

PROJECT MANUAL FOR: AIR HANDLER BAS UPGRADES IN CCA AND UMTH

PROJECT NUMBER: CP210353

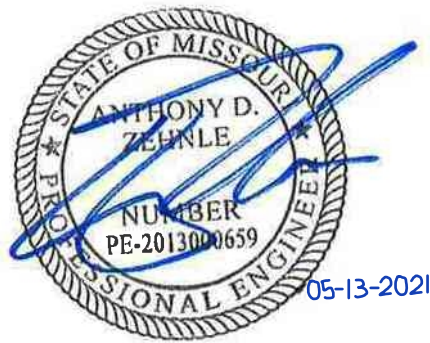
AT  
UNIVERSITY OF MISSOURI - COLUMBIA  
COLUMBIA, MISSOURI

FOR:

THE CURATORS OF THE UNIVERSITY OF MISSOURI

PREPARED BY:

IMEG  
Tony D. Zehnle  
15 Sunnen Drive, Suite 104  
St. Louis, MO 63143  
Phone: (314) 951-2520  
Fax: (314) 645-1173



DATE: May 13, 2021

I hereby certify that these Drawings and/or Specifications 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: \_\_\_\_\_

SPECIAL NOTICE – Be advised of the modified procedures for this project’s remote access for delivery of bids and public bid opening due to the COVID19 situation. (Updated 3/25/2021)

- General Services Building (GSB) maintains limited access to the public. On the date of the bid opening, an MU employee will be available at L100 GSB to receive bids starting 30 (thirty) minutes prior to the time stated. Contractors should remain in their vehicles until they are ready to submit bids. The lobby of GSB will not be available for waiting or receiving phone calls.
- A public bid opening will be held in a GSB conference room. Those submitting bids may enter the building at the time of the bid opening and proceed to the designated room.
- All visitors and occupants of GSB must comply with University COVID 19 protocols, including, but not limited to, maintaining social distance of 6’ minimum and wearing of face coverings. Monitor your health, if you have any COVID 19 symptoms, do not enter GSB.
- The standard process of posting a bid tabulation to the website will continue as normal.

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**END OF SECTION**

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CAMPUS FACILITIES

General Services Bldg.  
Columbia, Missouri 65211  
Telephone: (573) 882-3091

ADVERTISEMENT FOR BIDS

Sealed bids for:

VARIOUS LOCATIONS –  
AIR HANDLER BAS UPGRADES IN CCA & UMTH  
UNIVERSITY OF MISSOURI  
COLUMBIA, MISSOURI

PROJECT NUMBER: CP210353 CONSTRUCTION ESTIMATE \$304,740 - \$338,600

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., June 10, 2021 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 regarding the scope of work should be directed to Tony Zehnle with IMEG, Corp. at (314) 951-2520 or [tony.d.zehnle@imegcorp.com](mailto:tony.d.zehnle@imegcorp.com). Questions regarding commercial conditions should be directed to Brad Rackers at (573) 884-7086 or [rackersba@missouri.edu](mailto:rackersba@missouri.edu).

A prebid meeting will be held at 10:00 a.m., C.T., May 26, 2021 via web conference. A site walk-through will be held at 1:30 p.m., C.T., May 27, 2021. Additional instructions regarding where to meet will be provided at the conclusion of the Zoom meeting portion of the prebid meeting. Those on site must follow the University's Show-Me Renewal Guidelines. <https://renewal.missouri.edu/safety-expectations/>

Join Zoom Meeting: <https://umsystem.zoom.us/j/99131232003?pwd=MDhET0J1bngzRVFOTUcrcmxjYlJUQT09>  
Meeting ID: 991 3123 2003  
Passcode: CP210353  
Call In #: (312) 626-6799

Information regarding bid results will be available the day following the bid opening by calling (573) 882-1133

A Diversity Participation goal of 10% Combined MBE, WBE, DBE, Veteran Owned Business and 3% SDVE 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: May 13, 2021

Gary L. Ward  
Vice Chancellor for Operations and Chief Operating Officer  
University of Missouri

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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, Missouri 65211

1. Bidder, in compliance with invitation for bids for construction work in accordance with Drawings and Specifications prepared by IMEG, entitled "Air Handler BAS Upgrades in CCA and UMTH", project number CP210353, dated May 13, 2021 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 \_\_\_\_\_

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: Project consists of replacing existing outdated DX-9100 controllers located in Critical Care Addition at the University of Missouri Teaching Hospital.

The Bidder agrees to furnish all labor, materials, tools, and equipment required to complete the project; all as indicated on the Drawings and described in these Specifications for sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

- b. Additive Alternate Bids:

Above Base Bid may be changed in accordance with following Alternate Bids as Owner may elect. Alternates are as described in Section 1.H of Project Manual. Alternates are written in a priority order, but Owner is not required to accept or reject in order listed. This is a one (1) contract project, therefore, Alternates shall be studied by each Bidder to determine effect on Bids of Contractor and each Subcontractor and/or Material supplier.

(1) Additive Alternate No. 1: Add new control points and devices to various AHUs as noted on the drawings. All for sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

(2) Additive Alternate No. 2: Replace pneumatic outputs on CCA AHU-1 with new electronic outputs and actuators as noted on the drawings. All for sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

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 within one hundred fifty 150 calendar days from receipt of aforementioned documents. 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: Work shall be completed and billed prior to December 31, 2021. See special conditions for more details.

5. SUPPLIER DIVERSITY PARTICIPATION GOALS

- a. The Contractor shall have as a combined goal subcontracting with Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantage Business Enterprise (DBE), and/or Veteran Owned Business of TEN PERCENT (10%); and with Service Disabled Veteran Owned Business (SDVE) of THREE PERCENT (3%) 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:  
  
SDVE 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.

6. 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 Sixty (60) days after scheduled closing time for receipt of bids.
- 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.

7. 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."

8. BIDDER'S SIGNATURE

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

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
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**

**UNIVERSITY OF MISSOURI  
BIDDER'S STATEMENT OF QUALIFICATIONS**

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).

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
-------------------	------------------------------	--------------	-----------	-------------------------	-------------------

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

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.

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
-------------------	------------------------------	--------------	-----------	-------------------------	-------------------

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

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.)

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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.)

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11. Workers Compensation Experience Modification Rates (last 3 yrs): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Incidence Rates (last 3 years): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

12. List banking references.

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- 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\_\_\_\_\_

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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.

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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:

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Name:

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Title:

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Date:

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**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.

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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.

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

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

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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.

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6. List reasons for rejecting a diverse supplier/contractor which has been contacted.

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8. Describe the follow-up contacts with diverse suppliers/contractors made by your firm after the initial solicitation.

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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.

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

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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 \_\_\_\_\_

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**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\_\_\_\_\_.

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## 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/slcdc/](http://www.stlouis-mo.gov/slcdc/)

Bi-State Development  
211 N. Broadway, Ste. 700  
St. Louis, MO 63102  
P: 314.982.1400  
W: [www.metrostlouis.dbesystem.com](http://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](http://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](http://www.sba.gov)

Lambert St. Louis International Airport  
Business Diversity Development Office  
11495 Navaid  
Bridgeton, MO 63044  
P: 314-426-8111  
W: [www.flystl.com/business/business-diversity-development-1/directories](http://www.flystl.com/business/business-diversity-development-1/directories)

City of Kansas City, Missouri  
Human Relations Department, MBE/WBE Division  
4th Floor, City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106  
P: 816.513.1836  
W: [kcmohrd.mwdbe.com/?TN=kcmohrd](http://kcmohrd.mwdbe.com/?TN=kcmohrd)

Mid-States Minority Supplier Development Council  
505 N. 7<sup>th</sup> Street, Ste. 1820  
St. Louis, MO 63101  
P: 314.278.5616  
W: [midstatesdc.org](http://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.mwdbe.com/?TN=kcmohrd](http://kcmohrd.mwdbe.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](http://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](http://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](http://oa.mo.gov/sites/default/files/sdvelisting.pdf)  
[oeo.mo.gov/](http://oeo.mo.gov/)

## Minority Newspapers

Dos Mundos Bilingual Newspaper  
902A Southwest Blvd.  
Kansas City, MO 64108  
816-221-4747  
[www.dosmundos.com](http://www.dosmundos.com)

Kansas City Hispanic News  
2918 Southwest Blvd.  
Kansas City, MO 64108  
816/472-5246  
[www.kchispanicnews.com](http://www.kchispanicnews.com)

The Kansas City Globe  
615 E. 29th Street  
Kansas City, MO 64109  
816-531-5253  
[www.thekcglobe.com/about\\_us.php](http://www.thekcglobe.com/about_us.php)

St. Louis American  
4144 Lindell  
St. Louis, MO 63108  
314-533-8000  
[www.stlamerican.com](http://www.stlamerican.com)

St. Louis Chinese American News  
1766 Burns Ave, Suite 201  
St. Louis, MO 63132  
314-432-3858  
[www.scanews.com](http://www.scanews.com)

St. Louis Business Journal  
815 Olive St., Suite 100  
St. Louis, MO 63101  
314-421-6200  
[www.bizjournal.com/stlouis](http://www.bizjournal.com/stlouis)

Kansas City Business Journal  
1100 Main Street, Suite 210  
Kansas City, MO 64105  
816-421-5900  
[www.bizjournals.com/kansascity](http://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:

	Scope of Work	Bid/Contract Amount	Final Dollar Amount
Base Bid			
Alternate #1			
Alternate #2			
Alternate #3			
Alternate #4			
Alternate #5			
Alternate #6			

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: \_\_\_\_\_

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University of Missouri

INFORMATION FOR BIDDERS

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3. Interpretation of Documents ..... IFB/1

4. Bids ..... IFB/1

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**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 thereon 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 bid bonds 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 and delivered; 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 until 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 be 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.

### **15.5 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. Bidder's 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.

University of Missouri

**General Conditions**

of the

**Contract**

for

**Construction**

August 2020 Edition

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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 Marianas.

**.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 Served 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.

#### **1.1.21 Force Majeure**

An event or circumstance that could not have been reasonably anticipated and is out of the control of both the Owner and the Contractor.

### **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 be 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 departure 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:

- .1 conditions bearing upon transportation, disposal, handling, and storage of materials;

- .2 the availability of labor, materials, equipment, water, electrical power, utilities and roads;
- .3 uncertainties of weather, river stages, flooding and similar characteristics of the site;
- .4 conditions bearing upon security and protection of material, equipment, and Work in progress;
- .5 the form and nature of the Work site, including the surface and sub-surface conditions;
- .6 the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
- .7 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.
- .8 the ability to complete work without disruption to normal campus activities, except as specifically allowed in the contract documents.

The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.

**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 on 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 on property, easements, or utilities not belonging to the Owner 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 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.

**3.16.3** 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.

**3.16.4** 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.

**3.16.5** 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 insure 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 certifies 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 rescission. 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 for 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 so 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. 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.

**.1** Time extensions will be considered for excusable delays only. That is, delays that are beyond the control and/or contractual responsibility of the contractor.

**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 it 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** A Force Majeure event or circumstance shall not be the basis of a claim by the Contractor seeking an adjustment in the Contract amount for costs or expenses of any type. With the exception of weather delays which are administered under this Article 4, and notwithstanding other requirements of the Contract, all Force Majeure events resulting in a delay to the critical path of the project shall be administered as provided in Article 8.

**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, University of Missouri, 109 Old Alumni Centers, University of Missouri, Columbia, Missouri 65211] within fifteen (15) days after receipt of the Owner's Review Administrator's proposal. 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, expeditors, 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% To the Contractor on Work performed by other than his forces

5% To first tier Subcontractor on Work performed by his Subcontractor

- .3 The Contractor will be allowed to add 2% for the cost of bonding and insurance to their cost of work. This 2% shall be allowed on the total cost of the added work, including overhead and profit.
- .4 Not more than three mark-ups, not to exceed individual maximums shown above, shall be allowed regardless of the number of tier subcontractors. Overhead and profit shall be shown separately for each subcontractor of any tier and the Contractor.
- .5 On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change in direct cost for the Contractor or Subcontractor of any tier performing the Work.
- .6 The percentages for overhead and profit credit to the Owner on Change Orders that are strictly decreases in the quantity of work or materials shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved, but shall not be less than the following:  
Overhead and Profit  
7.5% Credit to the Owner from the Contractor or Subcontractor of any tier for Work performed with their respective forces or materials purchased  
2.5% Credit to the Owner from the Contractor on Work performed by other than his forces  
2.5% 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 Contractors 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 TIME**

### **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, Force Majeure including but not limited to war, armed conflict, riot, civil commotion or disorder, act of terrorism or sabotage; epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, act of God or natural disaster such as earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, occupation of factories and premises, 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) justifying the delay 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 of 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. If a Force Majeure is approved by the Owner as the basis for a delay claim, an adjustment in the contract time to the extent the Force Majeure impacts the schedule is the only remedy. No increase in the contract sum for any reason shall be allowed due to a Force Majeure.

