratories S351, S352, and S356 have 12” black floor tile. The tile and the mastic beneath it are positive for asbestos. The kitchen off Lobby LS300 has 12” tan floor tile, put down with black mastic. The tile is negative but the mastic is positive, so the flooring system of S301 is positive for asbestos.

Labs S347, S354, S358, and S359 have sheet vinyl flooring. There are two colors of sheet vinyl. Both are negative for asbestos. Rest rooms have ceramic tile floors. Cove base is vinyl.
On the 4th floor, Kitchen S404 has 12” tan floor tile, with streaks. The mastic is blond. The floor tile is negative for asbestos.
Mechanical Room S402 has 12” black floor tile. It is presumed positive for asbestos.
There is a floor plan included with this report showing the locations of positive flooring systems.

The walls are sheet rock, with joints finished with wall joint compound. The sheet rock joint compound was checked at various locations throughout the building. It does not contain asbestos. The blond brick of the exterior is used on some interior walls, and is not suspect.
Original detail drawings of wall sections show transite panels inside walls that house fan coil units. By cutting in behind a heater, we found that the ACM transite is in the walls, behind rigid EPS insulation. These panels are in exterior walls of offices around the perimeter of each floor, under windows that have brickwork that slopes in to the sill of the window. Most of the offices affected have two windows, and the transite is present under the entire length of the exterior wall. Three rooms on 3rd floor (S347, S358, S359) have the configuration that indicates the transite is in the walls also. These rooms have lockers which cover the walls. It is presumed that ACM transite panels will be found in the walls of these rooms.

Office ceilings, and classroom ceilings are open to the deck above. The exposed concrete ceiling in this building is coffered and covered with a textured spray-on material. The ceiling spray-on contains asbestos. I collected one sample of this material, and analysis came back as less than 1%, meaning it is inconclusive. This result is misleading and un-necessarily confusing. MU EHS has numerous samples of the spray-on material, showing it contains asbestos. I have included several samples from historical data showing the positive results. The ceiling spray-on is positive.

There are eleven locations on the exterior of the building with the coffered concrete, covered with ACM spray-on. These are outside the main east/west entrances on 2nd floor, and outside other entries of classrooms, and lobbies on the south end. The spray-on, in all locations, contains asbestos.
Hallway ceilings are typically acoustic tiles in a suspended metal grid. The various sizes, styles, and ages of drop ceiling tiles were sampled throughout the building. The ceiling tiles do not contain asbestos. Above the drop ceilings, the coffered concrete deck does not have the spray-on present, except in Room S265, which has a drop ceiling, and has positive spray-on on the deck above. So the ceilings in the hallways have no ACM concern.

There are two rooms which have textured spray-on which is negative. These rooms have already been abated of the positive spray-on; Lecture halls S255 and S261 have ceilings with a spray-on texture that is negative for asbestos.

There are a few areas with 12” splined tile ceilings, such as the south half of S358, and the south half of S265. The splined tiles do not contain asbestos. The tiles are suspended from a metal grid, and I found no glue associated.

Above the ceiling, ductwork is generally bare sheet metal or fiberglass flex-duct. Piping is insulated with fiberglass and black neoprene. These materials were inspected but not necessarily sampled. No suspect pipe or duct insulation was identified above the ceilings in the building, with one exception that is discussed below. Some of the sheet metal ducts are insulated internally, with fiberglass.

Ductwork travels down hallway ceilings and passes into the offices through a transom above the doors. The transoms are painted gypsum board.

Pipes are also visible at access panels in rest rooms, in the mechanical spaces, and in a crawlspace in Room S111. No suspect insulation was identified in any of these
locations. In the southeast corner of Mechanical Room S101, there is pipe insulation which appears suspect. Analysis of samples found no asbestos.

Pipe and duct insulation in Sinclair School of Nursing is negative for asbestos, EXCEPT for Mechanical Room S115, and into adjacent Room S116. I had one sample of ductwork skin from S115 come back with a positive analysis. I returned to this room and collected several more samples of the same material, from a spot directly adjacent to the first sample, and from several other spots. The duct wrap in S115 contains asbestos. Inside this mechanical room, the duct heads to the north and turns into bare sheet metal ductwork before it leaves the room. However, where it turns to the south, it remains insulated and travels into the next room, S116.

I sampled ductwork in S116 and it is positive for asbestos. This duct travels through the wall into Mechanical Room S101. Ductwork skin from Mechanical Room S101 was sampled at a number of spots. It does not contain asbestos.

Also in S115, I took a sample of white caulk from the end of fiberglass pipe insulation that came back positive as well. I returned and took several more samples of this caulk, from various locations. The caulk contains asbestos.

There is a mechanical room (S501) on the roof of Sinclair Nursing, which is accessed from the 5th floor of Medical Science Building. Elevator equipment is housed in S501. The ceiling is coffered concrete, with no spray-on. Walls are cinder block. The floor is poured concrete. Pipe insulation is fiberglass and black neoprene. There is no suspect material identified in S501 Sinclair Nursing, except the door is fire-rated.

Any door with a fire-rating label of any kind is presumed to have an asbestos core. Fire doors must be disposed of by certified asbestos workers, unless they are to be re-purposed.

They may be stored and re-used, but all hardware must stay in place on the door.

Mechanical Room S400 sits on the north end of the 4th floor roof. Ductwork in S400 is bare sheet metal, some of which is internally insulated with fiberglass. Pipe in this mechanical room is insulated with fiberglass and black neoprene. No suspect material was identified in Room S400.
Windows throughout Sinclair Nursing School are insulated units set in aluminum frames, with silicone glazing compound. The caulk used around the perimeter of the windows is silicone also.

Elevator doors are un-insulated. With the help of Otis Elevator we drilled several penetrations to check for ACM cores and found nothing. The floors of the elevator cars have carpeting on a wood subfloor.

The roofs of Sinclair Nursing School were surveyed separately, on 11/10/17, Project CP180351. This survey sampled roofs on the 4th and 5th floor elevations, including penthouse mechanical space. These roofs are representative of the roofs of the building. The materials, age and condition of the roofs are uniform. None of the roof cores taken for this survey identified any asbestos-containing material. I have included the roofing survey with this report.

**ASBESTOS SUMMARY:**

Sinclair Nursing School contains:
- Fifty four thousand, nine hundred seventy one square feet of asbestos-containing spray-on material on coffered concrete ceilings
- Three thousand two hundred eighty (3280) square feet of asbestos-containing flooring system, including floor tile, adhesive mastic, and potentially, floor leveler
- Seven hundred twenty eight (728) square feet of asbestos-containing ductwork skin
- Two thousand one hundred fifty (2150) square feet of transite panels behind fan coil units in exterior walls of offices, under the windows
LEAD SURVEY

MU EHS has completed a lead survey of Sinclair School of Nursing.

The purpose of this survey is to identify lead paint that might represent a potential worker safety hazard and/or might require special handling and waste disposal prior to the demolition and renovation.

The EPA and the U.S. Department of Housing and Urban Development (HUD) consider lead-based paint as containing a lead concentration equal to or greater than 1.0 milligram per square centimeter (mg/cm²) or 0.5% lead by weight, as defined by Title X of the 1992 Housing and Community Development Act. The US Consumer Product Safety Commission considers paint with up to 600 ppm of lead to be “Lead Free”.

Finished surfaces were tested for lead, using a Niton XL2 analyzer. The XL2 was checked before each session of the survey and found to be in calibration. The survey was made by Pete Kohler (Missouri Lead Inspector #00783, expires 5/17/19.) The lead survey was conducted on June 18 and 19, 2018. The report was completed on June 20, 2018.

Metal stall dividers in the women’s and men’s rest rooms on 3rd and 4th floors, and the women’s rest room on the 2nd floor (S426, S425, S333, S332, S228), are painted with lead-based paint.

OSHA has found that certain work, including aggressive disturbance of the painted surface, may result in lead levels exceeding the Action Level or the Permissible Exposure Limit (PEL), even when the concentration is below 1 mg/cm².
<table>
<thead>
<tr>
<th>LOCATION/DESCRIPTION</th>
<th>LEAD READINGS (mg/cm²)</th>
</tr>
</thead>
<tbody>
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<td>Sinclair Nursing School, 4th floor hallway CS400 (all the way around)-</td>
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<td>Stairwell SS401, green metal handrail</td>
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<td>SS401, green metal stair frame</td>
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<td>SS401, entry doors, green metal fire doors</td>
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<td>SS401, exit door to roof, green metal</td>
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<tr>
<td>Exit door frame to roof, green metal</td>
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<tr>
<td>North end of east corridor CS400, black anodized window frame</td>
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<tr>
<td>Under windows listed above, varnished wood trim</td>
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<tr>
<td>Kitchen S404, white sheet rock walls</td>
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<td>S404, black anodized windows</td>
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<td>S439, varnished wood door frame</td>
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<td>Item Description</td>
<td>Measurements</td>
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<td>------------------------------------------------------------</td>
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<td>S442, tan mini-blinds</td>
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<td>S455, varnished doors</td>
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<td>S455, white metal window trim</td>
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<td>North end of west corridor, seating area, varnished wood trim</td>
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<td>North end of west corridor, tan mini-blinds</td>
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<td>S425, Women’s rest room brown doors</td>
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<td>S426, Men’s rest room brown doors</td>
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<td>S426, tan metal stall dividers</td>
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<td>S425, tan metal stall dividers</td>
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<td>Corridor CS301, green sheet rock walls</td>
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<td>S347, purple sheet rock panels</td>
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<table>
<thead>
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<th>Description</th>
<th>Values</th>
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<td>LS300, green metal radiators</td>
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<td>S306, white sheet rock walls</td>
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<td>S306, varnished door</td>
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<td>S306, white mini-blinds</td>
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<td>Corridor CS300, gray sheet rock walls</td>
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<tr>
<td>S308, green metal stair frame</td>
<td>0.01, 0.03, 0.01</td>
</tr>
<tr>
<td>S308, green metal fire doors</td>
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<td>S317, pale blue sheet rock walls</td>
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<td>S317, dark blue sheet rock walls (above door)</td>
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<td>S317, tan mini-blinds</td>
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<tr>
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<td>S320, white sheet rock walls</td>
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<td>S320, varnished door, frame</td>
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<tr>
<td>S323, white sheet rock walls</td>
<td>0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>S323, varnished wood trim</td>
<td>0.01, 0.01</td>
</tr>
<tr>
<td>Description</td>
<td>Measurements</td>
</tr>
<tr>
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<tr>
<td>S324, white sheet rock walls</td>
<td>0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>S324, black metal anodized windows</td>
<td>0.05, 0.03</td>
</tr>
<tr>
<td>Lobby LS325, white sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>LS325, green metal doors</td>
<td>0.01, 0.01</td>
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<tr>
<td>LS342, green transom board over entry door</td>
<td>0.01, 0.01</td>
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<tr>
<td>S336, white sheet rock walls</td>
<td>0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>S336, varnished door, frame</td>
<td>0.01, 0.01</td>
</tr>
<tr>
<td>Women’s Room S332, green door</td>
<td>0.10, 0.13</td>
</tr>
<tr>
<td>Men’s Room S333, green door</td>
<td>0.17, 0.12</td>
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<tr>
<td>S333, tan metal stall dividers</td>
<td>1.22, 1.72</td>
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<tr>
<td>S332, tan metal stall dividers</td>
<td>2.21, 2.77</td>
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<tr>
<td>S333, brown ceramic tile</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>S332, brown ceramic tile</td>
<td>0.02, 0.01, 0.02, 0.02</td>
</tr>
<tr>
<td>Corridor CS228, white sheet rock</td>
<td>0.01, 0.01, 0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>CS228, varnished wood trim</td>
<td>0.01, 0.01, 0.01</td>
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<tr>
<td>Suite S266 offices, white sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>S265, varnished doors/frames</td>
<td>0.01, 0.01, 0.01</td>
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<tr>
<td>Classroom S265, cream sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01, 0.01, 0.01</td>
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<tr>
<td>S265, varnished doors/frames</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>Lobby LS200, black anodized metal entrance, east side</td>
<td>0.01, 0.02, 0.01, 0.01, 0.01</td>
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<tr>
<td>Location</td>
<td>Dimensions</td>
</tr>
<tr>
<td>---------------------------------------------</td>
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<tr>
<td>LS200, black anodized metal entrance, west</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>side</td>
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<tr>
<td>Office S235, varnished wood trim (lobby</td>
<td>0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>side</td>
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<td>S235, tan wallpaper, south wall</td>
<td>0.80, 0.65, 0.77, 0.67</td>
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<tr>
<td>Corridor CS238, gray sheet rock walls</td>
<td>0.01, 0.02</td>
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<tr>
<td>Corridor CS239, tan wallpaper</td>
<td>0.03, 0.03, 0.01</td>
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<tr>
<td>S243, white sheet rock walls</td>
<td>0.01, 0.01</td>
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<tr>
<td>SS244, white sheet rock walls</td>
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<tr>
<td>S247, white sheet rock walls</td>
<td>0.01, 0.01</td>
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<tr>
<td>S247, varnished door</td>
<td>0.01</td>
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<tr>
<td>S244, varnished door</td>
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<tr>
<td>Corridor CS232, speckled wallpaper walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
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<tr>
<td>Corridor CS227, speckled wallpaper</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>Classroom S227, tan sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>S227, varnished door/frame</td>
<td>0.01, 0.02, 0.01</td>
</tr>
<tr>
<td>Women’s rest room S228, brown door</td>
<td>0.13, 0.25</td>
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<tr>
<td>Men’s rest room S229, brown door</td>
<td>0.11, 0.12</td>
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<tr>
<td>Women’s rest room S228, tan metal stall</td>
<td>1.71, 2.28</td>
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<tr>
<td>dividers</td>
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<tr>
<td>Men’s rest room S229, Tan metal stall</td>
<td>0.01, 0.02, 0.01</td>
</tr>
<tr>
<td>dividers</td>
<td></td>
</tr>
<tr>
<td>S228, brown ceramic tile</td>
<td>0.05, 0.01, 0.01</td>
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<tr>
<td>Location</td>
<td>Material/Details</td>
</tr>
<tr>
<td>--------------------------------</td>
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<tr>
<td>S229</td>
<td>Brown ceramic tile</td>
</tr>
<tr>
<td>Classroom S248</td>
<td>Tan sheet rock walls</td>
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<tr>
<td>S248</td>
<td>Varnished wood trim</td>
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<tr>
<td>Lobby LS224</td>
<td>Entry varnished doors</td>
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<td>S253</td>
<td>Varnished door</td>
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<td>S253</td>
<td>White sheet rock walls</td>
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<td>S220</td>
<td>White sheet rock walls</td>
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<td>Varnished door/frame</td>
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<td>S215</td>
<td>White sheet rock walls</td>
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<td>S215</td>
<td>Black metal entry door, frame</td>
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<tr>
<td>S213</td>
<td>White sheet rock walls</td>
</tr>
<tr>
<td>S212</td>
<td>Tan mini-blinds</td>
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<tr>
<td>Corridor CS231, metal fire doors, varnished (2 sets)</td>
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</tr>
<tr>
<td>Lobby S100</td>
<td>White sheet rock walls</td>
</tr>
<tr>
<td>S100 metal fire doors for Mechanical room S101</td>
<td></td>
</tr>
<tr>
<td>S100</td>
<td>Black metal doors</td>
</tr>
<tr>
<td>Corridor CS100B, tan patterned wallpaper on sheet rock (all the way around)</td>
<td></td>
</tr>
<tr>
<td>Lab S103</td>
<td>White sheet rock walls</td>
</tr>
<tr>
<td>S103</td>
<td>Varnished door</td>
</tr>
<tr>
<td>Room Description</td>
<td>Value(s)</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------------</td>
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<tr>
<td>S103, black metal door frame</td>
<td>0.01</td>
</tr>
<tr>
<td>Kitchen S100B, varnished door</td>
<td>0.01</td>
</tr>
<tr>
<td>S100B, black metal door frame</td>
<td>0.01</td>
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<tr>
<td>Lab S120, white sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
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<tr>
<td>Lab S116, white sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
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<tr>
<td>S116, black metal door frame</td>
<td>0.02, 0.01</td>
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<tr>
<td>S116, varnished door</td>
<td>0.01</td>
</tr>
<tr>
<td>S117, gray wood door</td>
<td>0.57, 0.41</td>
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<tr>
<td>S117, black metal door frame</td>
<td>0.01, 0.01</td>
</tr>
<tr>
<td>S113, gray wood door</td>
<td>0.46, 0.59</td>
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<tr>
<td>Stairs SS100A, black wood door</td>
<td>0.14, 0.06</td>
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<tr>
<td>Lab S112, white sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>S112, varnished wood door</td>
<td>0.02</td>
</tr>
<tr>
<td>S112, black metal door frame</td>
<td>0.01</td>
</tr>
<tr>
<td>Men’s Rest Room S110, varnished door</td>
<td>0.01, 0.08</td>
</tr>
<tr>
<td>S110, pink metal stall dividers</td>
<td>0.01, 0.02, 0.02, 0.01</td>
</tr>
<tr>
<td>S110, pink ceramic tile walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>Women’s Rest Room S109, varnished door</td>
<td>0.01, 0.02</td>
</tr>
<tr>
<td>S109, pink ceramic tile walls</td>
<td>0.02, 0.01, 0.02, 0.02</td>
</tr>
<tr>
<td>S109, pink metal stall dividers</td>
<td>0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>Description</td>
<td>Coordinates</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>---------------</td>
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<tr>
<td>Lab S107, white sheet rock walls</td>
<td>0.01, 0.01, 0.01, 0.01</td>
</tr>
<tr>
<td>Women’s rest room S106, gray metal door</td>
<td>0.45, 0.51</td>
</tr>
<tr>
<td>S106, black door frame</td>
<td>0.01, 0.01</td>
</tr>
<tr>
<td>Men’s rest room S106, gray metal door</td>
<td>0.45, 0.62</td>
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<tr>
<td>S106, black metal door frame</td>
<td>0.01, 0.01</td>
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<tr>
<td>S106, black ceramic tile</td>
<td>0.02, 0.02, 0.03</td>
</tr>
<tr>
<td>S105, black ceramic tile</td>
<td>0.02, 0.02, 0.02</td>
</tr>
<tr>
<td>S106, white metal stall dividers</td>
<td>0.01, 0.01</td>
</tr>
<tr>
<td>S105, white metal stall dividers</td>
<td>0.01, 0.01</td>
</tr>
<tr>
<td>S105, pale green sheet rock</td>
<td>0.01, 0.01, 0.01</td>
</tr>
</tbody>
</table>

**LEAD SUMMARY:** Metal stall divider panels in the women’s and men’s rest rooms on 3rd and 4th floors (S426, S425, S333, S332), and the women’s rest room on the 2nd floor (S228) of Sinclair Nursing School are painted with lead-based paint.

**UNIVERSAL WASTE**

The following items should be removed and disposed of properly. MU EHS Resource Recovery Center (882-3736) can help with barrels for collection of universal waste, and will pick up these items after they have been collected.

Five hundred twenty nine (529) four foot fluorescent light fixtures, with their bulbs

Forty six (46) two foot fluorescent light fixtures, with their bulbs

Forty five (45) exit signs
Sixty seven (67) emergency fire lights
Fifty three (53) smoke detectors
One hundred two (102) door closers
One hundred thirty nine (139) thermostats
Eight (8) drinking fountains
ACM FLOORING SYSTEM - 1ST FLOOR
SINCLAIR NURSING SCHOOL
EXHIBIT A