**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 claims due to or caused by any events beyond the control of both the Owner and Contractor defined herein as Force Majeure. 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 provide written notice to the Owner within seven (7) calendar days of the event giving rise to such claim. 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, but in no case shall Force Majeure be the basis of an increase in the Contract sum. 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 offsite storage within 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 time 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 to 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 portion 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**

### **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 its employees and its 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.

**10.2.8** The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner

**10.2.9** The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.

## **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 and maintain 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 insured 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, insurance, to be on comprehensive form, which shall protect Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Work under this Contract, and shall cover the operation on or off the site of

the Work of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. Such insurance shall include contractual liability coverage and shall provide coverage on the basis of the date of any accident. The liability limits under such policy shall not be less than \$2,000,000 combined single limit for bodily injury and property damage per accident.

**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**

**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 regardless if such removal and replacement results in "economic waste." 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 to comply 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 records. 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 to 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 journeyman rate of pay. "Entry Level Workers; must be registered apprentices. The apprenticeship ratio will be one to one with a journeyman of the same classification. Any worker not registered as an apprentice per this section will be paid as a journeyman.

**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 Certification**

**13.10.1** 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).

**13.10.2** If this contract is for \$100,000 or more, and if the Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms

"company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

## **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 Architects 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 caused 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 Engineer, bearing April 27, 2021. Air Handler BAS Upgrades in CCA and UMTH.

b. Mechanical & Electrical Engineer

IMEG

Tony D. Zehnle

15 Sunnen Drive, Suite 104

St. Louis MO, 63143

Phone: (314) 951-2520

Fax: (314) 645-1173

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

2. SPECIAL SCHEDULING REQUIREMENTS

a. Contractor shall coordinate any utility outage with the Owner's Representative at least 14 days prior. Outages shall occur outside of normal working hours.

b. Normal working hours are defined as weekdays between the hours of 7:00 AM and 6:00 PM.

c. Allowable AHU downtime windows:

(1) CCA AHU-1, 3, 4, 5, 6, 7: 1800 to 0700 hours.

(2) CCA AHU-2 and 9: 0500 to 0900 hours.

(3) CCA AHU-8: Anytime.

(4) ER AHU-1: 0500 to 0900 hours.

(5) ER AHU-2: Case by case as approved by Radiology Staff (Plan for outside of normal working hours).

(6) ER AHU-3: Anytime.

(7) AHU S3-1 and ORs 15-17: Case by case as approved by Surgical Services Management Staff (Plan for outside of normal working hours).

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.

c. General Description of Work:

- (1) Project consists of replacing existing outdated DX-9100 controllers located in Critical Care Addition, Emergency Department, and ORs 15-17 in the University of Missouri Teaching Hospital.
- (2) Demolition shall consist of removing existing DX-9100 controllers and associated N2 Bus.
- (3) Mechanical work shall consist of installing new DX-FAC-Adapter controllers, BACnet MSTP bus, and associated programming.
- (4) Electrical work shall consist of any associated scope required for the routing of control wiring and bus.

4. LOCATION

Work shall be performed under this Contract on campus of the University of Missouri - Columbia, at the Teaching Hospital and Critical Care Addition.

5. NUMBER OF CONSTRUCTION DOCUMENTS

- a. Additional sets may be obtained from the architect at cost of reproduction.
- b. The Owner will provide electronic data files to the Contractor for their convenience and use in progressing the Work and the preparation of shop drawings or other submittal requirements required for construction of the referenced project. The electronic data files shall reflect Construction Documents and Bid Addenda only. These files will be transmitted subject to the following terms and conditions:
  - (1) The Owner makes no representation as to the compatibility of these files with the Contractor's hardware or software.
  - (2) Data contained on these electronic files shall not be used by the Contractor or anyone else for any purpose other than as a convenience in progressing the Work or in the preparation of shop drawings or other required submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at their own sole risk and without liability or legal exposure to Owner. The Contractor agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner and its consultants, contractors, agents, employees, and representatives that may arise out of or in connection with the use of the electronic files transmitted.
  - (3) Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner and its consultants, contractors, agents, employees, and representatives, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

- (4) These electronic files are not contract documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. The Owner makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by the Consultant and the electronic files, the signed and sealed hard-copy construction documents shall govern. The Contractor is responsible for determining if any conflict exists. By use of these electronic files, the Contractor is not relieved of their duty to fully comply with the contract documents.
- (5) Because information presented on the electronic files can be modified, unintentionally or otherwise, the Owner reserves the right to remove all indications of ownership and/or involvement from each electronic display.
- (6) Under no circumstances shall delivery of the electronic files be deemed a sale by the Owner and no warranties are made, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner be liable for any loss of profit, or any consequential damages as a result of use or reuse of these electronic files.

## 6. SUBMITTALS

- a. The Contractor shall submit for approval to the Architect, equipment lists and Shop Drawings, as expediently 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:

- (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. 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) 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.
  - (2) Free parking for contractor employees is available at the corner of Virginia Avenue and Hospital Drive 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.
  - (3) 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.
  - (4) 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.
- 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. In addition, storage trailer locations may be available within 1-1/2 miles of project site as directed by the Owner's Representative. Storage trailer locations shall be subject to approval by the Owner's Representative and are available to the Contractor without cost.

- d. Utilities: Drinking water, water required to carry on work, and 120 volt electrical power required for small tool operation may be obtained without cost to the Contractor from existing utilities at locations designated by the Owner's Representative. Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Contractor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner's Representative, at no cost to the Owner.
- e. Restroom: Existing toilet facilities within Project Limits or Restrooms designated by the Owner's Representative for use by the Contractor will be available. Failure of the Contractor to maintain restrooms in a clean condition will be cause for the Contractor's discontinued use of the restroom.
- 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.
- 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 is 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. 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.

- k. **“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”)

There are no known “permit required confined spaces” within the project limits. Each contractor shall conduct a survey to confirm whether or not any confined spaces exist within the project limits. 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”; 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.

## 8. 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 will not be required as a part of work.

## 9. PERMITS

- a. The Contractor shall comply with applicable codes and standards as listed in the Contract Documents, General Conditions, and the Healthcare Construction Guidelines.
- b. All permits, including, but not limited to Infection Control, Hot Work, Fire Alarm,

Energized Work and HVAC interruption shall be coordinated and scheduled with the Owner's Representative and/or his designee prior to commencement of the work.

- c. Permits for Boilers, Water Heaters and Pressure Vessels require an installation permit from the State of Missouri. Contractors must obtain this permit. Applications are available via the State of Missouri website.

## 10. SPECIALTIES

- a. The Owner has elected to pre-purchase the following equipment:
  - (1) Johnson VMA controllers.
  - (2) Johnson NAE/FEC/IOM controllers.
  - (3) Johnson DX-FAC adapter controllers.
- b. A complete Bill of Materials will be available to the bidders upon request for reference.
- c. The Contractor shall be responsible for coordinating the delivery, receiving, and installing the equipment as if they had made the purchase. If there is a problem with the equipment regarding compliance with the order of the submittals, start-up, or warranty, then the Contractor shall act for the Owner and arrange for the necessary corrections, replacement parts, back charges, technical support, etc. The installed equipment shall carry the warranty specified herein as specified in the other portions of the specifications. It shall be the responsibility of the Contractor during the warranty period to respond to the evident malfunction or failure of the equipment as though they had directly purchased the equipment. This includes conducting the necessary diagnostic efforts and, if the malfunction is deemed by the Contractor to be an equipment liability issue, to so resolve the problem with the supplier as the Owner's agent.

## 11. CODES AND STANDARDS

The Contractor shall comply with applicable codes and standards as listed in General Conditions.

## 12. PRE-BID INSPECTION

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

## 13. 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.

- b. The contractor shall provide Emergency Contact Information for the Contractor's on-site staff and home office management as well as contact information for all major subcontractor personnel. This information shall contain business and personal phone numbers for each individual for contact during or after hours in case of an emergency. This information shall be submitted within 15 days of the Notice to Proceed.

14. CONSTRUCTION WASTE MANAGEMENT (for projects without a Division 02 specification)

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: [for MU] [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.

(A summary worksheet is required prior to substantial completion).

**END OF SECTION**

### SHOP DRAWING AND SUBMITTAL LOG

Project:  
Project Number:  
Contractor:

Section	Description	Contractor	Date Rec'd	#	Date Sent to Cons.	Date Ret'd	Remarks	Date ret'd	Cont'r	Copies To Owner	File
230900	Controls equipment, diagrams, seq										



## OPERATING INSTRUCTIONS AND SERVICE MANUAL LOG

Project:  
Project Number:  
Contractor:

Section	Description	Catalog Data	Wiring Diagrams	Installation Instructions	Service & Maintenance Instructions	Parts List & Availability	Performance Curves	Startup & Operating Instructions
230900	Controls	X	X	X	X	X		X

CLOSEOUT LOG

Project:  
 Project Number:  
 Contractor:

Section	Description	Contractor/Subcontractor	Date Rec'd	# of Copies	CPM Initials	Remarks
GC /3.11	As-built drawings					
GC /13.5.6	Final Affidavit of Supplier Diversity Participation for each Diverse firm					
SC/20	Executed commissioning plan w/ required documentation					
	List special warranties and guarantees for each section					
	List any required maintenance stock, spare parts, etc.					
	List any special tools, keys, etc.					

# CP210353 MUTH and CCA BAS Upgrades Quality Assurance List

	Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
Commissioning Items by CSI Division	Name	Firm				
<i>1</i>						
<b>Building Commissioning</b>						
Commissioning Agent - Conduct pre-installation meetings per specifications.					Meeting Minutes	<input checked="" type="checkbox"/>
<i>230900</i>						
<b>Control Systems</b>						
Check and record amp draw on supply transformers of I/O panels					Test Report	<input checked="" type="checkbox"/>
Ensure shipping material has been removed from thermostats and other control devices						<input type="checkbox"/>
Post laminated control diagram in mechanical room						<input type="checkbox"/>
Start, test and adjust controls and safeties						<input type="checkbox"/>
Verify all field devices provided by contractor are terminated						<input type="checkbox"/>
Verify all panel covers are installed						<input type="checkbox"/>
Verify method of labeling used for identification has been defined to the Owners Representative						<input type="checkbox"/>
Verify power to all EMCS panels and equipment is complete						<input type="checkbox"/>
Verify safety alarms hard wired to control panels						<input type="checkbox"/>

Commissioning Items by CSI Division	Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
	Name	Firm				
Verify systems are completely operable and ready for testing and balancing						<input type="checkbox"/>

Please see following website for suggested commissioning forms:

<https://www.cf.missouri.edu/cf/pdc/commissioning-forms>

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# Healthcare Construction Guideline

## SEPT 2017 Edition

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## **Section 1 Training Requirements**

The purpose of the training requirements for contractors is to ensure that construction project work in and around the healthcare environment is managed in such a way to minimize health and safety risks associated with construction activities and that contractors know and understand their responsibilities.

### **Required Training**

1. Contractor project managers, superintendents and subcontractor foremen will be required to attend the following training:
  - Minimum of One (1) hour training related to ***“Infection Control & Dust Barriers”*** and ***“Healthcare Construction Training for Contractors”***.
2. Contractor project managers, superintendents and subcontractor foremen have the responsibility for ensuring that contractor employees are knowledgeable of the training requirements and direct their employees and project work accordingly.
3. Contractors will be required to utilize the MU Hospital online **eMeditrack** system for initiating work requests of various types, examples may include infection control barriers, utility outage, various permits required.
4. Contractors are required to report in and sign in and out at the designated location per building location each work day upon arrival and exit of the work location.

### **Training Agenda**

At a minimum the topics to be covered in the training include the following:

1. Construction Risk Assessment, Infection Control, ventilation, barrier plans and Interim Life Safety.
2. Contractor Training Requirements.

### **Documentation**

1. All employees who receive training will be required to sign their name on a training acknowledgement form stating that they have been oriented to the training requirements.
2. Healthcare Safety and Infection Control Requirements will be in the project contract documents for further review as required.
3. **COMPLIANCE VIOLATIONS:** Contractors/Vendors who violate the requirements of this Guideline are subject to disciplinary action and removal from the project.

## **Section 2 Emergency Phone Numbers & Contact Information**

Telephone contacts should be used by the contractor for emergency situations which may arise during the construction project. Contact Plan will be identified and coordinated at the project Pre-Construction Meeting by the owner’s representative.

## **Section 3 Contractor Identification Badge**

Contractors working in and around the MUHC facilities will be required to display and wear the ***“Contractor Identification Badge”*** and in accordance with the information displayed below. It is the responsibility of the contractor to provide the computer and color printer for reproduction of badges required. Consult the Owner’s Representative for the electronic file.