Microscopic Analysis Results

Project CP181391
Sinclair School of Nursing

Hazardous Building Material Survey
June 20, 2018
<table>
<thead>
<tr>
<th>Sample Number</th>
<th>Room or Location</th>
<th>Sample Description</th>
<th>Asbestos Present</th>
<th>ACM Description</th>
<th>Other Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>180424–01</td>
<td>Sinclair School of Nursing, 1st floor, NE corner at exit door</td>
<td>12” gray floor tile</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–02</td>
<td>1st floor, NE corridor</td>
<td>Gray/white floor leveler</td>
<td>N/A</td>
<td></td>
<td>10% quartz, 90% non-fibrous</td>
</tr>
<tr>
<td>180424–03</td>
<td>S107</td>
<td>12” pink floor tile</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–03A</td>
<td>S107</td>
<td>Black mastic from floor tile listed above</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–04</td>
<td>S107</td>
<td>12” tan floor tile</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–04A</td>
<td>S107</td>
<td>Black mastic from floor tile listed above</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–05</td>
<td>S100B (kitchen)</td>
<td>12” gray floor tile (blond mastic)</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–06</td>
<td>S100 (lobby)</td>
<td>12” black floor tile</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–06A</td>
<td>S100 (lobby)</td>
<td>Black mastic from floor tile</td>
<td>YES</td>
<td>2.4% CHrysotile</td>
<td>97.6% matrix material</td>
</tr>
<tr>
<td>Sample Number</td>
<td>Room or Location</td>
<td>Sample Description</td>
<td>Asbestos Present</td>
<td>ACM Description</td>
<td>Other Materials</td>
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<tr>
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<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>180424–07</td>
<td>Ramp off Lobby S100</td>
<td>12&quot; floor tile, white w/ streaks (blond mastic)</td>
<td>YES</td>
<td>.92% CHRYSOTILE</td>
<td>99.1% matrix material</td>
</tr>
<tr>
<td>180424–08</td>
<td>S101</td>
<td>TSI– 12&quot; straight</td>
<td>N/A</td>
<td></td>
<td>15% cellulose, 15% synthetic, 2% glass, 68% non-fibrous</td>
</tr>
<tr>
<td>180424–09</td>
<td>S101</td>
<td>TSI– 12&quot; 90</td>
<td>N/A</td>
<td></td>
<td>20% cellulose, 25% mineral wool, 55% non-fibrous</td>
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<tr>
<td>180424–10</td>
<td>S404</td>
<td>12&quot; tan floor tile (blond mastic)</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180424–11</td>
<td>S241</td>
<td>12&quot; black floor tile</td>
<td>YES</td>
<td>43.8% CHRYSOTILE</td>
<td>43.8% matrix material</td>
</tr>
<tr>
<td>180424–12</td>
<td>S248</td>
<td>12&quot; black floor tile</td>
<td>YES</td>
<td>16.9% CHRYSOTILE</td>
<td>83.1% matrix material</td>
</tr>
<tr>
<td>180424–12A</td>
<td>S248</td>
<td>Black mastic from floor tile listed above</td>
<td>YES</td>
<td>3.8% CHRYSOTILE</td>
<td>96.2% matrix material</td>
</tr>
<tr>
<td>180425–01</td>
<td>S358</td>
<td>Brown sheet vinyl flooring</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180425–02</td>
<td>S359</td>
<td>Brown sheet vinyl flooring</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180425–03</td>
<td>S351</td>
<td>12&quot; black floor tile</td>
<td>YES</td>
<td>26.9% CHRYSOTILE</td>
<td>73.1% matrix material</td>
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<tr>
<td>180425–03A</td>
<td>S351</td>
<td>Black mastic from floor tile</td>
<td>YES</td>
<td>1.1% CHRYSOTILE</td>
<td>99.8% matrix material</td>
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<tr>
<td>Sample Number</td>
<td>Room or Location</td>
<td>Sample Description</td>
<td>Asbestos Present</td>
<td>ACM Description</td>
<td>Other Materials</td>
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<td>-----------------</td>
</tr>
<tr>
<td>180425–04</td>
<td>S347</td>
<td>Light tan sheet vinyl flooring</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180424–05</td>
<td>S347</td>
<td>Brown sheet vinyl flooring</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180425–06</td>
<td>S301</td>
<td>12” white floor tile</td>
<td>N/A</td>
<td></td>
<td>100% matrix material</td>
</tr>
<tr>
<td>180425–06A</td>
<td>S301</td>
<td>Black mastic from floor tile listed above</td>
<td>YES .73% CHRYSOTILE</td>
<td></td>
<td>99.3% matrix material</td>
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<tr>
<td>180503–01</td>
<td>LS418</td>
<td>Sheet rock joint compound</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180503–02*</td>
<td>LS418, coffered concrete ceiling</td>
<td>Textured spray-on</td>
<td>YES &lt;1% CHRYSOTILE*</td>
<td></td>
<td>99%+ non-fibrous</td>
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<tr>
<td>180503–03</td>
<td>CS400</td>
<td>2x2 ceiling tile</td>
<td>N/A</td>
<td></td>
<td>40% cellulose, 40% mineral wool, 15% perlite, 5% non-fibrous</td>
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<tr>
<td>180503–04</td>
<td>CS400</td>
<td>Sheet rock joint compound</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
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<tr>
<td>180503–05</td>
<td>S404</td>
<td>Window glazing compound</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
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<tr>
<td>180503–06</td>
<td>S403, access panel in ceiling</td>
<td>White caulk</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180503–07</td>
<td>CS400</td>
<td>2x2 ceiling tile, gray body</td>
<td>N/A</td>
<td></td>
<td>60% cellulose, 20% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>Sample Number</td>
<td>Room or Location</td>
<td>Sample Description</td>
<td>Asbestos Present</td>
<td>ACM Description</td>
<td>Other Materials</td>
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<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>180503-08</td>
<td>CS300</td>
<td>2x2 ceiling tile, white body</td>
<td>N/A</td>
<td>N/A</td>
<td>60% cellulose, 20% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180503-09</td>
<td></td>
<td>Sample deleted, no analysis</td>
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<td>N/A</td>
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</tr>
<tr>
<td>180503-10</td>
<td>S358</td>
<td>12” splined ceiling tile</td>
<td>N/A</td>
<td>N/A</td>
<td>60% cellulose, 20% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180503-11</td>
<td>CS300</td>
<td>Sheet rock joint compound</td>
<td>N/A</td>
<td>N/A</td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180503-12</td>
<td>LS224</td>
<td>2x2 ceiling tile, gray body, recessed</td>
<td>N/A</td>
<td>N/A</td>
<td>60% cellulose, 20% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180503-13</td>
<td>CS227</td>
<td>2x2 ceiling tile, gray body, recessed</td>
<td>N/A</td>
<td>N/A</td>
<td>40% cellulose, 40% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180503-14</td>
<td>S265</td>
<td>12” splined ceiling tile</td>
<td>N/A</td>
<td>N/A</td>
<td>50% cellulose, 30% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180503-15</td>
<td>S265</td>
<td>2x4 ceiling tile, gray body</td>
<td>N/A</td>
<td>N/A</td>
<td>50% cellulose, 30% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180508-01</td>
<td>S101</td>
<td>Air Handler ductwork skin</td>
<td>N/A</td>
<td>N/A</td>
<td>60% glass fibers, 10% cellulose 30% non-fibrous</td>
</tr>
<tr>
<td>180508-02</td>
<td>S115</td>
<td>Air Handler ductwork skin</td>
<td>YES 3% CHRYSOTILE</td>
<td>N/A</td>
<td>60% glass, 37% non-fibrous</td>
</tr>
<tr>
<td>Sample Number</td>
<td>Room or Location</td>
<td>Sample Description</td>
<td>Asbestos Present</td>
<td>ACM Description</td>
<td>Other Materials</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td>-------------------------------------------------</td>
<td>------------------</td>
<td>-----------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>180508-03</td>
<td>S115</td>
<td>White caulk from end of F/G pipe</td>
<td>YES</td>
<td>5% CHrysotile</td>
<td>95% non-fibrous</td>
</tr>
<tr>
<td>180508-04</td>
<td>Corridor CS100B</td>
<td>2x2 ceiling tile, white body</td>
<td>N/A</td>
<td></td>
<td>40% cellulose, 40% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180508-05</td>
<td>S110</td>
<td>2x2 ceiling tile, white body</td>
<td>N/A</td>
<td></td>
<td>40% cellulose, 40% mineral wool, 15% perlite, 5% non-fibrous</td>
</tr>
<tr>
<td>180508-06</td>
<td>S100B</td>
<td>Sheet rock joint compound</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180508-07</td>
<td>S105</td>
<td>Sheet rock joint compound</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>180522-01</td>
<td>S115</td>
<td>HVAC duct skin</td>
<td>YES</td>
<td>2% CHrysotile</td>
<td>10% glass, 88% non-fibrous</td>
</tr>
<tr>
<td>180522-01A</td>
<td>S115</td>
<td>Insulation from skin listed above</td>
<td>N/A</td>
<td></td>
<td>98% glass, 2% non-fibrous</td>
</tr>
<tr>
<td>180522-02</td>
<td>S115</td>
<td>HVAC duct skin</td>
<td>YES</td>
<td>2% CHrysotile</td>
<td>10% glass, 88% non-fibrous</td>
</tr>
<tr>
<td>180522-02A</td>
<td>S115</td>
<td>Insulation from skin listed above</td>
<td>N/A</td>
<td></td>
<td>98% glass, 2% non-fibrous</td>
</tr>
<tr>
<td>180522-03</td>
<td>S115</td>
<td>White caulk from F/G pipe</td>
<td>YES</td>
<td>2% CHrysotile</td>
<td>98% non-fibrous</td>
</tr>
<tr>
<td>180523-01</td>
<td>S115</td>
<td>White caulk from F/G pipe</td>
<td>N/A</td>
<td></td>
<td>100% non-fibrous</td>
</tr>
<tr>
<td>Sample Number</td>
<td>Room or Location</td>
<td>Sample Description</td>
<td>Asbestos Present</td>
<td>ACM Description</td>
<td>Other Materials</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td>--------------------</td>
<td>------------------</td>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>180523-02</td>
<td>S115</td>
<td>White caulk from F/G pipe</td>
<td>YES</td>
<td>2% CHRYSOTILE</td>
<td>98% non-fibrous</td>
</tr>
<tr>
<td>180523-03</td>
<td>S115</td>
<td>White caulk from F/G pipe</td>
<td>YES</td>
<td>2% CHRYSOTILE</td>
<td>98% non-fibrous</td>
</tr>
<tr>
<td>180605-01</td>
<td>S115</td>
<td>HVAC duct skin</td>
<td>YES</td>
<td>2% CHRYSOTILE</td>
<td>40% glass, 58% non-fibrous</td>
</tr>
<tr>
<td>180605-02</td>
<td>S115</td>
<td>HVAC duct skin</td>
<td>YES</td>
<td>2% CHRYSOTILE</td>
<td>20% glass, 78% non-fibrous</td>
</tr>
<tr>
<td>180606-01</td>
<td>S261</td>
<td>Ceiling spray-on</td>
<td>N/A</td>
<td></td>
<td>98% cellulose, 2% non-fibrous</td>
</tr>
<tr>
<td>180611-01</td>
<td>S101</td>
<td>HVAC duct skin</td>
<td>N/A</td>
<td></td>
<td>10% Cellulose, 80% glass, 10 non-fibrous</td>
</tr>
<tr>
<td>180611-02</td>
<td>S101</td>
<td>HVAC duct skin</td>
<td>N/A</td>
<td></td>
<td>10% cellulose, 88% glass, 2% non-fibrous</td>
</tr>
<tr>
<td>180611-03</td>
<td>S101</td>
<td>HVAC duct skin</td>
<td>N/A</td>
<td></td>
<td>10% Cellulose, 80% glass, 10 non-fibrous</td>
</tr>
<tr>
<td>180611-04</td>
<td>S101</td>
<td>Vibration cloth</td>
<td>N/A</td>
<td></td>
<td>20% synthetic, 80% non-fibrous</td>
</tr>
<tr>
<td>180611-05</td>
<td>S116, above drop ceiling</td>
<td>HVAC duct skin</td>
<td>YES</td>
<td>5% CHRYSOTILE</td>
<td>75% glass, 20% non-fibrous</td>
</tr>
</tbody>
</table>
## Historical Data

**Sinclair School of Nursing**  
**Cofferred Concrete Ceiling - Spray-On**

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Location/Description</th>
<th>Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>*100722-01 (Project CP102031)</td>
<td>Sinclair Nursing School LS300, textured spray-on on coffered concrete ceiling</td>
<td>*CONTAINS 2% CHRYSOTILE, 98% non-fibrous</td>
</tr>
<tr>
<td>*110428-01 (Project CP111211)</td>
<td>Sinclair Nursing School S455, at skylight in ceiling, white textured spray-on</td>
<td>*CONTAINS 3% CHRYSOTILE, 97% non-fibrous</td>
</tr>
</tbody>
</table>
EXHIBIT B

Asbestos Sampling Locations

Project CP181391
Sinclair School of Nursing

Hazardous Building Material Survey
June 20, 2018
ASBESTOS SAMPLING LOCATIONS
SINCLAIR SCHOOL OF NURSING
1ST FLOOR

*ADDITIONAL SAMPLES COLLECTED FOR VERIFICATION
ASBESTOS SAMPLING LOCATIONS
SINCLAIR SCHOOL OF NURSING
2ND FLOOR
ASBESTOS SAMPLING LOCATIONS
SINCLAIR SCHOOL OF NURSING
4TH FLOOR
ADDENDUM TO
ASBESTOS SURVEY
CP181391
SINCLAIR NURSING SCHOOL

CP180351
SINCLAIR NURSING SCHOOL
ROOF REPLACEMENT
Hazardous Building Material Survey Report
Sinclair School of Nursing– Proposal Project
Roof Replacement
CP180351
11/10/2017
To: Mark Hoerstkamp
Planning Design & Construction
From: Rudy Zachary
EHS
MU EHS was directed to collect samples from the roofing materials present on the 5th floor and Mechanical room S400 of the Sinclair School of Nursing. The samples were collected for the proposal project regarding the future replacement of the existing roofs of the School of Nursing. The survey was made to determine the presence of Hazardous Building Materials / Asbestos containing material (ACM) within the materials utilized on roofing sections.

In accordance with state and federal law, licensed Missouri Asbestos Building Inspector conducted the building inspection. The licensed inspector for this project was Rudy Zachary (ACM License #14679, expires 1/19/18). The inspection was conducted to satisfy the requirements of 40CFR 61, subpart M, which requires that all buildings be “thoroughly inspected” for asbestos before the commencement of renovation or demolition activities.

None of the roofing materials tested from the fourth (4) floor and Mechanical room S400 rooftops were found to contain asbestos.

Project description
MU EHS Technicians were directed to collect roofing samples from the 4th floor and Mechanical room S400 roofing sections only, no other roofing sections present at the school of nursing were tested as part of this survey. This survey was conducted in conjunction with an inspection being performed by the contractor.

Additional Roof Replacement Areas
If other roofing sections are identified to be replaced as part of this project, it recommended that additional samples be collected and analyzed prior to any disturbance of any material on any other roofing section other than the ones identified in this report.
Field Observations

The roofing areas inspected have similar materials covering the roof. Variances arise by the presence of a black tar on the outer surface of some roof sections. The remaining layers are; ISO foam with a layer of tar paper on both sides, a wood fiber layer then a 2nd layer of ISO foam also containing two tar layers. In most sections inspected the 2nd ISO foam layer was installed directly onto the deck however other inspection areas also contained an extra layer of tarpaper that was present beneath the 2nd layer of ISO foam. Samples were collected from locations identified by contractors during their inspection of the roofing sections of the 4th floor and mechanical room S400.

Other roofing sections for the Sinclair School of Nursing outside of the Mechanical room S400 and fourth floor were not inspected by EHS.

Analysis Information

- 171101-01 Outer tar sample core location #1 Negative for Asbestos
- 171101-02 (Outer Membrane) Roof outer membrane sample core location #1 Negative for Asbestos
- 171101-02 (Felt) Roof outer membrane sample core location #1 Negative for Asbestos
- 171101-03 Wood fiber sample (layer #2) core location #1 Negative for Asbestos
- 170831-04 (Foam) ISO foam layer with tar present (layer #3) core location #1 Negative for Asbestos
- 171101-04 (Tar) ISO foam layer with tar present (layer #3) core location #1 Negative for Asbestos
- 170831-05 Tar Roof outer membrane sample location #2 Negative for Asbestos
- 170831-05 Tar sample from roof deck core location #1 Negative for Asbestos
- 171101-07 (Sealant) Black sealant sample from roof exhaust pipe Negative for Asbestos
- 171101-07 (Felt) Black sealant sample from roof exhaust pipe Negative for Asbestos
- 171101-10 Outer tar sample core location #3 Negative for Asbestos
- 171101-11 (Core) Roof outer membrane sample core location #3 Negative for Asbestos
- 171101-11 (Felt) Roof outer membrane sample core location #3 Negative for Asbestos
- 171101-12A Wood fiber sample core location #3 Negative for Asbestos
- 171101-12B Tar on ISO foam core location #3 Negative for Asbestos
- 171101-12C ISO foam sample core location #3 Negative for Asbestos
- 171101-13 Tar sample from roof deck core location #4 Negative for Asbestos
- 171101-14 Inner roof layer ISO foam with tar core location #5 Negative for Asbestos
- 171101-15 Wood fiber sample (layer #2) core location #5 Negative for Asbestos
- 171101-16 (Core) Roof outer membrane sample core location #5 Negative for Asbestos
- 171101-16 (Felt) Roof outer membrane sample core location #5 Negative for Asbestos
- 171101-17 Tar sample from roof deck core location #6 Negative for Asbestos
Field Observations continued
Tars and sealants used in construction and repair are distinctly similar in color and structure, representative samples were collected from sealants at roof exhaust pipes, and at an expansion joint these samples were Negative for Asbestos.

Samples Collected
- 171101-06 Black sealant sample from flashing Negative for Asbestos
- 171101-08 Black sealant sample from expansion joint Negative for Asbestos
- 171101-09 Black sealant sample from expansion joint (#2) Negative for Asbestos
<table>
<thead>
<tr>
<th>Sample Number</th>
<th>Description and Location</th>
<th>Analysis Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>171101-01</td>
<td>Outer tar sample core location #1</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-02</td>
<td>Outer membrane sample core location #1</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-02-Felt</td>
<td>Roof outer membrane sample core location #1</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-03</td>
<td>Wood fiber sample (layer #2) core location #1</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>170831-04</td>
<td>ISO foam layer with tar present (layer #3) core location #1</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-04-Tar</td>
<td>ISO foam layer with tar present (layer #3) core location #1</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>170831-05 Tar</td>
<td>Roof outer membrane sample location #2</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>170831-05</td>
<td>Tar sample from roof deck core location #1</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-06</td>
<td>Black sealant sample from flashing</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-07-Sealant</td>
<td>Black sealant sample from roof exhaust pipe</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-07-Felt</td>
<td>Black sealant sample from roof exhaust pipe</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-08</td>
<td>Black sealant sample from expansion joint</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-09</td>
<td>Black sealant sample from expansion joint (#2)</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-10</td>
<td>Outer tar sample core location #3</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-11-Core</td>
<td>Roof outer membrane sample core location #3</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-11-Felt</td>
<td>Roof outer membrane sample core location #3</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-12A</td>
<td>Wood fiber sample core location #3</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-12B</td>
<td>Tar on ISO foam core location #3</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-12C</td>
<td>ISO foam sample core location #3</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-13</td>
<td>Tar sample from roof deck core location #4</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-14</td>
<td>Inner roof layer ISO foam with tar core location #5</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-15</td>
<td>Wood fiber sample (layer #2) core location #5</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-16-Core</td>
<td>Roof outer membrane sample core location #5</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-16-Felt</td>
<td>Roof outer membrane sample core location #5</td>
<td>Negative for Asbestos</td>
</tr>
<tr>
<td>171101-17</td>
<td>Tar sample from roof deck core location #6</td>
<td>Negative for Asbestos</td>
</tr>
</tbody>
</table>
Sample Locations

Core Samples #3 & #4 were collected from the roof of the mechanical room.

Core #3
171101-10
171101-11
171101-12

#4
171101-14
171101-15
171101-16

Core #1
171101-01 to 171101-05

Core #5
171101-14
171101-15
171101-16
171101-17

171101-08
171101-09

171101-06
Limited RCRA Metals in Paint Survey  
Project CP181391  
Sinclair School of Nursing

MU EHS has performed a limited survey of the Resource Conservation and Recovery Act (RCRA) 8 metals in paint for Project # CP181391– Sinclair School of Nursing.

The purpose of this limited RCRA metals in paint survey was to provide information regarding the presence of the following metals on tested components in the Survey Area: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. Tested components were those materials that might potentially be reused as clean fill after the building is demolished.

Environmental Health and Safety used a Thermo Scientific Niton XL2 (XRF) Analyzer to determine the presence and amount of the RCRA 8 Metals.

None of the painted items tested by the XRF contained the metals of concern at or above the concentrations specified in the Missouri Department of Natural Resources (MDNR) document titled “Using Painted Block and Brick as Clean Fill”. The concentrations specified in that document include:

- Silver (Ag): 99 parts per million (ppm);
- Arsenic (As): 87 ppm;
- Barium (Ba): 15,200 ppm;
- Cadmium (Cd): 429 ppm;
- Chromium (Cr): 3,285 ppm;
- Lead (Pb): 4,999 ppm
- Mercury (Hg): 100 ppm; and
- Selenium (Se): 50 ppm.

I tested exposed, painted concrete and cinder block surfaces in the interior and exterior of the building. The blond brick used throughout the building is unpainted.
<table>
<thead>
<tr>
<th>LOCATION/DESCRIPTION</th>
<th>ANALYSIS (PPM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Sinclair School of Nursing-exterior Under overhanging cantilevered floor of S261- north end White concrete</td>
<td>Ag &lt;Limit Of detection As &lt;LOD Ba 517 Cd &lt;LOD Cr &lt;LOD Hg &lt;LOD Pb &lt;LOD Se &lt;LOD</td>
</tr>
<tr>
<td>2 Under overhanging cantilevered floor of S255- north end, Exterior- White concrete</td>
<td>&lt;LOD &lt;LOD 505 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>3 Soffit over window in S214-exterior White concrete</td>
<td>&lt;LOD &lt;LOD 437 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>4 Soffit over window in S220-exterior White concrete</td>
<td>&lt;LOD &lt;LOD 410 33 &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>5 Penthouse mechanical room S400- Gray concrete floor</td>
<td>&lt;LOD &lt;LOD 899 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>6 Penthouse mechanical room S400- Gray concrete floor</td>
<td>&lt;LOD &lt;LOD 1059 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>7 Mechanical Room S101- Black concrete ceiling</td>
<td>&lt;LOD &lt;LOD 1072 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>8 Mechanical Room S101- Black concrete ceiling</td>
<td>&lt;LOD &lt;LOD 949 37 &lt;LOD &lt;LOD &lt;LOD 15</td>
</tr>
<tr>
<td>9 Hallway outside S120, above drop ceiling- Black concrete ceiling</td>
<td>&lt;LOD &lt;LOD 394 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>10 Mechanical Room S115- White concrete column</td>
<td>&lt;LOD &lt;LOD 666 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td>11 Mechanical Room S115, east side White concrete wall</td>
<td>&lt;LOD &lt;LOD 940 &lt;LOD &lt;LOD &lt;LOD &lt;LOD &lt;LOD</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Mechanical Room S113, east side White concrete wall</td>
</tr>
<tr>
<td>13</td>
<td>Mechanical Room S113 Black concrete ceiling</td>
</tr>
<tr>
<td>14</td>
<td>Stairwell S100A White cinder block wall</td>
</tr>
<tr>
<td>15</td>
<td>S107, above ceiling tile Black concrete ceiling</td>
</tr>
<tr>
<td>16</td>
<td>Under overhanging cantilevered floor of S261, south end White concrete</td>
</tr>
<tr>
<td>17</td>
<td>Under overhanging cantilevered floor of S255, south end White concrete</td>
</tr>
</tbody>
</table>
RCRA SAMPLE LOCATIONS
SSON 2ND FLOOR
CP181391
SSON RCRA SAMPLES
4TH FLOOR
CP181391
Limited RCRA Metals in Paint Survey
Project CP181391
Sinclair School of Nursing

MU EHS has performed a limited survey of the Resource Conservation and Recovery Act (RCRA) 8 metals in paint for Project # CP181391 - Sinclair School of Nursing.