### **Contractor ID Badge**

1. Contractor is to issue badges to employees as required. (Contractor to validate employee with proof of ID).
2. Contractor to edit the information, print in color, cut out the badges, fold in the center and insert. Contractor will provide badge holders.
3. Contractor shall keep a roster/log of badged employees by trade/subcontractor at the project jobsite for reference by the Owners Representative.
4. All badges to be collected and returned to PD&C at the end of the project.
5. Any orientation required will be discussed at the pre-construction meeting with the Owner’s Representative.
6. Contractor employees are to wear the badge on the upper chest facing forward unless approved otherwise for safety reasons.
7. All contractor superintendent and foreman shall attend “Healthcare Construction Training” and affix issued “T” sticker in the circle area on badge as shown. This will show evidence that the employee has completed training



8. The Badge document will be provided to the Contractor to make copies and distribute as required. See Page HCG 12.

#### **Section 4 General Safety Requirements for Health Care Projects**

The General Contractor and its Subcontractors are responsible for understanding, planning and implementing the following requirements in the management of the project.

1. Make sure shoes/boots and clothing are free of excessive dirt/debris before entering and leaving the construction area.
2. If you leave any dust/dirt or tracks in the occupied area of the healthcare facility, you must stop and clean them up immediately by using a HEPA filtered vacuum and/or a clean dampened floor mop with a UMTH hospital approved furnished cleaning solution.
3. Assure that all construction material, supplies and tools are cleaned and covered with a clean covering material while transporting through the healthcare facility.
4. Ensure that the carts and wheels on tool and supply carts as well as trash/demolition waste carts are properly wiped clean before leaving the construction area. Cleaning/wiping solutions are provided by the hospital and must be approved per direction of the Owner's Representative.
5. Staff and patients **ALWAYS** have priority and the **"Right of Way"** in the elevators and corridors.
6. Never use aerosol sprays or cleaning solvents that could dispense fumes, odors or cause potentially allergenic reactions or medical problems to susceptible patients, staff or visitors.

#### **Section 5 Construction-Renovation-Maintenance Risk Assessment (CRMRA)**

The **"Construction-Renovation-Maintenance Risk Assessment" (CRMRA)** planning process establishes criteria to be used and measures to be taken for the protection of patients, healthcare workers, visitors and contractors, from construction/renovation activities which could lead to infections or compromise existing life safety systems in the healthcare facility.

Once the Contractor is selected, they will be required, and the Subcontractors as applicable to participate in the **"CRMRA"** planning process for orientation of project requirements and help in identifying any additional project needs or risks prior to any contract construction work commencing.

The owner's representative will work with the contractor to coordinate and facilitate these **CRMRA** planning activities with MUHC engineering services, infection control department and others as required during the duration of the project.

#### **Section 6 Construction – Renovation – Maintenance Infection Control Risk Mitigation**

##### **Criteria**

The **"Construction–Renovation-Maintenance Infection Control Risk Mitigation Criteria" (CRMICRMIC)** is a process to evaluate construction projects for required interventions during construction in order to minimize Hospital Acquired Infections (HAI's), and controlling dispersal of air and/or water-borne infectious agents concealed within the building components.

All construction activities shall be defined and managed in such a way that occupant's exposure to dust, moisture and their accompanying hazards is limited.

1. **Construction–Renovation-Maintenance Infection Control Risk Mitigation Criteria and the Construction–Renovation-Maintenance Infection Control Risk Mitigation Permit** which will be used for all MUHC construction and renovation projects.
2. **Any work required outside the main project limits will require a NEW Infection Control Risk Assessment.**
3. The owner's representatives and Contractor will work together to coordinate the assessment and determine the requirements and permit.
4. The owner's representative will ensure that all required infection control interventions and needed life safety measures required for the project are in place by the contractor prior to starting work. (i.e. barrier walls, tacky mats, required exits, etc.)
5. **The contractor shall follow all requirements to support the "Construction – Renovation- Maintenance Infection Control Risk Mitigation Criteria".**
6. **The contract documents and CRM IC Permit will provide requirements specific to the project.**

7. Work outside of construction limits. Prior to contractor performing any work outside of construction limits, the owner's representative must be notified.
8. Contractors that violate the requirements of the "**Construction – Renovation- Maintenance Infection Control Risk Mitigation Criteria/Permit**" will be removed from the project.

## **Section 7 Construction of Dust Barrier Walls**

Infection control is the number one health concern in a construction project. Infection can occur when workers are not cautious about keeping dust, bacteria, mold, etc. from becoming airborne during the construction process. For these reasons, barrier walls are built to isolate dust and fumes in the construction site to separate the patient care and public areas of the healthcare facility.

### **Dust Barriers Walls and Contamination Reduction**

1. A signed copy of the "**CRM Infection Control Construction Permit**" shall be kept at the job site at all times. Large AND small projects may have several "CRM Infection Control Construction Permits" issued as project phases, needs and assessments evolve.
2. Barriers are required to contain the ceiling envelope, chases, interstitial spaces, etc.
3. When access and exiting to the construction site can only be accomplished through a public area, the interior space of the construction site must be cleaned once every 8 – hour shift to control excessive dust and ventilation filtering issues. Debris shall be removed daily.
4. A temporary fire resistant 6 mil., polyethylene dust barrier is required to control dust while the rigid barrier is being constructed as well as at the end of the job during removal of the rigid barrier.
5. Contractors are responsible to ensure that barrier systems and walls are properly constructed, penetrations sealed and maintained for effectiveness for the duration of the project. Anytime polyethylene is used in a control barrier, it must be fire resistant, 6 mil. See "**Approved Equipment and Product Information**".
6. Once barrier walls are built they are required to be cleaned or wiped down prior to the start of work.
7. Barrier doors and exits from the construction site must be installed with a closer and kept in good working order with positive latching.
8. Keep doors closed except when in use in order to minimize migration of dust and to maintain negative air pressure relationships.
9. Doors must have a seal/door sweep installed at the undercut and weather stripping around the metal frame to control the migration of dust from the construction site.
10. Doors in barrier walls which are not in use by the contractor to the public spaces must be sealed off and taped around the door, frame and threshold undercut, in order to minimize migration of dust and to maintain negative air pressure requirements.
11. If an elevator, dumb waiter, pneumatic tube system, stairway, linen chute, or any other chased or open type building system is located within the construction site, a barrier wall system will be required to be built around the open building system from deck to deck and properly sealed at top, bottom and sidewalls.
12. Upon completion of barriers and prior to beginning work, the contractor shall notify the owner's representative and healthcare construction compliance manager to coordinate an inspection and verify that the barrier wall meets requirements and that acceptable negative air pressure is being achieved.

- Special Notes:**
1. See "**Barrier Wall Design Details**" for additional requirements.
  2. See section in this manual on "**Ventilation and Negative Air Pressure Requirements**" for additional requirements *when* building dust barrier systems and walls.
  3. See section in this manual on "**Approved Equipment and Product Information**".

## **Section 8 Ventilation and Negative Air Pressure Requirements**

The first step is building of dust barrier walls to isolate the construction site from patient care and public areas of the healthcare facility to protect patients and the public from construction related dust, fumes and other activities. The effectiveness of barrier walls is minimal unless the construction site is also under negative air pressure. (i.e. air must flow from clean or public spaces into the dirty or construction site).

The following are the "**Ventilation and Negative Air Pressure Requirements**" which contractors shall strictly follow in the management and construction of their projects.

### **Negative Air Pressure Requirements**

1. The contractor shall provide all necessary ***“Negative Air HEPA Filtered Ventilation Units”*** required for the negative air requirements of the construction area.
2. See section in this manual on ***“Approved Equipment and Product Information”*** for more information.
3. The contractor will work with the owner’s representative to determine best methods and equipment set up requirements for the project.
4. The contractor shall run the ***“Negative Air HEPA Filtered Ventilation Unit”*** in the work zone location prior to starting any barrier wall construction or work.
5. ***“Negative Air HEPA Filtered Ventilation Units”***, may be connected to normal or emergency power and shall run continuously, 24/7. Critical areas of the healthcare facility may require the HEPA filtered ventilation units to be connected to emergency power only.
6. A secondary method to maintain negative air pressure is by using the hospitals exhaust system attached to the ***“Negative Air HEPA Filtered Ventilation Units”***. This process and installation must be approved by the owner’s representative.
7. **Pre-Filters shall be changed at least twice weekly during demolition and drywall sanding and a minimum of once a week during other times.** This frequency requirement may be relaxed for lower risk projects and on prior approval from the owner’s representative.
8. The contractor shall furnish and install the negative air-monitoring device to monitor daily negative air pressure ***-.01 inches of water column.*** See section in this manual on ***“Approved Equipment and product Information”***.
9. The contractor shall record daily on the ***“Negative Air Pressure and Filter Change Log”*** the air pressure reading in the construction area to insure that appropriate negative air pressure is being maintained.
10. See ***“Negative Air Pressure and Filter Change Log”*** form at the end of this section.

## **Barrier Walls and Negative Air Ventilation**

### **Special Infection Control Requirements and Interventions for Contractors When Working In (Surgical OR’s, Sterile Processing, Bone Marrow Transplant)**

Construction activities can lead to increased Aspergillus counts in the air and increased risk for Aspergillus infections in high risk patients. In an effort to minimize and contain dust, and lessen the possibility of microbial contamination during renovation work in high risk special care units, Interventions are typically initiated and maintained until the completion of the project. The owner’s representative, MUHC infection control and engineering services departments will be involved in contractor orientation for project work procedures in high risk special care units.

**Special work scheduling in these special care units may be a requirement of the project and contractor.**

# Negative Air Pressure and Filter Change Log

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

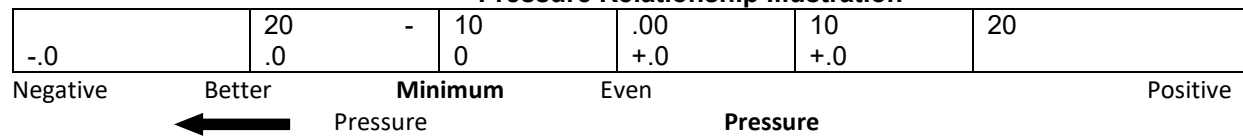
Location: \_\_\_\_\_

Date:	Time	Negative Air			Unit No.	Inspected By:	Actions Taken (Filter Change, Pre Filter, HEPA, Other)
		Yes	No	Pressure Reading			

Project Number: \_\_\_\_\_

Contractor to complete the **Negative Air Pressure and Filter Change Log** daily at the start of each work shift and maintain completed forms in the project safety file for future review. Post this log inside construction site entrance for use and review.

### Pressure Relationship Illustration



## **Section 9 Interim Life Safety Measures Assessment (ILSM)**

Interim Life Safety Measures (ILSM) are a series of administrative actions that must be taken to compensate temporarily for the hazards posed by existing NFPA Life Safety Code 101, 2014 edition deficiencies, other building code issues or construction activities. Examples of when construction activities require ILSM's to be implemented are as follows:

1. Fire alarm system, detection, and/or sprinkler system are impaired or disabled.
2. Normal exits or exit routes and/or exit lighting have been compromised.
3. Re-routing of traffic due to construction activities.
4. Temporary narrowing of the corridor.
5. Deficiencies in fire and/or smoke separations and systems caused by construction activities. (Changes to wall, door, dampers, penetrations, etc.)
6. Emergency lighting not compliant.
7. Major and minor construction/renovation in an occupied health care occupancy.
8. Hot work.

Whenever an ***"Interim Life Safety Measure"*** is identified for implementation during the construction project, there will typically be measures or actions required by both the MUHC engineering services department as well as the contractor.

The contractor has the responsibility prior to the beginning of work and throughout the project to become familiar with the ILSM in order to plan and identify what construction related activities will require an evaluation of ILSM's as noted in the ILSM. The ***"Interim Life Safety Measures Evaluation"*** is a required team effort.

## **Section 10 Noise and Vibration Control Management**

Construction related noise and vibration control and mitigation measures are to be implemented when the contractor is working in and around healthcare facilities. The contractor shall work with the owner's representative to develop means and methods for controlling excessive noise and vibration during construction.

## **Section 11 Above Ceiling Work Permit**

All contractors who need access above ceilings in the public areas of the healthcare facility and outside the approved construction site shall be required to obtain an ***"Above Ceiling Work Permit"*** from the owner's representative prior to disrupting or lifting out ceiling tiles. The contractor shall notify the owner's representative fourteen (14) days prior to the need for ceiling access in order to process and evaluate any special requirements of the permit.