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- Silver (Ag): 99 parts per million (ppm);
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- Barium (Ba): 15,200 ppm;
- Cadmium (Cd): 429 ppm;
- Chromium (Cr): 3,285 ppm;
- Lead (Pb): 4,999 ppm
- Mercury (Hg): 100 ppm; and
- Selenium (Se): 50 ppm.

I tested exposed, painted concrete and cinder block surfaces in the interior and exterior of the building. The blond brick used throughout the building is unpainted.
TECHNICAL SPECIFICATIONS - UNIVERSAL/HAZARDOUS MATERIALS REMOVAL AND DISPOSAL

For

UNIVERSITY OF MISSOURI
PROJECT CP181391
SINCLAIR SCHOOL OF NURSING
(BUILDING C37-087)

Prepared for

UNIVERSITY OF MISSOURI
Campus Facilities
Columbia, Missouri 65211

Prepared by
UNIVERSITY OF MISSOURI
ENVIRONMENTAL HEALTH & SAFETY
PART 1 - GENERAL

Provisions of the General Conditions and Special Conditions are part of this Division.

1.1 WORK COVERED BY CONTRACT DOCUMENTS

1.1.1 The Contractor shall inform him/herself of the conditions for the project, and is responsible for verifying the quantities and location of all work to be performed as outlined in this section. Failure to do so shall not relieve the Contractor of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. The work of the Contract can be summarized as follows:

The work consists of the proper removal of the following approximate quantities of hazardous materials from Sinclair School of Nursing:

Demolition/Construction Waste

Hazardous Waste

One hundred two (102) door closers
One hundred thirty nine (139) thermostats

Universal Waste

Five hundred twenty nine (529) four foot fluorescent light fixtures, with their bulbs
Forty six (46) two foot fluorescent light fixtures, with their bulbs
Fifty three (53) smoke detectors
Forty five (45) exit signs
Sixty seven (67) emergency fire lights

Reclaim/Recycle

Eight (8) drinking fountains

Building Materials Painted with (RCRA) Regulated Heavy Metals

The building was tested for the RCRA metals on painted material which could potentially go to clean fill. None of the tested materials approach the MO DNR levels of concern.

1.2 CODES AND REGULATIONS:

1.1.2.1 All applicable codes, regulations, standards, statutes, laws, and rules have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. Where conflicts arise, the most stringent specification shall apply.
1.1.2.2 Federal and State requirements which govern universal and hazardous removal work or hauling and disposal of such waste materials include but are not limited to the following:

   - 1.1.2.2.1.1 Construction Industry - 29 CFR 1926.1101
   - 1.1.2.2.1.2 Respiratory Protection – 29 CFR 1910.134
   - 1.1.2.2.1.3 Hazard Communication – 29 CFR 1910.1200
   - 1.1.2.2.1.4 Accident Prevention Signs – 29 CFR 1910.145

1.1.2.2.2 U.S. Environmental Protection Agency (EPA)

1.1.2.2.1.5 CONTRACTOR’S DUTIES

1.1.3 Except as specifically noted, provide and pay for:
   - Labor, materials, and equipment.
   - Tools, construction equipment, and machinery.
   - Other facilities and services necessary for proper execution and completion of work.

1.1.3.2 Pay legally required sales, consumer, use, payroll, privilege and other taxes. Retail sales tax shall not be included in the bid amount.

1.1.3.3 Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of bids:
   - Permits
   - Government Fees
   - Licenses
   - Except where specifically noted, provide and pay for waste disposal permits and costs

1.1.3.4 Give required notices.

1.1.3.5 Contractor shall assume full responsibility and liability for compliance with all codes, ordinances, rules, regulations, orders and other legal requirements of Local, State, and Federal public authorities including Environmental Protection Agency (EPA) regulations, Missouri Department of Natural Resources (MDNR) and Occupational Safety and Health Administration (OSHA) which bear on performance work. Where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern. The Contractor shall hold the owner and owner’s air monitoring firm harmless for failure to comply with any applicable work, hauling, safety, health, or other regulations on the part of the contractor, contractor’s employees, or contractor’s subcontractors.
1.1.3.6 If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify MU in writing, and any necessary changes shall be accomplished by appropriate modification. It is not the Contractor's responsibility to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to MU, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

1.1.3.7 Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned task.

1.1.3.8 Comply with all applicable federal, state, and local laws regarding job discrimination and payment of prevailing wage rates for the base bid.

1.1.3.9 The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the abatement contractor.

1.1.3.10 Assume responsibility for the proper and safe execution of the work.

1.1.8 COORDINATION: The hazard remediation contractor shall be responsible for the coordination of the universal/hazardous materials removal for this project. The hazard remediation contractor shall coordinate with all other on-site contractors and all subcontractors working under separate contracts so as to facilitate the general progress of the work. Each trade shall afford all trades every reasonable opportunity for the installation of their work.

1.2 STOP WORK

1.2.1 If the Owner, or his designated representative, presents a written or verbal stop work order, immediately stop all work or that portion of the work designated. A verbal stop work order shall be confirmed by a written stop work order within 24 hours. Do not commence referenced work until authorized in writing by the Owner or his representative.

1.3 CONTRACTOR USE OF PREMISES

1.3.1 GENERAL: During the construction period for each building, the hazard remediation contractor will have full access to Sinclair School of Nursing for construction operations. Owner will keep the elevators operational.

1.3.2 USE OF THE SITE: Confining operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

1.3.2.1 Keep existing driveways and entrances serving the premises clear and
available to the Owner and his employees at all times. Contractor will be allowed to use the parking lot to the north of the building for parking and/or storage of materials.

1.3.2.2 Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to areas acceptable to Owner. If additional storage is necessary, obtain and pay for such storage off-site.

1.3.2.3 Do not load structure with weight that will endanger structure.

1.3.2.4 Assume full responsibility for protection and safekeeping of products stored on premises.

1.3.2.5 Move any stored products which interfere with operations of Owner or other contractors.

1.3.2.6 Contractor personnel shall utilize only those entrances/exits and parking lots designated by the Owner.

1.3.2.7 Contractor shall utilize only those areas designated by the Owner for the storage of equipment and the placement of dumpsters/transport containers.

1.3.2.8 Take all cautions necessary to ensure there is no universal and hazardous material contamination to those areas not included in work schedule. Should areas outside the work area become contaminated with hazardous materials, the Contractor shall immediately clean them utilizing the wet cleaning and HEPA vacuum methods specified herein. The hazard remediation contractor is responsible for the proper cleanup of all items in the work areas to maintain a clean and safe environment.

1.3.3 CONTRACTOR’S USE OF THE EXISTING BUILDING: Maintain the existing building in a safe and weather tight condition throughout the construction period. Take all precautions necessary to protect the building and its occupants during the construction period.

1.3.3.1 Keep areas such as walkways and stairs free from accumulation of waste material, rubbish or construction debris.

1.3.3.2 Smoking or open fires are prohibited within the building or on the premises.

1.4 OWNER OCCUPANCY

1.4.1 PARTIAL OWNER OCCUPANCY: The Owner reserves the right to occupy areas of the building in which universal/hazardous waste removal has been completed, provided that such occupancy does not substantially interfere with completion of the work. The Owner also reserves the right to occupy portions of the building not involved in this Scope of Work. Such partial occupancy shall not constitute acceptance of the work or any part of the work. The Owner shall also maintain the right to access areas where no universal and hazardous waste work is being
performed.

2.1 **SUBMITTAL REQUIREMENTS**

2.1.1 The following will be submitted by the contractor prior to commencement of work for approval by Owner’s Certified Industrial Hygienist (one copy for the Owner’s Representative). The Owner’s C.I.H. will return reviewed copies to contractor and Owner’s Representative.

2.1.1.1 One copy of any Safety Data Sheets (SDS) for products to be used by the contractor in the performance of his work. Contractor will also maintain copies of SDS on site per OSHA.

2.1.2 Submit the following for all Supervisor(s) and Workers who will be on the project site prior to commencement of work:

2.1.2.1 A list of project personnel and contact phone numbers

2.1.2.2 Current training certificates, if applicable

2.1.2.3 Physician’s Statement that each person is physically fit to wear a respirator, if respirator use is required

2.1.2.4 Respirator Fit Test, if respirator use is required

2.1.3 Submit a detailed plan of the procedures proposed for use in complying with requirements of this specification. Include in the plan the layout and location of work areas, route of ingress and egress for the work areas, methods used to assure safety of building occupants and visitors, method of removal of material, and disposal container requirements for lead based paint material to be disposed.

2.1.4 Proposed disposal site for lead-based paint materials, including a disposal plan to detail type of disposal container, method of transportation to disposal site, and waste hauler.

2.1.5 Any other submittals as required by MU.

2.1.6 Upon completion of the universal/hazardous material removal, submit to the Owner’s Representative, copies of hazardous materials shipping records, disposal receipts, incineration/recycling receipts and documentation, etc. for all hazardous materials removed from the project site.

2.1.7 Upon completion of the universal waste/hazardous material removal, the following information shall be submitted by the Owner’s C.I.H. to the contractor:

2.1.7.1 Construction and demolition waste landfill receipts, disposal receipts, truck tickets, incineration/recycling receipts and documentation.

2.1.7.2 Written visual certification from the Owner’s Certified Industrial Hygienist that universal waste/hazardous material have been removed from the facility.

2.2 **TERMINOLOGY** (Definitions)

2.2.1 **APPROVED Construction and Demolition WASTE DISPOSAL SITE:** A
permitted solid waste landfill that is authorized by the Missouri Department of Natural Resources to receive construction and demolition wastes.

2.2.2 **AUTHORIZED VISITOR**: The Building Owner, the Building Owner's representative, MU personnel, or a representative of any regulatory or other agency having jurisdiction over the project.

2.2.3 **BARRIER**: Any surface that seals off the work area to non-authorized personnel from entering the work area.

2.2.4 **BUILDING OWNER**: A representative of the University of Missouri.

2.2.5 **DISPOSAL CONTAINER**: A properly labeled container for universal/hazardous materials. The proposed disposal container for lead-based paint will be provided to the Owner's Representative and part of the hazard remediation contractor's pre-work.

2.2.6 **HEPA VACUUM EQUIPMENT**: High efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining hazardous particulates. Filters should be of 99.97% efficiency for retaining particulates greater than 0.3 microns.

2.2.7 **ON-SITE REPRESENTATIVE**: MU's full-time representative responsible for air monitoring and enforcement of the specifications.

2.2.8 **OWNER’S CERTIFIED INDUSTRIAL HYGIENIST (C.I.H.)**: An Industrial Hygienist, certified in comprehensive practice by the American Board of Industrial Hygiene (ABIH).

2.2.9 **HAZARDOUS MATERIAL SHIPMENT RECORD/DISPOSAL RECEIPT**: The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of universal/hazardous materials.

2.2.10 **WET CLEANING/WIPING**: The process of eliminating contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as necessary.

2.2.11 **WORK AREA**: A specific isolated area in which universal/hazardous waste materials are required to be handled. The area is designated as a work area from the time that the area is secured and access restrictions are in place. The area remains designated as a work area until the time that it has been cleaned in accordance with any requirements applicable to the operations conducted.

2.3 **EXISTING CONDITIONS**

2.3.1 Building Owner and Contractor shall agree on building conditions prior to commencement of work. It shall be the Contractor's responsibility to replace or repair to the Owner's satisfaction, prior to close-out of the project, all damaged items caused by the Contractor and not proven otherwise. All items damaged prior to remediation shall be noted during preconstruction walk-through.
3.1 **PERSONNEL PROTECTION REQUIREMENTS**

3.1.1 Prior to commencement of work, the workers shall be instructed and shall be knowledgeable on the hazards of the universal hazardous materials involved and other environmental exposures, use and fitting of respirators, protective clothing, decontamination procedures, and all aspects of remediation work procedures; workers shall have medical examinations.

3.1.2 The Contractor acknowledges that he alone is responsible for enforcing personnel protection requirements and that these specifications provide only a minimum acceptable standard for each phase of operation.

3.1.3 If required or requested of the workers, provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA.

3.1.4 No visitors shall be allowed in work areas, except as authorized.

3.1.5 Where required or if requested by the workers, provide workers with sufficient sets of disposable protective full-body clothing. Such clothing shall consist of full-body coveralls, footwear, and head gear, one-piece coveralls or equal. Provide eye protection and hard hats as required by applicable safety regulations. Disposable clothing shall not be allowed to accumulate and shall be disposed of as contaminated waste.

3.1.6 Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the work area.

3.2 **MATERIALS**

3.2.1 Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

3.2.1.1 Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

3.2.1.2 Damaged or deteriorating materials shall not be used and shall be removed from the premises.

3.2.2 **PLASTIC SHEETING:** A minimum 6-mil (or as specified).

3.2.3 **TAPE:** Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water, duct tape, poly prep tapes or approved equal.

3.2.4 **ADHESIVES:** Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

3.2.5 **IMPERMEABLE CONTAINERS:** Suitable to receive and retain any hazardous
materials until disposal by the owners rep. The containers shall be labeled as required by owner. Containers must be resistant to damage and rupture.

3.2.6 **WARNING LABELS AND SIGNS:** As required by owner.

3.2.7 **OTHER MATERIALS:** Provide all other materials, such as, but not limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete this project.

### 3.3 TOOLS AND EQUIPMENT

3.3.1 Provide suitable tools for universal/hazardous waste removal and disposal.

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

3.3.1.2 **Air-Purifying Equipment:** High Efficiency Particulate Air Filtration Systems (HEPA) shall comply with ANSI Z9.2-91. No air movement system or air equipment should discharge particulates outside the work area. Thus, the negative air unit shall be equipped with a three filter bank with the last being the HEPA filter capable of removing 99.97% of fibers/particulates >0.3 microns.

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

3.3.1.4 **Vacuums:** Use HEPA type from a known manufacturer.

3.3.1.5 Other tools and equipment as necessary.

### 3.4 SUPERVISION OF UNIVERSAL/HAZARDOUS Material REMOVAL

3.4.1 The contractor shall designate a competent supervisor subject to the approval of the Owner’s C.I.H. and the Owner’s Representative. The supervisor shall be the Contractor’s representative on the project, shall meet the requirements of all applicable regulations, and perform or meet the following minimum requirements:

3.4.1.1 Be knowledgeable in all aspects of removal, cleanup and proper disposal of universal hazardous materials as listed in the Scope of Work.

3.4.1.2 Be onsite and supervise all removal, cleanup and disposal activities.

3.4.1.3 Maintain a daily log on the project documenting events, violations, problems, equipment failures, accidents, and inspections.

3.4.1.4 Be responsible for implementation of first aid, safety training, respiratory protection, and ensuring all workers are trained in emergency procedures.

3.4.1.5 Be responsible for conducting a visual inspection of the work area prior to a visual inspection by the Owner’s Certified Industrial Hygienist. Inspection shall be documented.
3.5 WORKER PROTECTION / TRAINING

3.5.1 The contractor shall be responsible for providing his employees with proper respiratory protection, respiratory training, a written respirator program, medical examinations, maintaining medical records, protective clothing and equipment to comply with OSHA requirements, if necessary.

3.5.2 All workers shall be trained in the dangers inherent in handling universal waste, and hazardous materials, in proper work procedures, and personal protective measures.

3.6 OWNER’S CERTIFIED INDUSTRIAL HYGIENIST

3.6.1 It will be the Owner's responsibility to hire a Certified Industrial Hygienist. The Certified Industrial Hygienist will also be required to perform the following duties as a minimum:

- 3.6.1.1 Approval of the Contractor's work plan and methods of remediation to meet regulatory requirements and ensure the health and safety of University faculty, staff, and students.
- 3.6.1.2 Verify that the Contractor is satisfactorily performing the work in accordance with OSHA regulations.
- 3.6.1.3 Visual inspection of the work areas.
- 3.6.1.4 Certify in writing that the Contractor’s procedures, methods, and practices were, to the best of his/her knowledge and belief, in compliance with current EPA, OSHA, State, and Local applicable regulations, that the work areas meet the requirements for a final visual inspection prior to re-occupancy, and an accounting of any known deviations.

3.7 SEPARATION OF WORK AREAS FROM NONWORK AREAS

3.7.1 Visual separation shall be accomplished at all "see-through" locations using opaque polyethylene. This separation shall not be incorporated within the other seals involved on this project.

3.8 EMERGENCY PROTECTION PLAN / FIRE EXITS

3.8.1 The contractor shall be responsible for developing a written Emergency Protection Plan and shall maintain this plan onsite. The plan shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, falls, and heat related injury. All employees shall be instructed and trained in the procedures.

3.8.2 The Emergency Protection Plan shall also include written notification of police, fire, and medical personnel of the planned remediation activities, work schedule, and layout of the work area, particularly barriers that may affect response capabilities.

3.8.3 Designate and maintain emergency and fire exits from the work area in accordance with local codes and regulations. All exits shall be clearly marked.
with fluorescent tape or red paint and shall be clearly visible from any part of the work area.

3.9 LOCAL AREA PROTECTION / SITE SECURITY

3.9.1 The contractor shall secure the work areas to make sure of no inadvertent entry. Any breach to the exterior of the building shall be secured by the hazard remediation contractor. The Contractor shall be responsible for maintaining security of the remediation areas throughout the contract period.

3.9.2 The contractor shall be responsible for all areas of the building used by contractor and/or subcontractors in the performance of the work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the existing building, except such controls as may be specifically reserved to the owner.

3.9.3 Contractor has the right to exclude from the work area all persons who have no purpose related to the work or its inspection, and shall require all persons in the work area to observe the same regulations required of Contractor's employees.

3.9.4 The contractor shall have control of site security during remediation operations in order to protect the work environment and equipment. Contractor shall have the owner's assistance in notifying building occupants of impending activity and enforcement of restricted access by owner's employees.

3.9.5 The contractor shall keep a minimum of two (2) 10lb type ABC fire extinguishers onsite. One shall be maintained outside the work area and one inside each work area. Contractor employees shall be trained in the operation of fire extinguishers.

3.9.6 The contractor shall maintain the work area free from rubbish, debris, and dirt, and keep a clean, safe working area.

3.10 UNIVERSAL WASTE/HAZARDOUS MATERIALS REMOVAL OPERATIONS

3.10.1 Any light fixtures, housings, etc. concealing items considered to be universal waste/hazardous material shall be removed, containerized, labelled, and left on site for disposal by MU EHS. This does not include refrigerant or CHC/HFCF-containing equipment which are being replaced by the contractor. It does not include TCLP ceramic tile, which should be handled by the contractor.

3.10.2 MATERIALS PAINTED WITH RCRA-Metals PAINT –

It is anticipated that these items will be removed as part of the demolition process and will be segregated from the remainder of the demolition debris. It is anticipated that these items will be hauled away and disposed of in a sanitary landfill approved by the State of Missouri to accept construction and demolition waste. These areas should be sealed off with polyethylene sheeting over the doors, vents, windows, or any other openings into/out of the area.
3.10.3 **FLUORESCENT LIGHT TUBES** may contain small amounts of Mercury. This can potentially be harmful to human health and the environment. The bulbs should be placed in fiberboard boxes provided by MU EHS to minimize breakage. MU EHS will manage disposal of this material.

3.10.4 **POLYCHLORINATED BIPHENYL (PCBS)** are a known carcinogenic material. Its use was discontinued January 1, 1979. Due to the age of the building, it should be assumed that any ballast can contain PCBs unless it is labeled as PCB free by the manufacturer. Due to this, any light ballasts presumed to contain PCBs should be properly disposed of. MU Environmental Health Safety will provide collection container for this purpose. Non-PCB ballasts will also be managed by MU Environmental Health Safety. Collection containers will be provided to the contractor upon their request.

3.10.5 **SMOKE DETECTORS** are typically ionization smoke detectors that may contain a small amount of radioactive material. MU Environmental Health and Safety will provide collection containers for this material and will also be responsible for the disposal of this material.

3.10.6 **FIRE ALARMS (STROBE LIGHT)** are typically not considered a universal or hazardous waste. However, for the purposes of this project, these items should be collected by the contractor and managed by MU Environmental Health and Safety. Collection containers will be provided to the contractor upon their request.

3.10.7 **EXIT SIGNS AND EMERGENCY LIGHTS** typically have backup batteries that may contain small amounts of lead. Some exit signs are powered by a small amount of radioactive material. Powered exit signs and emergency lights should have the battery removed and disposed of by MU Environmental Health and Safety. Non powered exit signs should be assumed to contain radioactive material and should be collected for disposal via MU Environmental Health and Safety. MU Environmental Health and Safety will provide collection containers for these items.

3.10.8 **DRINKING FOUNTAINS**: Some drinking fountains have reservoirs that may contain lead and a CFC/HCFC refrigerant that must be recovered. The lead reservoirs should be removed and recycled. The CFC/HCFC refrigerant must be recovered by a contractor licensed and trained in this type of work. The remainder of the unit should be managed as scrap metal.

3.10.9 **DOOR CLOSURES**: Some of the older door closures have oil reservoirs for lubrication. These oils may contain small amounts of PCBs. MU Environmental Health and Safety will provide a collection container for this material, and will be responsible for disposal.
3.10.10 **THERMOSTATS** may contain Mercury. This can potentially be harmful to human health and the environment. Mercury containing thermostats shall be disposed of as a hazardous waste. MU EHS will provide a collection container for this material, and will be responsible for disposal.

3.10.11 **WINDOW AIR CONDITIONING UNITS**: Where possible, these window units should be removed and stored for use elsewhere. Otherwise these units may contain CFC/HCFC refrigerants that must be recovered. CFC/HCFC refrigerants are suspected to damage the atmosphere. The CFC/HCFC refrigerant must be recovered by a contractor licensed and trained in this type of work. The remainder of the unit should be managed as scrap metal.