### **General Requirements for Working above Ceilings (***"Above Ceiling Permit Required"***)**

1. The Construction-Renovation-Maintenance Infection Control Risk Mitigation Permit issued for the work activity will note specifics required for Barrier Types.
2. Any cable and wiring pulls through the healthcare facility which will require a ceiling disturbance must be approved in advance by obtaining an ***"Above Ceiling Work Permit"***.
3. Ceiling tiles must not be left displaced by the contractor if he walks away from the area unless the area has been contained by an approved ***"Dust Barrier"***.
4. If a ceiling tile is damaged by the contractor he should notify the owner's representative to acquire a new tile for replacement.
5. All debris shall be cleaned up by the contractor daily when working in cabling and electrical closets.
6. Pulling of communication cables in a patient care or other critical care areas will require special scheduling. Consult with the owner's representative for coordination.
7. When cables must be pulled in an active patient care unit, a dust partition must be used at the site of entry and exit of the cable.
8. The dust partition may be attached to the false ceiling because taking it to deck may interfere with the work.
9. The site of entry and exit of the cable or other above ceiling work must be HEPA vacuumed (ceiling tiles and pipes) before the work begins.

## **Section 12 Lock Out/Tag out Permit**

**The contractor shall give a minimum fourteen (14) working days) notice** to the owner's representative for shutdown work on electrical systems or other critical utility systems which could significantly impact the healthcare facilities operations, **the contractor will be required to plan these "Lock Out/Tag Out" activities ten (14) days in advance.** Major utility shutdowns may require weeks of notice and planning. The contractor shall work with the owner's representative to identify these time planning requirements.

## **Section 13 Utility Systems Shutdown & Service Permit**

The "**Utility Systems Shutdown & Service Permit**" is to be used when work on an existing utility system **may cause** a disruption within the MUHC facility.

"Utility Systems" shall be defined as any system that would hinder the delivery of patient care and hospital operations should the system be interrupted for any reason. Planning for this work usually requires a contingency plan by the healthcare facility management department to address any failure of the utility system.

### **Utility Shutdown**

Any and all utility or system connections, shut-off, or interruptions must be scheduled with the owner's representative prior to commencement of the work. This work shall be defined as a "**Utility Shutdown**" and notice shall be made to the owner's representative to coordinate the request and facilitation.

### **Utility Service - (System must be worked live or energized)**

In addition to utility system connection, shut-off, or interruption, the contractor must also schedule any work on existing utility systems that either **do not require interruption or cannot be interrupted** to accomplish the work. This type of work shall be defined as "**Utility Service**" and notice shall be made to the owner's representative.

**The contractor shall give up to 14 working days' notice** to the owner's representative in order to properly plan and coordinate required activities.

All permits are to be posted at the job site location for the duration of the permit. When complete the contractor shall file the permits in the contractor job safety file for future review as may be required.

## **Section 14 Hot Work & Permit**

Hot work shall be defined as welding, brazing, cutting soldering, grinding, or other activities which produce sparks or use flame which are capable of initiating fires or explosions.

All contractors performing construction, renovation and installation work for MUHC facilities are required to follow the requirements and provisions of **NFPA 51B** and the owner's representative procedures related to "Hot Work" and obtaining a "**Hot Work Permit**".

The following are the requirements for a contractor to obtain a "**Hot Work Permit**".

1. Contractors shall contact the owner's representative two (2) days, forty eight (48) hours in advance to request a hot work permit. A request for complex projects which requires extensive planning on behalf of the owner's representative may require a longer notice period.
2. All hot work sites are inspected by the owner's representative using the requirements printed on the "**Hot Work Permit**".
3. The owner's representative will issue a "**Hot Work Permit**" tag to be attached in the vicinity of the actual hot work being performed. Upon completion, the hot work tag shall be returned to the owner's representative.
4. "**Hot Work Permits**" will be issued for only one shift unless other arrangements have been made with owner's representative. All permits expire 30 minutes prior to the end of the shift.
5. If hot work cannot be completed within one work shift, the contractor is responsible for obtaining approval for a revised permit extension from the owner's representative. The contractor is responsible for meeting all the safety requirements required by the permit for any and all extensions granted.
6. The contractor shall be responsible for supplying a trained worker for the requirement of a fire watch during the actual hot work. The fire watch's only responsibility will be as a fire watch.

7. A fire watch shall be provided for 30 minutes following the completion of work, including during lunch and breaks by the contractor.
8. The contractor shall provide at a minimum a ten pound (10) ABC fire extinguisher that has a current, valid inspection tag.
9. A copy of the "**Hot Work Permit**" shall be kept in the general contractors project file for future review as may be required.
10. The contractor shall upload completed Hot Work Permits to the owner's electronic construction document program (Projex 4) in the Hot Work Permit folder for the project not less than on a weekly basis or as instructed by the owner's representative.

### **Section 15 Exterior Construction Site Helicopter Landings**

Any contractor doing construction work or activities on the hospital grounds, property or on the roof of the buildings is required to follow the guidelines regarding construction activities during helicopter landings on the helipad. The contractor shall coordinate with the owner's representative roof access, roof protection, keying, roof and safety precautions to be taken when working close to the roof edge regarding helicopter landings and contractor responsibilities during this time. In addition, the placement of vertical installations such as tall lighting poles and the use of project cranes or hoisting on the hospital property might affect the "**Final Approach and Take Off**" of medical center ambulance helicopters. It is essential that the contractor plans these types of activities with the owner's representative prior to the beginning of work.

## Section 16 Required Forms, Permits, Postings and Documentation

**Note:** Refer to the sections in the “Healthcare Construction Requirements” manual for detailed information on each form and permit approval procedure.

Category	Required Notice	Form	Permit Approval	Job Site Posting	Contractor Safety File
CRM Infection Control Construction Permit	Before Starting	√	√	√	√
Above Ceiling Permit	14 Days	√	√	√	√
Utility Systems Shutdown & Service Permit	14 Days	√	√	√	√
Fire Protection System Impairment Permit	14 Days	√	√	√	√
Hot Work Permit	2 Days	√	√	√	√
Lock Out/Tag Out Permit	14 Days	√	√	√	√
CRM Interim Life Safety Measures Assessment		√			
Negative Air Pressure Log		√		√	√
CRM Risk Assessment		√			
Construction Safety Deficiency Notice		√			√
Violations and “Notice To Contractor”		√			√
Hazardous Material Abatement Signage				√	
Required Construction Jobsite Signage				√	
Interim Life Safety Signage				√	
Contractor & Employee Training Acknowledgment		√			√
Contractor Safety Meeting Minutes					√

The contractor will be required to furnish and install a “Project Safety Information” bulletin board on their project site for posting of required safety information. Small, short duration projects may have this requirement waived by the owner’s representative.

**LEGEND** CRM = Construction-Renovation-Maintenance

## Section 17 Project Cleaning and Barrier Removal Process

The following is the typical sequence prior to the removal of barrier walls.

With the barrier in place and with the “**Negative Air HEPA Filtered Ventilation Unit**” running, the contractor will HEPA vacuum all horizontal and vertical surfaces.

1. Clean the covers that are isolating the HVAC ducts.
2. Clean the outside of the negative air HEPA machine and its exhaust duct.
3. The contractor shall notify the owner’s representative to schedule a walk-through of the clean space for inspection and approval prior to removal of the barrier wall.
4. Following all job site cleaning and flushing of plumbing, the contractor can begin the barrier cleaning process.



5. During construction or removal of barrier walls, fire resistant polyethylene barriers must be put into place to help control any construction or demolition dust of the barrier wall system.
6. MUHC must approve removal of any Infection Control or other barriers. Prior to removal of the temporary fire resistant polyethylene barrier, it shall be vacuumed with a HEPA vacuum to eliminate any dust attached to the plastic. The polyethylene barrier is then wiped down with the use of damp cleaning cloths and using a hospital furnished approved infection control cleaning solution. The contractor shall roll or fold the polyethylene in on itself creating as little dust as possible prior to transporting out of the building in a covered cart.
7. Remove the covers or caps from any and all HVAC system supply, return and exhaust ducts and restore the HVAC system.
8. The **“Negative Air HEPA Filtered Ventilation Unit”** is removed from the project site once the HVAC system is verified is operating properly.

#### **If Air Sampling Is Required**

When construction/renovation is done and completed in or near a high risk assessment critical care unit (i.e. Burn Unit, Operating Rooms, Intensive Care, etc.) there may be a requirement to do air sampling after the negative air system has been removed and the building HVAC system has been restored. This will be a requirement only if the infection control department determines the need at the end of the project and prior to occupancy.

## **Section 18 Approved Equipment and Product Information**

**“NEGATIVE AIR HEPA FILTERED VENTILATION UNIT”**, HEPA filter equipped negative air machines that provide rough in filters, primary filters and a HEPA final filter. Rating of 300 to 2000 cubic feet per minute, (CFM). HEPA filters **must** be a minimum 99.97% efficient @ 0.3 microns. Differential pressure alarm required if not installed in another fashion to monitor construction site negative air of – 0.01 water column. Or approved equal.

- MICRO Trap Corporation, Models MT 1000 or Model MT 2000. 1300 W. Steel Road, No. 2 Morrisville, PA 19067 (215) 295-8208 or (877) 646-8208.
- ABATEMENT Technologies, Inc. Model HEPA-AIRE PAS2400HC Portable Air Scrubber or Model PAS1200HC 605 Satellite Blvd. Suite 300 Suwanee, GA 30024 (800) 634-9091

**“HEPA VACUUM”**, A shop style vacuum with a HEPA filter cartridge at 99.97% filtration @ 0.3 microns. Or approved equal.

- ABATEMENT Technologies Inc. Model V8000WD Canister Style Wet/Dry HEPA Vacuum. 605 Satellite Blvd. Suite 300 Suwanee, GA 30024 (800) 634-9091.
- ABATEMENT Technologies Inc. Model V1300H Hip Mounted HEPA Vacuum, designed for use on scaffolding and mobile conditions such as ceiling tile type cleaning. Lightweight at 6.4 lbs. 605 Satellite Blvd. Suite 300 Suwanee, GA 30024 (800) 634-9091.

**“ADHESIVE WALK OFF MATS”**, 24” x 36” Tacky Mat. Peel up dirty layer and dispose to reveal a new, fresh clean tacky mat.

- Tacky walk off mat No. 5838 24” x 36”, 60 tacky mats to a unit. Four units per case. 3M Company, St. Paul, MN 55144 (888) 364-3577. Or approved equal.

**“NEGATIVE AIR PRESSURE INDICATOR”**, Manometer.

- Model “Mark II Model No. 25 inclined-vertical Manometer. Dwyer Instruments Inc. PO Box 373, Michigan City, IN 46361 (219) 879-2000.
- MICRO Trap Corporation, Model Tri/Mon, digital recording manometer for tracking differential pressure. 1300 W. Steel Road, No. 2 Morrisville, PA 19067 (215) 295-8208 or (877) 646-8208.

**“PORTABLE WORK ENCLOSURE”**, For temporary fire resistant polyethylene dust barrier. System components supplier of zip poles, door opening access zippers, dust sealing system parts, etc.

- Zip Wall, LLC. 37 Broadway, Arlington, MA 02474 (800) 718-2255. Or approved equal.

**“FIRE RESISTANT POLYETHYLENE”**, For temporary dust barriers and use with Zip Wall Barrier System. Fire resistant polyethylene 6 mil. Underwriters Laboratories listed. Americover, Inc. 6 mil. Fire Retardant Polyethylene No. ASFR6. Use with Zip Pole System also sold by Americover. 2067 Wineridge Place. Suite F Escondido, CA 92029. 800-747-6095 Dept. 48. Or approved equal.

Example of Badge for Contractor use -

	
Enter Name	
Enter Company Name	
Project#: Enter Project #	
Project Name:	
Enter Project Name	
Expires: Enter Expiration	

	
Enter Name	
Enter Company Name	
Project#: Enter Project #	
Project Name:	
Enter Project Name	
Expires: Enter Expiration	

	
Enter name	
Enter Company Name	
Project#: Enter Project #	
Project Name:	
Enter Project Name	
Expires: Enter Expiration	

Protocol for Hospital Contractor Badges:

Contractor to issue badges to employees as necessary. (Need to show proof of ID)

Contractor to edit the information, print in color, cut out the badges, fold in the center and insert in badge holders.

Contractor shall keep a log of badged employees on site for reference by MU as necessary.

All permits to be collected and returned to MU at the end of the project.

Any orientation required will be discussed at the preconstruction meeting with the Owner's Representative.

## **SECTION 19 Health Care Construction Cleaning Definitions**

### Construction Clean

1. Remove tools & equipment from the work area.
2. Remove all bulk trash from the work area.
3. Thoroughly sweep all floor surfaces in the work area utilizing a dust compound (floor sweep) material.
4. Dry wipe all horizontal & vertical surfaces in the work area. Surfaces to include but not limited to walls, window sills, doors & door frames, base trim, casework (inside & out), fixtures, and wall-mounted equipment.
5. Sweep all floor surfaces utilizing a dust mop.
6. Wet mop all floor surfaces.