3.10.12 **CERAMIC TILE**: are made from clay bodies that contain high concentrations of silica. Respirable crystalline silica is a “known human carcinogen.” When ceramic tiles are cut, abraded, shattered, or crushed, hazardous silica dust can be generated. Ceramic tiles can also have high concentrations of toxic metals, in the clay body and in the glazing, and potentially be classified as Hazardous Waste. The ceramic tiles will need to be collected, containerized by the contractor, and picked up by MU EHS.

3.12 REESTABLISHMENT OF THE WORK AREA

3.1.2.1 Reestablishment of the work area shall only occur after the Contractor has received a final visual inspection from the Owner’s C.I.H. documenting that the universal/hazardous waste materials have been removed from the project site.
SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

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

1.2 SUMMARY
A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.

1.3 DEFINITIONS
A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP
A. Unless otherwise indicated, demolition waste becomes property of Contractor.
B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS
A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
B. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Use of elevator and stairs.
C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations.
1.6 QUALITY ASSURANCE
   A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS
   A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner’s operations will not be disrupted.
   B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
   C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
   D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
      1. Hazardous material remediation is specified elsewhere in the Contract Documents.
      2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
   E. Storage or sale of removed items or materials on-site is not permitted.
   F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.8 COORDINATION
   A. Arrange selective demolition schedule so as not to interfere with Owner’s operations.

PART 2 - PRODUCTS

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

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
B. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
   a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
   b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
   c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
   d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.
3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
3. Maintain fire watch during and for at least six hours after flame-cutting operations.
4. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

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

END OF SECTION 024119
TECHNICAL SPECIFICATIONS -
ASBESTOS-CONTAINING MATERIALS
REMOVAL AND DISPOSAL

For

UNIVERSITY OF MISSOURI
PROJECT CP181391
SINCLAIR NURSING SCHOOL

Prepared for

UNIVERSITY OF MISSOURI
Campus Facilities
Columbia, Missouri 65211

Prepared by
UNIVERSITY OF MISSOURI
ENVIRONMENTAL HEALTH & SAFETY

Project CP181391
Sinclair Nursing School

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PART 1 - GENERAL

Provisions of the General Conditions and Special Conditions are part of this Division.

1.1 SCOPE OF WORK

1. General: The work specified herein shall be the abatement of asbestos containing materials by certified and registered persons who are knowledgeable, qualified and trained in the abatement, handling, and disposal of asbestos containing material, and subsequent cleaning of the affected environment.

2. The Contractor shall furnish all labor, material, equipment, testing, services, permits, insurance, notifications, necessary or required to perform the work in accordance with applicable local, state, and federal regulations for the abatement of asbestos containing materials and for other work as specified in this section or as indicated in associated drawings, sketches, or reports of the work.

   All fees required for notification requirements, renotifications, and/or inspections by the regulatory agencies shall be paid by the Contractor. Bulk sample analysis information required by the Department of Natural Resources, U.S. Environmental Protection Agency or loc twenty) linear feet of asbestos-containing thermal system insulation. al authority having jurisdiction in conjunction with the notification shall also be provided by the Contractor unless provided within this section.

3. The work shall include the removal and legal disposal of friable and non-friable asbestos containing materials including:

   1. Friable asbestos:
      The contractor shall remove and legally dispose of:
      Seven hundred twenty eight (728) square feet of ACM ductwork
      skin
   2. Non-friable asbestos:
      The contractor shall remove and legally dispose of:
      Fifty four thousand nine hundred seventy one (54,971) square
      feet of ACM spray-on ceiling texture material
      Three thousand two hundred eighty (3280) square feet of ACM
      flooring system, consisting of floor tile, adhesive black mastic,
      and, potentially, floor leveler
      Three (3) linear feet of ACM caulk (white) on fiberglass pipe in
      S115

      The following material should be unit priced in the bid, to allow for any
      adjustments that may be needed:
      Two thousand one hundred fifty (2150) square feet of ACM
      transite panels behind fan coil units

1.2 DEFINITIONS
1. Abatement - Procedures to decrease or eliminate the source of fiber release from asbestos containing building materials. Includes encapsulation, enclosure, and removal.

2. Adequately Wet - To sufficiently mix or penetrate with liquid to prevent the release of particulate.

3. Aggressive Air Sampling - Sweeping of floors, ceilings and walls and other surfaces with the exhaust of a minimum of one (1) horsepower leaf blower or equivalent immediately prior to air monitoring.

4. Approved Waste Disposal Site - A solid waste disposal area that is authorized by the Department of Natural Resources to receive asbestos containing solid wastes.

5. Asbestos - The asbestiform varieties of serpentine (chrysotile, antigorite), riebeckite (crocidolite), cummingtonite-grunerite (amosite), anthophyllite, and actinolite-tremolite.

6. Asbestos Abatement Supervisor - An individual who directs, controls, or supervises others in asbestos abatement projects.

7. Asbestos Containing Building Material (ACBM) - Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.

8. Asbestos Containing Material (ACM) - Any material containing more than 1 percent asbestos by weight.

9. Barrier - Any surface that seals off the work area to inhibit the movement of fibers.

10. Category I Nonfriable ACM - Asbestos-containing packings, gaskets, resilient floor covering and asphalt roofing products containing more than one percent (1%) asbestos as determined using the method specified in 40 CFR part 763, subpart F, Appendix A, section 1, Polarized Light Microscopy.

11. Category II Nonfriable ACM - Any material, excluding category I nonfriable ACM, containing more than one percent (1%) asbestos as determined using the methods specified in 40 CFR part 763, subpart F, Appendix A, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
12. Containment - Area where asbestos abatement project is conducted. Area must be enclosed either by a glove bag or plastic sheeting barrier.

13. Contractor's Competent Person (Qualified Person) - One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32 (f); in addition, for Class I, II, III, and IV work, who is specially trained in training courses which meet the criteria of EPA's Model Accreditation Plan (40 CFR Part 763) for project designer or supervisor, or its equivalent.

14. Decontamination Area - Enclosed area adjacent and connected to the regulated area which is used for decontamination of workers, materials, and equipment that are contaminated with asbestos.

15. Demolition - the wrecking or taking out of any load bearing structural member of a facility together with any related handling operations.

16. Disposal Bag - A properly labeled 6 mil. thick leak-tight plastic bag used for transporting asbestos waste from work area to disposal site.

17. Encapsulant (Sealant) - A liquid material which can be applied to asbestos-containing material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface or by penetrating into the material and binding its components together.


19. Enclosure - The construction of an airtight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.

20. Friable Asbestos Material - Any material containing more than one percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

21. Glove Bag - A manufactured or fabricated device, typically constructed of six (6) mil transparent polyethylene or polyvinyl chloride plastic. This device consist of two (2) inward projecting long sleeves, an internal tool pouch and an attached, labeled receptacle for asbestos waste.

22. Homogeneous Work Site - Continuous areas with the same type of ACM and in which one type of abatement process is performed.

23. Negative Initial Exposure Assessment - An assessment by a "Competent Person" in which it is concluded that employee exposures during the job are likely to be consistently below the Permissible Exposure Levels.

24. Outside Air - Air outside of the containment.
25. Owner's Air Monitoring Firm - Air Monitoring conducted by a person who is not under the direct control of the person carrying out the asbestos abatement project and who has been selected by the Owner.

26. Owner's Air Sampling Professional - An individual who holds a valid certification from the State of Missouri. The individual shall conduct, oversee, or be responsible for air monitoring of asbestos abatement projects before, during, and after the project has been completed. The air sampling professional must hold a 40 hour AHERA Asbestos Contractor/Supervisor Certificate, and supervised by the Owner's Certified Industrial Hygienist (C.I.H.).

27. Owner's Air Sampling Technician - An individual who has been trained by and is under the supervision of an air sampling professional to do air monitoring before, during, and after the asbestos abatement project. The air sampling technician must hold a 40 hour AHERA Asbestos Contractor/Supervisor Certificate, and be supervised by the Owner's Certified Industrial Hygienist (C.I.H.).

28. Owner's Certified Industrial Hygienist (C.I.H.) - an Industrial Hygienist, Certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Owner's C.I.H. must also be certified by the Missouri Department of Natural Resources as an air sampling professional and hold a 40 hour AHERA Asbestos Contractor/Supervisor Certificate. The Owner will identify C.I.H. before application for permit.

29. Personal Monitoring - Sampling of the asbestos fiber concentrations within the breathing zone.

30. Regulated Asbestos Containing Material (RACM) - Friable asbestos material; Category I nonfriable ACM that has become friable; Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

31. Remove - To take out RACM or facility components that contain or are covered with RACM from any facility.

32. Renovation - Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component.

33. Repair - The restoration of asbestos material that has been damaged. Repair consists of the application of rewettatable glass cloth, canvas, cement or other suitable material. It may also involve filling damaged areas with non-asbestos substitutes and re-encapsulating or painting previously encapsulated materials.

34. Strip - To take off RACM from any part of a facility or facility components.

35. Waste Shipment Record - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos containing waste material.
36. Work Area - A specific isolated area, other than the space enclosed within a glove bag, in which friable asbestos-containing materials is required to be handled. The area is designated as a work area from the time that the area is secured and access restrictions are in place. The area remains designated as a work area until the time that it has been cleaned in accordance with any requirements applicable to the operations conducted.

1.3 CODES AND REGULATIONS

1. General Applicability Of Codes, Regulations and Standards - All applicable codes, regulations, standards, statutes, laws, and rules have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. Where conflicts arise, the most stringent specification shall apply.

2. Contractor Responsibility - The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. The Contractor shall hold the owner harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulations on the part of the contractor, contractor's employees, or contractor's subcontractors.

3. Federal and State requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

   1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including but not limited to:


   2. U.S. Environmental Protection Agency (EPA) including but not limited to:

3. U.S. Department of Transportation (DOT) including but not limited to:


4. State of Missouri including but not limited to:

   1. H.B. 77, 85th General Assembly.

   2. Missouri Air Conservation Law Chapter 643.

   3. Missouri Department of Natural Resources, Division 10, Chapter 6 of the Code of State Regulations as follows:

      (1) 10 CSR 10-6.020, Definitions

      (2) 10 CSR 10-6.080, Emission Standards for Hazardous Air Pollutants

      (3) 10 CSR 10-6.230, Administrative Penalties

      (4) Volume 18, Missouri Register, Page 44

      (5) 10 CSR 10-6.250, Asbestos Abatement Projects - Certification, Accreditation, and Business Exemption Requirements

1.4 NOTIFICATIONS

1. Notifications meeting the requirements of Volume 18, Missouri Register, page 44, shall be completed and sent by the Contractor not less than ten (10) days before the intended starting date of the project. Send notification to the following:

   1. Department of Natural Resources
      Air Pollution Control Program (Asbestos)
      P.O. Box 176
      Jefferson City, Missouri 65102

   2. U.S. Environmental Protection Agency
      Region VII
      Air & Toxic Division, Air Branch
      ATTN: Air Compliance
      726 Minnesota Avenue
      Kansas City, Kansas 66101

   3. Provide a copy to the Owner's Representative. Five (5) day notification to the Owner's Representative is required on jobs less than the reportable quantity.
4. If the project is under the jurisdiction of the Kansas City Air Quality Section, St. Louis County Air Pollution Control Branch, or the Springfield-Green County Air Pollution Control Authority, send notification directly to the appropriate agency.

1.5 SUBMITTALS

1. The following will be submitted by contractor prior to commencement of work for approval by the Owner's Certified Industrial Hygienist (one copy for the Owner's Representative). Owner's C.I.H. will return reviewed copies to contractor and Owner's Representative.

   1. One copy of material safety data sheets (MSDS) for products to be used by the Contractor in the performance of his work. Contractor will also maintain copies of MSDS on site per OSHA.

   2. One copy of the notifications to, or any correspondence with, the regulatory agencies. Submit a listing of all prior regulatory violations.

2. Friable Abatement:

   1. Current Certificates of training and statement of qualifications for the project asbestos abatement supervisor and the Missouri Asbestos Occupational Certificates for all project personnel. List a summary of project personnel and contact phone numbers.

   2. Name, address, and contact person's name of testing laboratory or laboratories to be utilized analyzing samples for bulk analysis or air samples.

   3. Submit a detailed plan of the procedures proposed for use in complying with requirements of this specification and Volume 18, Missouri Register, page 44, and 29 CFR 1926.1101. Include in the plan the layout and location of barriers, decontamination units, route of ingress and egress for work area, methods used to assure safety of building occupants and visitors, methods used to isolate or closing out of HVAC system, personal air monitoring strategy, method of removal of material, and engineering controls utilized to prevent emissions from the work area.

   4. Provide a disposal plan to detail type of disposal container, method of transportation to disposal site, waste hauler, and disposal site.

   5. Copy of notifications required as part of the emergency notification plan.

3. Non-Friable Abatement:

   1. Submit a detailed plan of the procedures proposed to minimize emissions and to prevent the material from becoming friable during removal.

   2. Copy of emergency protection plan to be used if the nonfriable material should become friable during removal.
3. Current Certificates of training and statement of qualifications for the "Competent Person".

4. One copy of the Negative Initial Exposure Assessment.

4. Upon completion of the abatement work, the following information shall be submitted to the Owner's Representative.

1. Waste disposal receipts and waste shipment record on all asbestos waste removed from the project.

5. Upon completion of the abatement work, the following information shall be submitted by the Owner's C.I.H. to the Contractor.

1. Air sampling test results for personal (non-OSHA) and final clearance air samples taken under the supervision of Owner's Certified Industrial Hygienist. Results must be in writing in final report form.

2. Written certification from the Owner's Certified Industrial Hygienist.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SUPERVISION OF ABATEMENT

1. The Contractor shall designate a competent supervisor subject to the approval of the Owner's C.I.H. and the Owner's Representative. The supervisor shall be the Contractor's representative on the project and shall meet the requirements of all applicable regulations and perform the following minimum requirements.

   1. Be Certified by the State of Missouri as an Asbestos Abatement Supervisor, a minimum of one year prior full time experience in asbestos abatement work and a minimum of two years experience as a supervisor, and be qualified as a Competent Person in accordance with OSHA regulation 1926.1101.

   2. Be on site and supervise all abatement work in accordance with OSHA and Volume 18, Missouri Register, page 44.

   3. Conduct all OSHA required air monitoring.

   4. Maintain a daily log on the project documenting events, visitations, problems, equipment failures, accidents, and inspections.

   5. Be responsible for implementation of first aid, safety training, respiratory protection, and ensuring all workers are trained in emergency procedures.
6. Be responsible for conducting a visual inspection of the work area prior to a visual inspection by the Owner's Certified Industrial Hygienist. Inspection shall be documented.

3.2 NEGATIVE INITIAL EXPOSURE ASSESSMENT

1. The Contractor must conduct a Negative Initial Exposure Assessment (non-friable asbestos) prior to removal of the asbestos material. The Negative Initial Exposure Assessment shall be performed by a "Competent Person" to determine whether the material may be removed and maintained in a nonfriable condition. If the material cannot be removed without becoming friable then the contractor shall comply to the requirements in this specification at no additional cost to the Owner.

2. The method of removal is the Contractor's option. However, in the event of any of the following:

   1. Visible emissions are observed
   2. Sanding, grinding, cutting, or abrading of the material
   3. Air samples exceed 0.1 f/cc

   The contractor shall immediately stop work, implement corrective work practices, make any necessary notifications to all regulatory agencies of the changes in work practices and material conditions, and comply with the requirements as set forth in this specification.

3.3 WORKER PROTECTION & TRAINING

1. The Contractor shall be responsible for providing his employees with proper respiratory protection, respiratory training, written respirator program, medical examinations, maintaining medical records, and protective clothing and equipment to comply with OSHA requirements.

2. The Contractor shall be responsible for all testing and costs incurred for complying with requirements of OSHA regulations for Personal Air Sampling.

3. All workers shall be trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and protective measures.

4. All workers shall hold valid diplomas as accredited Asbestos Abatement Workers as required by 10 CSR 10-6.250.
3.4 INDEPENDENT TESTING LABORATORY

1. Testing Laboratories utilized by the Contractor for sample analysis during the project shall meet the following minimum requirements and be approved by the Owner’s C.I.H. This information shall be submitted to the Owner’s Representative for review.

   1. All air monitoring samples shall be analyzed by a testing laboratory accredited by the American Industrial Hygiene Association (AIHA) or by an individual who is currently on the Asbestos Analyst Registry.

   2. All bulk samples shall be analyzed by a testing laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

3.5 OWNER’S AIR SAMPLING PROFESSIONAL & CERTIFIED INDUSTRIAL HYGIENIST

1. It will be the Owner’s responsibility to hire an Air Sampling Professional & Certified Industrial Hygienist. The Air Sampling Professional & Industrial Hygienist will also be required to perform the following duties as a minimum:

   1. Approval of the Contractor’s work plan and methods of abatement to meet regulatory requirements and ensure the health and safety of University faculty, staff, and students.

   2. Verify that the contractor is satisfactorily performing personal air monitoring as directed by OSHA regulations.

   3. Visual inspection of the work area and final clearance air monitoring.

   4. Certify in writing that the Contractor’s procedures, methods and practices were, to the best of my knowledge and belief, in compliance with current EPA, OSHA, State and/or applicable local regulations and that the work areas meet the requirements for final clearance testing and account of any known deviations.

   5. Issue final air clearance.

3.6 EMERGENCY PROTECTION PLAN

1. The contractor shall be responsible for developing a written Emergency Protection Plan and shall maintain this plan on site. The plan shall include considerations of asbestos leakage from the site, fire, explosion, toxic atmospheres, electrical hazards, slips, falls, and heat related injury. All employees shall be instructed and trained in the procedures.

   2. Emergency protection plan shall also include written notification of police, fire and medical personnel of the planned abatement activities, work schedule, and layout of work area, particularly barriers that may affect response capabilities.
3.7 LOCAL AREA PROTECTION & SITE SECURITY

1. The contractor shall be responsible for all areas of the building used by him and/or subcontractors in the performance of the work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the existing building, except such controls as may be specifically reserved to the owner.

2. Contractor has the right to exclude from the work area all persons who have no purpose related to the work or its inspection, and shall require all persons in the work area to observe the same regulations required of Contractor's employees.

3. The contractor shall have control of site security during abatement operations in order to protect work environment and equipment. Contractor shall have the owners assistance in notifying building occupants of impending activity and enforcement of restricted access by owners employees.

4. The contractor shall keep a minimum of two 10 lbs. type ABC fire extinguishers on site. One shall be maintained outside the work area and one inside the work area. The employees shall be trained in the operation of extinguishers.

5. Where areas cannot be isolated by existing walls and doors from employees, clients, or the public, barriers must be constructed of 1/2" plywood and 2"x4" framing 16" o.c. to isolate the area. The barriers must be installed in such a manner to prevent damage to existing walls, floors, or ceilings. Barrier may have a lockable door.

6. The contractor shall maintain the work area free from rubbish, debris, and dirt and keep a clean, safe working area.

7. The Contractor shall provide warning signage around the regulated area as required by OSHA.

8. The Contractor shall isolate any and all air supply and returns to the abatement space as required by OSHA. Contractor shall coordinate with the Owner's Representative.

9. The Contractor shall keep all areas where adhesive stripper is in use (such as mastic removal) under negative pressure and exhausted to the outside ambient air.

3.8 FINAL CLEARANCE REQUIREMENTS (FRIABLE ASBESTOS)

1. Upon completion of the abatement work, the supervisor shall perform a visual inspection of the work area. If satisfactory, the supervisor shall then request the Owner's C.I.H. or the C.I.H.'s air sampling technician to perform a visual inspection. When the Owner's C.I.H. feels the area is ready based on the results of their visual inspection, the Contractor shall apply a lockdown encapsulant. Following application of lockdown encapsulant, the Owner's C.I.H. shall perform the final clearance sampling for airborne fiber concentrations.

2. The Owner's C.I.H. or designee will perform final clearance testing per the following requirements:
1. Aggressive sampling shall be required for all areas where removal has taken place with the exception of glove bag projects where nonaggressive sampling is permitted.

2. P.C.M. samples analyzed on site shall be counted by an accredited registered microscopist.

3. For areas specifically specified for clearance by Transmission Electron Microscopy, the method shall be NIOSH 7402.

3. Any work areas failing to meet the clearance requirements of this section shall be recleaned and retested at the contractor's expense until satisfactory levels are obtained.

4. The Owner's C.I.H. shall provide a written report of the air monitoring activities to the contractor within 7 days after the final clearance testing.

3.9 REESTABLISHMENT OF THE WORK AREA AND SYSTEMS

1. Reestablishment of the work area shall only occur after the contractor has received final clearance in writing from the Owner's C.I.H.

2. All damage to finishes, equipment, and/or the area affected by the abatement shall be repaired by the contractor to equal or better condition as it was prior to the work, at no cost to the owner.

3.10 WASTE DISPOSAL

1. All asbestos containing waste and/or asbestos contaminated debris shall as a minimum be double bagged in approved 6 mil. disposal bags. Each bag shall be tagged to meet requirements of NESHAPS with an asbestos caution label and a source identification label.

2. Transportation shall meet the requirements of all regulatory agencies for asbestos containing materials and shall be transported in an enclosed truck.

3. The waste disposal site shall be approved by the Missouri Department of Natural Resources for asbestos disposal. A chain of custody letter/waste shipment record and disposal receipts shall be provided to the owner for all materials disposed of.

3.11 DRAWINGS

1. Drawings, when provided, are not intended to be used for anything but a "reference" to the work area. Information is not specific to quantities or to exact location of ACM unless explicitly noted. Contractor will be required to field verify the conditions and quantities.
3.12 REPORTS

1. Reports, when provided, are intended to be used as a basis for the type and composition of the asbestos present for both bidding purposes and for the information required for the notifications to the governing agencies.