### Thorough Clean

1. To be implemented only after Construction Clean procedures have been completed.
2. Wet wipe all horizontal and vertical surfaces utilizing a MUHC – Infection Control Department approved germicidal disinfectant. Surfaces to include but not limited to walls, window sills, doors & door frames, base trim, casework (inside & out), all fixtures, and wall-mounted equipment.
3. Wet mop all floor surfaces utilizing a MUHC Infection Control Department approved germicidal disinfectant.

### Terminal Clean

1. To be implemented only after Through Clean procedures have been completed.
2. Cleaning procedures shall be conducted by MUHC trained Environmental Services, Sterile Processing or Surgical Services staff only.
3. Thoroughly clean and disinfect surfaces on the ceiling such as diffusers, light fixtures, and ceiling mounted devices & equipment.
4. Thoroughly clean and disinfect all equipment in the work area.
5. Thoroughly clean and disinfect all flooring including moving equipment & furnishings to allow access to all floor surfaces.
6. Move all portable equipment and furnishings away from the walls. Wet wipe and disinfect all wall surfaces and wall mounted equipment.

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SECTION 1.F

INDEX OF DRAWINGS

Drawings referred to in and accompanying Project Manual consist of the following sheets **dated, May 13, 2021.**

Sheet 1 of 16: G000 - Project Cover Sheet

Sheet 2 of 16: M000 - Mechanical Coversheet

Sheet 3 of 16: M100 - CCA Partial Ground Floor Plan - Mechanical

Sheet 4 of 16: M101 - CCA Partial Second Floor Plan - Mechanical

Sheet 5 of 16: M102 - ED and OR Partial Third Floor Plan - Mechanical

Sheet 6 of 16: M103 - CCA Partial Fifth Floor Plan - Mechanical

Sheet 7 of 16: M103 - CCA Partial Penthouse Floor Plan - Mechanical

Sheet 8 of 16: M600 - Critical Care Addition Controls

Sheet 9 of 16: M601 - Critical Care Addition Controls

Sheet 10 of 16: M602 - Critical Care Addition Controls

Sheet 11 of 16: M603 - Emergency Department Controls

Sheet 12 of 16: M604 - Emergency Department Controls

Sheet 13 of 16: M605 - OR Controls

Sheet 14 of 16: M606 - OR Controls

Sheet 15 of 16: M607 - Start Circuit Controls - Electronic

Sheet 16 of 16: M608 - State Circuit Controls - Pneumatic

END OF SECTION

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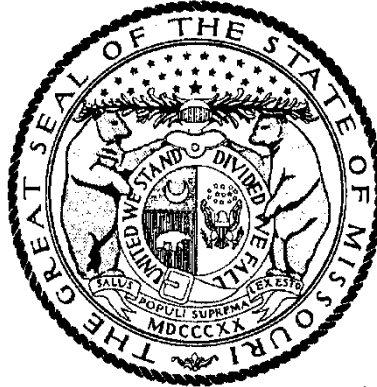
SECTION 1.G

PREVAILING WAGE RATES

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 27

Section 010  
**BOONE COUNTY**

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

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations



OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$52.88
Boilermaker	*\$27.06
<b>Bricklayer</b>	<b>\$49.54</b>
<b>Carpenter</b>	<b>\$44.27</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.89
Plasterer	
Communications Technician	\$51.30
Electrician (Inside Wireman)	\$51.37
Electrician Outside Lineman	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$27.06
<b>Glazier</b>	<b>\$41.33</b>
Ironworker	\$58.10
Laborer	\$39.16
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.20
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$27.06
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$39.03
<b>Plumber</b>	<b>\$56.87</b>
Pipe Fitter	
Roofer	\$49.42
<b>Sheet Metal Worker</b>	<b>\$52.30</b>
<b>Sprinkler Fitter</b>	<b>\$44.65</b>
Truck Driver	*\$27.06
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$49.56
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.60
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$43.10
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

January First;  
The last Monday in May;  
July Fourth;  
The first Monday in September;  
November Eleventh;  
The fourth Thursday in November; and  
December Twenty-Fifth;

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

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## SECTION 1.H

### ALTERNATES

Base Bid may be increased in accordance with following Additive Alternate proposal(s) as Owner may elect:

1. Additive Alternate No. 1: Add new control points and devices to various AHU's as noted on the drawings.
2. Additive Alternate No. 2: Replace pneumatic outputs on CCA AHU-1 with new electronic outputs and actuators as noted on the drawings.

END OF SECTION

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## SECTION 01 91 00

### GENERAL COMMISSIONING REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes general requirements that apply to implementation of commissioning without regard to systems, subsystems, and equipment being commissioned.

##### 1.3 DEFINITIONS

- A. Acceptance Phase - phase of construction after startup and initial checkout when functional performance tests, O&M documentation review and training occurs.
- B. Approval - acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the Contract Documents.
- C. Architect / Engineer (A/E) - the prime consultant (architect) and sub-consultants who comprise the design team, generally the HVAC mechanical designer/engineer and the electrical designer/engineer.
- D. Commissioning Authority (CA) - an independent agent hired directly by the Owner. The CA directs and coordinates the day-to-day commissioning activities.
- E. Commissioning Plan - an overall plan, developed before or after bidding, that provides the structure, schedule and coordination planning for the commissioning process.
- F. Deferred Functional Tests - FTs that are performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions that disallow the test from being performed.
- G. Deficiency - a condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents (that is, does not perform properly or is not complying with the design intent).
- H. Functional Performance Test (FT) - test of the dynamic function and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint). Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are run through all the control system's sequences of operation and components are verified to be responding as the sequences state. Traditional air or water test and balancing (TAB) is not functional testing, in the commissioning sense of the word. TAB's primary work is setting up the system flows and pressures as specified, while functional testing is verifying that which has already been set up. The commissioning authority develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is usually performed by

the installing contractor or vendor. FTs are performed after prefunctional checklists and startup are complete.

- I. Construction Manager/General Contractor (CM/GC) - the "prime contractor for this project generally refers to all the CM/GC's subcontractors as well. Also referred to as the Contractor, in some contexts.
- J. Monitoring - the recording of parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of control systems.
- K. Phased Commissioning - commissioning that is completed in phases (by floors, for example) due to the size of the structure or other scheduling issues, in order minimize the total construction time.
- L. Prefunctional Checklist (PC) - a list of items to inspect and elementary component tests to conduct to verify proper installation of equipment, provided by the CA to the Sub. Prefunctional checklists are primarily static inspections and procedures to prepare the equipment or system for initial operation (e.g., belt tension, oil levels OK, labels affixed, gages in place, sensors calibrated, etc.). However, some prefunctional checklist items entail simple testing of the function of a component, a piece of equipment or system (such as measuring the voltage imbalance on a three phase pump motor of a chiller system). The word prefunctional refers to before functional testing. Prefunctional checklists augment and are combined with the manufacturer's start-up checklist. Even without a commissioning process, contractors typically perform some, if not many, of the prefunctional checklist items a commissioning authority will recommend. However, few contractors document in writing the execution of these checklist items. Therefore, for most equipment, the contractors execute the checklists on their own. The commissioning authority only requires that the procedures be documented in writing, and does not witness much of the prefunctional checklist efforts, except for larger or more critical pieces of equipment.
- M. Seasonal Performance Tests - FT that are deferred until the system(s) will experience conditions closer to their design conditions.
- N. Startup - the initial starting or activating of dynamic equipment, including executing prefunctional checklists.
- O. Subs - the subcontractors to the CM/GC who provide and install building components and systems.
- P. Test Procedures - the step-by-step process which must be executed to fulfill the test requirements. The test procedures are developed by the CA.
- Q. Warranty Period - warranty period for entire project, including equipment components. Warranty begins at Substantial Completion and extends for at least one year, unless specifically noted otherwise in the Contract Documents and accepted submittals.

#### 1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CA.
- B. Members Appointed by Owner:



1. Representatives of the facility user and operation and maintenance personnel.
2. Architect and engineering design professionals.

#### 1.5 GENERAL MANAGEMENT PLAN

- A. The CA will be hired by the Owner directly. In general, the CA coordinates the commissioning activities and reports to the Architect, Owner and the CM/GC. The CM/GC will in turn relay all information to the appropriate contractor. All members work together to fulfill their contracted responsibilities and meet the objectives of the contract documents.

#### 1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Provide utility services required for the commissioning process.
- B. Each Contractor shall assign representatives with expertise and authority to act on behalf of the Contractor and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
  1. Participate in construction-phase coordination meetings.
  2. Participate in maintenance orientation and inspection.
  3. Participate in operation and maintenance training sessions.
  4. Participate in final review at acceptance meeting.
  5. Certify that work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.
  6. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
- C. Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
  1. Participate in construction-phase coordination meetings.
  2. Participate in maintenance orientation and inspection.
  3. Participate in procedures meeting for testing.
  4. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to CA for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.
  5. Provide information to the CA for developing construction-phase commissioning plan.
  6. Participate in training sessions for Owner's operation and maintenance personnel.
  7. Provide updated Project Record Documents to the CA as requested.
  8. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the CA, as specified in Division 1 Section "Operation and Maintenance Data."
  9. Review and complete documentation of pre-functional checklists.
  10. Provide technicians who are familiar with the construction and operation of installed systems and who shall participate in testing of installed systems, subsystems, and equipment.

#### 1.7 RESPONSIBILITIES

- A. Mechanical, Electrical, Controls and TAB Contractors. The commissioning responsibilities applicable to each of the mechanical, controls and TAB contractors are as follows (all references apply to commissioned equipment only):
  1. Construction and Acceptance Phases
    - a. Include the cost of commissioning in the contract price. Itemized costs shall be

- provided as requested.
- b. In each purchase order or subcontract written, include requirements for submittal data, commissioning documentation, O&M data and training.
- c. Attend a commissioning scoping meeting and other meetings necessary to facilitate the Cx process.
- d. Contractors shall provide the CA with normal cut sheets and shop drawing submittals of commissioned equipment through normal channels.
- e. Provide additional requested documentation, prior to normal O&M manual submittals, to the CA for development of start-up and functional testing procedures.
  - 1) Typically, this will include detailed manufacturer installation and start-up, operating, troubleshooting and maintenance procedures, full details of any owner-contracted tests, fan and pump curves, full factory testing reports, if any, and full warranty information, including all responsibilities of the Owner to keep the warranty in force clearly identified. In addition, the installation, start-up and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the Commissioning Agent.
  - 2) The Commissioning Agent may request further documentation necessary for the commissioning process.
  - 3) This data request may be made prior to normal submittals.
- f. Provide a copy of the O&M manuals and submittals of commissioned equipment, through normal channels, to the CA for review and approval.
- g. Contractors shall assist (along with the design engineers) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
- h. Provide limited assistance to the CA in preparing the specific functional performance test procedures. Subs shall review test procedures to ensure feasibility, safety and equipment protection and provide necessary written alarm limits to be used during the tests.
- i. By providing information, assist the CA in developing a full start-up and initial checkout plan for all commissioned equipment. Contractor shall execute the startup plan. The CA will witness the execution of the startup plan.
- j. During the startup and initial checkout process, ensure the mechanical-related portions of the prefunctional checklists for all commissioned equipment are complete.
- k. Perform and clearly document all completed startup and system operational checkout procedures, providing a copy to the CA.
- l. Provide skilled technicians to execute starting of equipment and to execute the functional performance tests as required. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- m. Address current A/E punch list items before functional testing. Air and water TAB shall be completed with discrepancies and problems remedied before functional testing of the respective air- or water-related systems.
- n. Provide skilled technicians to perform functional performance testing under the direction of the CA for specified equipment. Assist the CA in interpreting the monitoring data, as necessary.
- o. Correct deficiencies (differences between specified and observed performance)

- as interpreted by the CA, CM/GC and A/E and retest the equipment.
    - p. Prepare O&M manuals according to the Contract Documents, including clarifying and updating the original sequences of operation to as-built conditions.
    - q. During construction, maintain as-built red-line drawings for all drawings and final CAD as-builts for contractor-generated coordination drawings. Update after completion of commissioning (excluding deferred testing).
    - r. Provide training of the Owner's operating staff using expert qualified personnel,
      - as
      - specified.
    - s. Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.
  - 2. Warranty Period
    - a. Execute seasonal or deferred functional performance testing, witnessed by the CA, according to the specifications.
    - b. Correct deficiencies and make necessary adjustments to O&M manuals and
      - as-
      - built drawings for applicable issues identified in any seasonal testing.
- B. Mechanical Contractor. The responsibilities of the HVAC mechanical contractor, during construction and acceptance phases in addition to those listed in (A) are:
  - 1. Provide startup for all HVAC equipment, except for the building automation control system.
  - 2. Assist and cooperate with the TAB contractor and CA by:
    - a. Putting all HVAC equipment and systems into operation and continuing the operation during each working day of TAB and commissioning, as required.
    - b. Providing temperature and pressure taps according to the Construction Documents for TAB and commissioning testing.
  - 3. Install a P/T plug at each water sensor that is an input point to the control system.
  - 4. List and clearly identify on the as-built drawings the locations of all airflow stations.
- C. Controls Contractor. The commissioning responsibilities of the controls contractor, during construction and acceptance phases in addition to those listed in (A) are:
  - 1. An updated as-built version of the control drawings and sequences of operation shall be provided to the CA prior to functional testing and included in the final controls O&M manual submittal.
  - 2. Assist and cooperate with the TAB contractor in the following manner:
    - a. For a given area, have all required prefunctional checklists, calibrations, startup and selected functional tests of the system completed and approved by the CA prior to TAB.
    - b. Provide a qualified technician to operate the controls to assist the TAB contractor in performing TAB, or provide sufficient training for TAB to operate the system without assistance.
  - 3. Assist and cooperate with the CA in the following manner:
    - a. Use a skilled technician who is familiar with this building, execute the functional testing of the controls system as specified for the controls contractor.
    - b. Execute all control system trend logs requested by the CA during testing.
  - 4. Provide a signed and dated certification to the CA and CM/GC upon completion of the checkout of each controlled device, equipment and system prior to functional testing for each piece of equipment or system, that all system programming is complete as to all respects of the Contract Documents, except functional testing requirements.
  - 5. Beyond the control points necessary to execute all documented control sequences, provide monitoring, control and virtual points as determined by the CA during testing.

6. List and clearly identify on the as-built duct and piping drawings the locations of all static and differential pressure sensors (air, water and building pressure).

D. Equipment Suppliers:

1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner to keep warranties in force.
2. Assist in equipment testing per agreements with Subs.
3. Include all special tools and instruments (only available from vendor, specific to a piece of equipment) required for testing equipment according to these Contract Documents in the base bid price to the Contractor, except for stand-alone datalogging equipment that may be used by the CA.
4. Through the contractors they supply products to, analyze specified products and verify that the designer has specified the newest most updated equipment reasonable for this project's scope and budget.
5. Provide information requested by CA regarding equipment sequence of operation and testing procedures.
6. Review test procedures for equipment installed by factory representatives.

1.8 CA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Prepare a construction-phase commissioning plan. Collaborate with each Contractor and with subcontractors to develop prefunctional checklists, test and inspection procedures. Include design changes and scheduled commissioning activities coordinated with overall Project schedule. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.
- C. Review and comment on submittals from each Contractor for compliance with Owner's guidelines, Contract Documents, and construction-phase commissioning plan. Review and comment on performance expectations of systems and equipment and interfaces between systems.
- D. Convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The CA shall prepare and distribute minutes to commissioning team members and attendees within five workdays of the commissioning meeting.
- E. At the beginning of the construction phase, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals; operation and maintenance training sessions; TAB Work; and Project completion.
- F. Observe and inspect construction and report progress and deficiencies. In addition to compliance with Owner's guidelines, and Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.
- G. Prepare Project-specific test and inspection procedures and checklists.
- H. Schedule, direct, witness, and document tests, inspections, and systems startup.
- I. Compile test data, inspection reports, and certificates and include them in the commissioning

report.

- J. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR and Contract Documents. Operation and maintenance documentation requirements are specified in Division 1 Section "Operation and Maintenance Data."
- K. Prepare commissioning reports.
- L. Assemble the final commissioning documentation, including the commissioning report and Project Record Documents.

#### 1.9 COMMISSIONING DOCUMENTATION

- A. Index of Commissioning Documents: CA shall prepare an index to include storage location of each document.
- B. Commissioning Plan: A document, prepared by CA, that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process, and shall include, but is not limited to the following:

1. Plan for delivery and review of submittals, systems manuals, and other documents and reports. Identification of the relationship of these documents to other functions and a detailed description of submittals that are required to support the commissioning processes. Submittal dates shall include the latest date approved submittals must be received without adversely affecting commissioning plan.
2. Description of the organization, layout, and content of commissioning documentation and a detailed description of documents to be provided along with identification of responsible parties.
3. Identification of systems and equipment to be commissioned.
4. Identification of items that must be completed before the next operation can proceed.
5. Description of responsibilities of commissioning team members.
6. Schedule for commissioning activities with specific dates coordinated with overall construction schedule
7. Process and schedule for completing prestart and startup checklists for systems, subsystems, and equipment to be verified and tested.
8. Step-by-step procedures for testing systems, subsystems, and equipment with descriptions for methods of verifying relevant data, recording the results obtained, and listing parties involved in performing and verifying tests.

- C. Prefunctional Checklists: A list of items to inspect and elementary component tests to conduct to verify proper installation of equipment, provided by the CA to the Sub. Prefunctional checklists are primarily static inspections and procedures to prepare the equipment or system for initial operation (e.g., belt tension, oil levels OK, labels affixed, gages in place, sensors calibrated, etc.). However, some prefunctional checklist items entail simple testing of the function of a component, a piece of equipment or system (such as measuring the voltage imbalance on a three phase pump motor of a chiller system). The word prefunctional refers to before functional testing. Prefunctional checklists augment and are combined with the manufacturer's start-up checklist. Even without a commissioning process, contractors typically perform some, if not many, of the prefunctional checklist items a commissioning authority will recommend. However, few contractors document in writing the execution of these checklist items. Therefore, for most equipment, the contractors execute the checklists on their own. The commissioning authority only requires that the procedures be documented in writing, and does not witness much of the prefunctional checklisting, except for larger or more critical pieces of

equipment. The CA shall review the contractors prefunctional checklists prior to startup of equipment or systems. If the contractor does not have prefunctional checklists available, the CA may provide general checklists to the contractor.

- D. Functional Performance Test: CA shall develop tests for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. Prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Provide space for testing personnel to sign off on each checklist.
- E. Corrective Action Documents: CA shall document corrective action taken for systems and equipment that fail tests. Include required modifications to systems and equipment and revisions to test procedures, if any. Retest systems and equipment requiring corrective action and document retest results.
- F. Issues and Benefits Log: CA shall prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the OPR and Contract Documents. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.
- G. Commissioning Report: CA shall document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the Contract Documents. The commissioning report shall include, but is not limited to, the following:
  - 1. Lists and explanations of substitutions; compromises; variances in the OPR and Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment and shall serve as a future reference document during Owner occupancy and operation. It shall describe components and performance that exceed requirements of the OPR and Contract Documents and those that do not meet requirements of the OPR and Contract Documents. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.
  - 2. Commissioning plan.
  - 3. Testing plans and reports.
  - 4. Corrective modification documentation.
  - 5. Issues and Benefits Log.
  - 6. Completed Functional Performance Tests.
  - 7. Listing of off-season test(s) not performed and a schedule for their completion.

#### 1.10 SUBMITTALS

- A. Commissioning Plan Submittal: CA shall submit two hard copies and two sets of electronically formatted information of final commissioning plan. Deliver one hard copy and one set of discs to Owner, and one copy to Architect. The final submittal must address previous review comments. The final submittal shall include a copy of the prefinal submittal review comments along with a response to each item.
- B. Prefunctional Checklists, Functional Performance Tests and Report Forms: CA shall submit sample checklists and forms to each Contractor quality-control manager and subcontractors for review and comment. The contractor may provide their own prefunctional checklists for review and approval in lieu of the CA's prefunctional checklists.

- C. Functional Performance Tests: CA shall submit Functional Performance Tests.
- D. Corrective Action Documents: CA shall submit corrective action documents.
- E. Final Commissioning Report Submittal: CA shall submit two hard copies and two sets of electronically formatted information of the final commissioning report. CA shall deliver one hard copy and one set of discs to Owner, and one copy to Architect. The final submittal must address previous review comments and shall include a copy of the prefinal submittal review comments along with a response to each item.

#### 1.11 QUALITY ASSURANCE

- A. Instructor Qualifications: Factory-authorized service representatives, experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.
- B. Test Equipment Calibration: Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.

#### 1.12 COORDINATION

- A. Coordinating Meetings: CA shall conduct biweekly coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.
- B. Pretesting Meetings: CA shall conduct pretest meetings of the commissioning team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system,  
  
subsystem, equipment, and component to be tested.
- C. Testing Coordination: CA shall coordinate sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- D. Manufacturers' Field Services: Contractors and/or subcontractors shall coordinate services of manufacturers' field services.

#### 1.13 SYSTEMS TO BE COMMISSIONED

- A. The following checked systems will be commissioned in this project:
  - 1. HVAC System
    - a. Air handling units.
    - b. Return fans.
    - c. Exhaust Fans.
    - d. Airflow measuring stations.
    - e. Chilled water systems.
    - f. Heating water systems.
    - g. Pumps.

- h. Heat exchangers.
- i. Air valves.
- k. Building automation control system.

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

## **Used) PART 3 - EXECUTION**

### **3.1 MEETINGS**

- A. Scoping Meeting. Near or shortly after the commencement of construction, the CA will schedule, plan and conduct a commissioning scoping meeting with the entire commissioning team in attendance. Meeting minutes will be distributed to all parties by the CA. Information gathered from this meeting will allow the CA to revise the Commissioning Plan to its "final" version, which will also be distributed to all parties.
- B. Miscellaneous Meetings. Other meetings will be planned and conducted by the CA as construction progresses. These meetings will cover coordination, deficiency resolution and planning issues with particular Subs. The CA will plan these meetings and will minimize unnecessary time being spent by Subs. For large projects, these meetings may be held monthly, until the final 3 months of construction when they may be held as frequently as one per week.

### **3.2 REPORTING**

- A. The CA will provide regular reports to the CM/GC, Owner and A/E with increasing frequency as construction and commissioning progresses. Standard forms are provided and referenced in the Commissioning Plan.
- B. The CA will regularly communicate with all members of the commissioning team, keeping them apprised of commissioning progress and scheduling changes through memos, progress reports, etc.
- C. Testing or review approvals and non-conformance and deficiency reports are made regularly with the review and testing as described in later sections.
- D. A final summary report by the CA will be provided to the CM/GC, Owner and A/E, focusing on evaluating commissioning process issues and identifying areas where the process could be improved. All acquired documentation, logs, minutes, reports, deficiency lists, communications, findings, unresolved issues, etc., will be compiled in appendices and provided with the summary report. Prefunctional checklists, functional tests and monitoring reports will not be part of the final report, but will be stored in the Commissioning Record in the O&M manuals.

### **3.3 SUBMITTALS**

- A. The CA will provide appropriate contractors with a specific request for the type of submittal documentation the CA requires to facilitate the commissioning work. These requests will be integrated into the normal submittal process and protocol of the construction team. At minimum, the request will include the manufacturer and model number, the manufacturer's printed

Installation and detailed start-up procedures, full sequences of operation, O&M data, performance data, any performance test procedures, control drawings and details of owner contracted tests. In addition, the installation and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the Commissioning authority. All documentation requested by the CA will be included by the Subs in their O&M manual contributions.



- B. The Commissioning authority will review and approve submittals related to the commissioned equipment for conformance to the Contract Documents as it relates to the commissioning process, to the functional performance of the equipment and adequacy for developing test procedures. This review is intended primarily to aid in the development of functional testing procedures and only secondarily to verify compliance with equipment specifications. The Commissioning authority will notify the CM/GC or A/E as requested, of items missing or areas that are not in conformance with Contract Documents and which require resubmission.
- C. The CA may request additional design narrative from the A/E and Controls Contractor, depending on the completeness of the design intent documentation and sequences provided with the Specifications.
- D. These submittals to the CA do not constitute compliance for O&M manual documentation. The O&M manuals are the responsibility of the Contractor, though the CA will review and approve them.

### 3.4 START-UP, PREFUNCTIONAL CHECKLISTS AND INITIAL CHECKOUT

- A. The HVAC mechanical and controls contractors shall follow the start-up and initial checkout procedures listed in the Responsibilities list in this section. Start-up is the responsibility of the installing contractor and is required to complete systems and sub-systems so they are fully functional, meeting the design objectives of the Contract Documents. The commissioning procedures and functional testing do not relieve or lessen this responsibility or shift that responsibility partially to the Commissioning Agent or Owner.
- B. The following procedures apply to all equipment to be commissioned, according to Section 1.13, Systems to be Commissioned. Some systems that are not comprised so much of actual dynamic machinery, e.g., electrical system power quality, may have very simplified PCs and startup.
- C. General. Prefunctional checklists are important to ensure that the equipment and systems are hooked up and operational. It ensures that functional performance testing (in-depth system checkout) may proceed without unnecessary delays. No sampling strategies are used. The prefunctional testing for a given system must be successfully completed prior to formal functional performance testing of equipment or subsystems of the given system. Each piece of equipment receives a full prefunctional checkout.
- D. Start-up and Initial Checkout Plan. The CA shall assist the commissioning team members responsible for startup of any equipment in developing detailed start-up plans for all equipment. The primary role of the CA in this process is to ensure that there is written documentation that each of the manufacturer-recommended procedures have been completed. CA will witness the startup of all major equipment. Parties responsible for prefunctional checklists and startup are identified in the commissioning scoping meeting and in the checklist forms. Parties responsible for executing functional performance tests are identified in the testing requirements.
  1. The CA adapts, if necessary, the representative prefunctional checklists and procedures.
    - These checklists indicate required procedures to be executed as part of startup and initial checkout of the systems and the party responsible for their execution.
  2. The CA provides these checklists and tests to the Contractor. The Contractor determines
    - which trade is responsible for executing and documenting each of the line item tasks

and notes that trade on the form. Each form will have more than one trade responsible for its execution.

3. The subcontractor responsible for the purchase of the equipment information to the CA who develops the full start-up plan by combining (or adding to) the CA's checklists with the manufacturer's detailed start-up and checkout procedures from the O&M manual and the normally used field checkout sheets. The plan will include checklists and procedures with specific boxes or lines for recording and documenting the checking and inspections of each procedure and a summary statement with a signature block at the end of the plan. The full start-up plan could consist of something as simple as:
    - a. The CA's prefunctional checklists.
    - b. The manufacturer's standard written start-up procedures copied from the installation manuals with check boxes by each procedure and a signature block added by hand at the end.
    - c. The manufacturer's normally used field checkout sheets.
- E. Execution of Prefunctional Checklists and Startup.
1. Four weeks prior to startup, the Subs and vendors schedule startup and checkout with the CM/GC and CA. The performance of the prefunctional checklists, startup and checkout are directed and executed by the Sub or vendor. When checking off prefunctional checklists, signatures may be required of other Subs for verification of completion of their work.
  2. The Subs and vendors shall execute startup and provide the CA with a signed and dated copy of the completed start-up and prefunctional tests and checklists.
  3. Only individuals that have direct knowledge and witnessed that a line item task on the prefunctional checklist was actually performed shall initial or check that item off. It is not acceptable for witnessing supervisors to fill out these forms.
- F. Deficiencies, Non-Conformance and Approval in Checklists and Startup.
1. The CA shall clearly list any outstanding items of the initial start-up and prefunctional procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet.
  2. The CA submits either a non-compliance report or an approval form to the Sub or CM/GC. The CA shall work with the Subs and vendors to correct and retest deficiencies or uncompleted items. The CA will involve the CM/GC and others as necessary. The installing Subs or vendors shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner, and shall notify the CA as soon as outstanding items have been corrected and submit a Statement of Correction on the original non-compliance report. When satisfactorily completed, the CA recommends approval of the execution of the checklists and startup of each system to the CM/GC using a standard form.
  3. Items left incomplete, which later cause deficiencies or delays during functional testing may result in backcharges to the responsible party. Refer to Part 3.6 herein for details.

### 3.5 FUNCTIONAL PERFORMANCE TESTING

- A. This sub-section applies to all commissioning functional testing for all divisions.
- B. The general list of equipment to be commissioned is found in Part 1.13. The specific equipment and modes to be tested will be published in the final Construction Commissioning Plan.
- C. Objectives and Scope.

1. The objective of functional performance testing is to demonstrate that each system is operating according to the documented design intent and Contract Documents. Functional testing facilitates bringing the systems from a state of substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.
2. In general, each system should be operated through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part- and full-load) where there is a specified system response. Verifying each sequence in the sequences of operation is required. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall also be tested.

D. Coordination and Scheduling.

1. The Subs shall provide sufficient notice to the CA regarding their completion schedule so the CA may witness the prefunctional checklists and witness startup of commissioned equipment and systems. The CA will schedule functional tests through the CM/GC and affected Subs. The CA shall direct, witness and document the functional testing of all equipment and systems. The Subs shall execute the tests.
2. In general, functional testing is conducted after prefunctional testing and startup has been satisfactorily completed. The control system is sufficiently tested and approved by the CA before it is used for TAB or to verify performance of other components or systems. The air balancing and water balancing is completed and debugged before functional testing of air-related or water-related equipment or systems. Testing proceeds from components to subsystems to systems. When the proper performance of all interacting individual systems has been achieved, the interface or coordinated responses between systems is checked.

- E. Problem Solving: The CA will recommend solutions to problems found, however the burden of responsibility to solve, correct and retest problems is with the CM/GC, Subs and A/E.

3.6 DOCUMENTATION, NON-CONFORMANCE AND APPROVAL OF TESTS

- A. Documentation. The CA shall witness and document the results of all prefunctional and functional performance tests using the specific procedural forms developed for that purpose. Prior to testing, these forms are provided to the CM/GC for review and approval and to the Subs for review. The CA will include the filled out forms in the O&M manuals.

B. Non-Conformance.

1. The CA will record the results of the functional test on the procedure or test form. All deficiencies or non-conformance issues shall be noted and reported to the CM/GC on a standard non-compliance form.2. Corrections of minor deficiencies identified will be made during the tests if possible and at the discretion of the CA. In such cases the deficiency and resolution will be documented on the procedure form.
3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. However, the CA will not be pressured into overlooking deficient work or loosening acceptance criteria to satisfy scheduling or cost issues, unless there is an overriding reason to do so at the request of the CM/GC.
4. As tests progress and a deficiency is identified, the CA discusses the issue with the executing contractor.
  - a. When there is no dispute on the deficiency and the Sub accepts responsibility to

correct it:

- 1) The CA documents the deficiency and the Sub's response and intentions and they go on to another test or sequence. After the day's work, the CA submits the non-compliance reports to the CM/GC for signature, if required. A copy is provided to the Sub and CA. The Sub corrects the deficiency, signs the statement of correction at the bottom of the non-compliance form certifying that the equipment is ready to be retested and sends it back to the CA.
  - 2) The CA reschedules the test and the test is repeated.
  - b. If there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible:
    - 1) The deficiency shall be documented on the non-compliance form with the Sub's response and a copy given to the CM/GC and to the Sub representative assumed to be responsible.
    - 2) Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the A/E. Final acceptance authority is with the Project Manager.
    - 3) The CA documents the resolution process.
    - 4) Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency, signs the statement of correction on the non-compliance form and provides it to the CA. The CA reschedules the test and the test is repeated until satisfactory performance is achieved.
  5. Cost of Retesting.
    - a. The cost for the Sub to retest a prefunctional or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs shall be negotiated with the CM/GC.
    - b. For a deficiency identified, not related to any prefunctional checklist or start-up fault, the following shall apply: The CA and CM/GC will direct the retesting of the equipment once at no "charge" to the CM/GC for their time. However, the CA's and CM/GC's time for a second retest will be charged to the CM/GC, who may choose to recover costs from the responsible Sub.
  6. The Contractor shall respond in writing to the CA and CM/GC at least as often as commissioning meetings are being scheduled concerning the status of each apparent outstanding discrepancy identified during commissioning. Discussion shall cover explanations of any disagreements and proposals for their resolution.
  7. The CA retains the original non-conformance forms until the end of the project.
  8. Any required retesting by any contractor shall not be considered a justified reason for a claim of delay or for a time extension by the prime contractor.
- C. Failure Due to Manufacturer Defect. If 10%, or three, whichever is greater, of identical pieces (size alone does not constitute a difference) of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the CM/GC or PM. In such case, the Contractor shall provide the Owner with the following:
1. Within one week of notification from the CM/GC or PM, the Contractor or manufacturer's representative shall examine all other identical units making a record of the findings.

The findings shall be provided to the CM/GC or PM within two weeks of the original notice.

2. Within two weeks of the original notification, the Contractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc. and all proposed solutions which shall include full equipment submittals. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
  3. The CM/GC or PM will determine whether a replacement of all identical units or a repair is acceptable.
  4. Two examples of the proposed solution will be installed by the Contractor and the CM/GC will be allowed to test the installations for up to one week, upon which the CM/GC or PM will decide whether to accept the solution.
  5. Upon acceptance, the Contractor and/or manufacturer shall replace or repair all identical items, at their expense and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.
- D. Approval: The CA notes each satisfactorily demonstrated function on the test form. Formal approval of the functional test is made later after review by the CA and by the CM/GC, if necessary. The CA recommends acceptance of each test to the CM/GC using a standard form. The CM/GC gives final approval on each test using the same form, providing a signed copy to the CA and the Contractor.

### 3.7 DEFERRED TESTING

- A. Unforeseen Deferred Tests. If any check or test cannot be completed due to the building structure, required occupancy condition or other deficiency, execution of checklists and functional testing may be delayed upon approval of the PM. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Services of necessary parties will be negotiated.
- B. Seasonal Testing. During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CA shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate Subs, with facilities staff and the CA witnessing. Any final adjustments to the O&M manuals and as-builts due to the testing will be made.

3.8 COMMISSIONING SCOPE MATRIX

Phase	Recommended Cx Activities	Cx Authority (DFSI)		Installing Contractor		
		CM	Engineer	Owner		
Construction	Relevant Construction Submittal Cx Plan	R	R	X		R
	Develop Cx Schedule	X	R	R		R
	Develop Pre-Functional Checklists	R X	R	R		N
	Commissioning Inspections	R X	R	R		N
	Startup Plan	R X	P	P		N
	Document Field Conditions for As-Builts	R R	P	X		R
	Startups	R N	R	X		N
	Test & Document Pre-Functional Checklists	N P	P	X		P
	Progress & Deficiency Reports	P P	R	X		N
	Develop Functional Performance Tests	N X	R	R		R
	O&M Manuals	R X	R	R		N
	Develop Training Plan	R R	R	X		R
	Functional Performance Testing	R P	P	X		R
	FPT Action Item List	R P	P	X		R
	Cx Report	R P	P	X		N
Acceptance Phase Meetings	R X	P	P		N	
Post-Acceptance (1)	Deferred Functional Testing Recommend	P				
	Control Modifications	X	P	P		N
	Prepare As-Builts	P X	P	P		R
	Log of Equipment Performance	P R	R	X		R

X = Party Responsible (Lead)  
P = Participate  
R = Reviews & Provides Comment  
N = Not Involved

**END OF SECTION**

**SECTION 23 09 00**  
**CONTROL SYSTEMS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. University of Missouri Controls Specification.
- B. This section contains requirements for pneumatic, electric and digital control systems as indicated on the contract drawings.
- C. Contractor is responsible for providing, installing and connecting all sensors, pneumatic actuators, control valves, control dampers, electrical components and all interconnecting pneumatic tubing and electrical wiring between these devices and up to the Direct Digital Controller (DDC).
- D. DDC systems consist of Johnson Controls METASYS controllers. Contractor shall provide and install control enclosures. Owner will provide controllers for contractors to install. After all equipment has been installed, wired and piped, Contractor will provide controller programming. Contractor will be responsible for all termination connections at the DDC controller's and for checking, testing, and start-up of the control system. Contractor must be on site at start-up to make any necessary hardware adjustments as required.
- E. Once each mechanical system is completely operational under the new control system, contractor shall make any final connections and adjustments. For controls renovation jobs, contractor shall remove all unused sensors, operators, panels, wiring, tubing, conduit, etc. Owner shall have the option of retaining any removed controls.

**1.02 RELATED SECTIONS**

- A. Drawings and general provisions of Contract, including General and Special Conditions apply to work of this section.

**1.03 QUALITY ASSURANCE**

- A. Contractor's Qualifications:
  - 1. Contractor shall be regularly engaged in the installation of digital control systems and equipment, of types and sizes required. Contractor shall have a minimum of five years' experience installing digital control systems. Contractor shall supply sufficient and competent supervision and personnel throughout the project in accordance with General Condition's section 3.4.1 and 3.4.4.
- B. Codes and Standards:
  - 1. Electrical Standards: Provide electrical components of control systems which have been UL-listed and labeled, and comply with NEMA standards.
  - 2. NEMA Compliance: Comply with NEMA standards pertaining to components and devices for control systems.
  - 3. NFPA Compliance: Comply with NFPA 90A "Standard for the Installation of Air Conditioning and Ventilating Systems" where applicable to controls and control sequences.
  - 4. NFPA Compliance: Comply with NFPA 70 "National Electric Code."

## 1.04 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for each control system, containing the following information:
- B. Product data for each damper, valve, and control device.
- C. Schematic flow diagrams of system showing fans, pumps, coils, dampers, valves, and control devices.
- D. Label each control device with setting or adjustable range of control.
- E. Indicate all required electrical wiring. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.
- F. Provide details of faces on control panels, including controls, instruments, and labeling.
- G. Include written description of sequence of operation.
- H. Provide wiring diagrams of contractor provided interface and I/O panels.
- I. Provide field routing of proposed network bus diagram listing all devices on bus.

## PART 2 PRODUCTS

### 2.01 MATERIALS AND EQUIPMENT

- A. Air Piping:
  - 1. Copper Tubing: Seamless copper tubing, Type M or L, ASTM B 88; wrought-copper solder-joint fittings, ANSI B16.22; except brass compression-type fittings at connections to equipment.
  - 2. Flex Tubing: Virgin Polyethylene non-metallic tubing, ASTM D 2737, with flame-retardant harness for multiple tubing. Use compression or push-on polyethylene fittings. Tubing used above suspended ceilings to be plenum rated per NFPA 90A. See section 3.1.b for locations where flex tubing can be used.
  - 3. Copper to polyethylene connections shall be compression barbed fittings or solder barbed fittings.
- B. Conduit and Raceway:
  - 1. Electrical Metallic Tubing: EMT and fittings shall conform to ANSI C80.3.
  - 2. Surface Metal Raceway and Fittings: Wiremold 500, Ivory, or approved equal.
  - 3. Flexible Metal Conduit: Indoors, per National Electric Code for connection to moving or vibrating equipment.
  - 4. Liquidtight Flexible Conduit: Outdoors, per National Electric Code for connection to moving or vibrating equipment.
- C. Control Valves: Provide factory fabricated pneumatic or electric control valves of type, body material, and pressure class as indicated on the drawings. Butterfly style control valves are not acceptable except for two position applications. Equip control valves with heavy-duty actuators, with proper shutoff rating for each individual application.
  - 1. Steam and Hot Water
    - a) Manufacturer: Do not allow KMC valves and actuators.
    - b) Water Service Valves: Equal percentage characteristics.
    - c) Steam Service Valves: Equal percentage characteristics.
    - d) Single Seated Valves: Cage type trim, providing seating and guiding surfaces for plug on "top and bottom" guided plugs.



- e) Valve Trim and Stems: Polished stainless steel.
  - f) Packing: Spring-loaded Teflon, self-adjusting.
  - g) Control valves should have a minimum 100 psi close-off rating for chilled water applications.
2. Hydronic Chilled Water and Heating Water
- a) At minimum, hydronic control valves shall be pressure independent. The flow through the valve shall not vary more than +/- 5% due to system pressure fluctuations across the valve in the selected operating range. The control valve shall accurately control the flow from 1 to 100% full rated flow.
  - b) The valve bodies shall be of cast iron, steel or bronze and rated for 150 PSI working pressure. All internal parts shall be stainless steel, steel, Teflon, brass, or bronze.
  - c) DeltaP Valves manufactured by Flow Control Industries, Belimo, Danfoss Series, or approved equal.
  - d) The valves shall have pressure taps across the valve for measuring the pressure drop across the valve. The pressure taps shall have ½-inch extensions for accessibility.
  - e) Control valves shall be installed with unions or flanges as necessary for easy removal and replacement.
  - f) Valve Tag shall include the model number, AHU being served, design flow, and maximum flow for that valve.
  - g) The control valves shall be delivered preset to the scheduled design flow and should be capable of reaching 110% of the design flow to allow for field adjustment for capacity changes.
- D. Electric Actuators: Johnson Controls, Bray, Belimo, TAC or approved equal. KMC actuators are not approved. Size electric actuators to operate their appropriate dampers or valves with sufficient reserve power to provide smooth modulating action or 2-position action as specified. If mixed air AHU has return air, exhaust air and outside air dampers that are not mechanically linked then static safety switch must be installed and wired to safety circuit. Spring return actuators should be provided on heat exchanger control valves or dampers or as specified on the drawings. Control signal shall be 0 to 10 VDC unless otherwise specified on drawings. Actuators with integral damper end switch are acceptable. For VAV reheat valves, actuators shall have a manual override capability to aid in system flushing, startup, and balancing.
- E. Air and Hot Water Electronic Temperature Sensors:
- 1. All electronic temperature sensors shall be compatible with Johnson METASYS systems.
  - 2. Sensors shall be 1,000 ohm platinum, resistance temperature detectors (RTDs) with two wire connections. Duct mounted sensors shall be averaging type. Contractor may install probe type when field conditions prohibit averaging type, but must receive permission from Owner's Representative.
  - 3. Coordinate thermowell manufacturer with RTD manufacturer. Thermowells that are installed by the contractor, but are to have the RTD installed by owner, must be Johnson Controls Inc. series WZ-1000.
- G. Electronic Temperature Sensors and Transmitters:
- 1. Chilled Water, Tower Water, Heating Hot Water, and Steam Temperature Sensors
    - a) General: The RTD/Temperature Transmitter/Thermowell assembly shall come as a complete assembly from a single manufacturer. The Assembly shall be suitable for use in the accurate measurement of Chilled/Tower/Hot Water and steam temperatures in a mechanical room environment.
    - b) Calibration: Each RTD must be match calibrated to the Transmitter via NIST traceable calibration standards. Results are to be programmed into the transmitter. Results are to be presented on report as after condition at the specified calibration points. Assembly shall not be approved for installation until Owner has received all

- factory calibration reports.
- c) RTD:
    - (1) RTD type: 2-wire or 3-wire 100 ohm platinum class A
    - (2) Outside Diameter: 0.25 inch
    - (3) Tolerance: +/- 0.06% Type A
    - (4) Stability: +/- 0.1 % over one year.
    - (5) TCR: 0.00385 (ohm/ohm/°C).
    - (6) RTD shall be tip sensitive.
    - (7) Resistance vs. Temperature table for the RTD must be provided to the Owner.
  - d) Transmitter:
    - (1) Transmitter shall be match calibrated to the RTD and assembled as a matched pair.
    - (2) Type: 2 wire (loop powered)
    - (3) Input: 2 or 3 wire 100 ohm platinum class A or class B RTD
    - (4) Output: Output shall be a 4-20 mA signal linear to temperature
    - (5) Calibrated Span:
      - (a) Chilled Water: 30 °F to 130 °F.
      - (b) Tower Water: 30 °F to 130 °F.
      - (c) Hot Water: 100 °F to 250 °F.
      - (d) Steam: 150 °F to 450 °F
    - (6) Calibration Accuracy, including total of all errors, of the Transmitter & RTD matched pair over the entire span shall be within +/- 0.2% of the calibrated span or +/- 0.18 °F, whichever is greater.
    - (7) Supply Voltage: 24 VDC.
    - (8) Ambient Operating Temp.: 32 to 122 °F
    - (9) Epoxy potted for moisture resistance.
    - (10) Mounting: Transmitter shall be mounted in the RTD connection head.
  - e) Thermowell
    - (1) Thermowell shall be suitable for immersion in chilled/hot water and steam.
    - (2) Thermowell shall be reduced tip.
    - (3) Thermowell shall be one piece stainless steel machined from solid bar stock.
    - (4) Thermowell shall have 1/2" NPT process connection to pipe thread-o-let.
    - (5) Thermowell Insertion depth shall be 1/2 the inside pipe diameter but not to exceed 10".
  - f) Assembly:
    - (1) Assembly configuration: Spring loaded RTD with thermowell-double ended hex-connection head.
    - (2) Connection head shall be cast aluminum with chain connecting cap to body, have 1/2" NPT process and 3/4" NPT conduit connections, and a sealing gasket between cap and body.
  - g) RTD/Temperature Transmitter/Thermowell assembly shall be the following or approved equal:
    - (1) Manufacturer: Pyromation, Inc.
    - (2) Chilled Water: RAF185L-S4C[length code]08-SL-8HN31,TT440-385U-S(30-130)F with calibration SMC(40,60)F
    - (3) Tower Water: RAF185L-S4C[length code]08-SL-8HN31,TT440-385U-S(5130)F with calibration SMC(55,85)F
    - (4) Hot Water: RAF185L-S4C[length code]08T2-SL-8HN31,TT440-385U-S(100-250)F with calibration SMC(140,180)F
    - (5) Steam: RAT185H-S4C[length code]08T2-SL-8HN31,TT440-385U-S(150-450)F with calibration SMC(300,350)F

- H. Humidistats: Humidistats must be contamination resistant, capable of ±2% RH accuracy, have field adjustable calibration and provide a linear proportional signal.
  - 1. HD20K-T91 or equivalent.

- I. Fan/Pump Status: Status points for fan or pump motors with a VFD must be connected to the terminal strip of the VFD for status indication.  
Current switches: Current switches are required for fan and pump statuses that are not connected to a VFD. The switches must have an adjustable trip setpoint with LED indication and be capable of detecting broken belts or couplings. Units shall be powered by monitored line, UL listed and CE certified, and have a five year warranty.
  - 1. Kele, Hawkeye or approved equal.
- J. Relays Used for Fan and Pump Start/Stop: Must have LED indication and be mounted externally of starter enclosure or VFD.
  - 1. Kele, RIBU1C or approved equal.
- K. Power Supply Used to Provide Power to Contractor-Provided Control Devices: Shall have adjustable DC output, screw terminals, overload protection and 24 VAC and 24 VDC output.
  - 1. Kele, DCPA-1.2 or approved equal.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION OF CONTROL SYSTEMS**

- A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings.
- B. Control Air Piping:
  - 1. All control air piping shall be copper. Exception: Flexible Tubing may be used for a maximum of two (2) feet at connections to equipment [except for steam control valves] and inside control cabinets.
  - 2. Provide copper tubing with a maximum unsupported length of 3'-0".
  - 3. Pressure Test control air piping at 30 psi for 24 hours. Test fails if more than 5 PSI loss occurs.
  - 4. Fasten flexible connections bridging cabinets and doors, neatly along hinge side, and protect against abrasion. Tie and support tubing neatly.
  - 5. Number-code or color-code tubing, except local individual room control tubing, for future identification and servicing of control system.
  - 6. All control tubing at control panel shall be tagged and labeled during installation to assist owner in making termination connections at control panel.
  - 7. Provide pressure gages on each output device.
  - 8. Paint all exposed control tubing to match existing.
- C. Raceway: Raceway is to be installed in accordance with the National Electric Code. Use of flexible metal conduit or liquidtight flexible conduit is limited to 36" to connect from EMT to devices subject to movement. Flexible raceway is not to be used to compensate for misalignment of raceway during installation.
- D. Control Wiring: Install control wiring in raceway, without splices between terminal points, color-coded. Install in a neat workmanlike manner, securely fastened. Install in accordance with National Electrical Code.
  - 1. Install circuits over 25-volt with color-coded No. 12 stranded wire.
  - 2. Install electronic circuits and circuits under 25-volts with color-coded No. 18 stranded twisted shielded pair type conductor.
  - 3. N2 communications bus wire shall be 18 AWG, plenum rated, stranded twisted shielded, 3 conductor, with blue outer casing, described as 18-03 OAS STR PLNM NEON BLU JK distributed by Windy City Wire, constructed by Cable-Tek, or approved equivalent.
    - a) Metastat wiring shall be minimum 20 AWG, plenum rated, stranded, 8 conductor stranded wire.

4. FC communications bus wire shall be 22 AWG, plenum rated, stranded twisted shielded, 3 conductor, with blue outer casing, described as 22-03 OAS STR PLNM NEON BLU JK distributed by Windy City Wire, constructed by Cable-Tek, or approved equivalent.
    - a) Network sensor wiring (SA Bus) shall be 22 gauge plenum rated stranded twisted wire, 4 conductor.
  5. All control wiring at control panel shall be tagged and labeled during installation to assist owner in making termination connections at control panel. Label all control wires per bid documents.
- E. All low voltage electrical wiring shall be run as follows:
1. Route electrical wiring in concealed spaces and mechanical rooms whenever possible.
  2. Provide EMT conduit and fittings in mechanical rooms and where indicated on drawings.
  3. Low voltage electrical wiring routed above acoustical ceiling is not required to be in conduit, but wire must be plenum rated and properly supported to building structure.
  4. Provide surface raceway, fittings and boxes in finished areas where wiring cannot be run in concealed spaces. Route on ceiling or along walls as close to ceiling as possible. Run raceway parallel to walls. Diagonal runs are not permitted. Paint raceway and fittings to match existing conditions. Patch/repair/paint any exposed wall penetrations to match existing conditions.
- F. All devices shall be mounted appropriately for the intended service and location.
1. Adjustable thermostats shall be provided with base and covers in occupied areas and mounted 48" above finished floor to the top of the device. Tubing and/or wiring shall be concealed within the wall up to the ceiling where ever possible. Surface raceway may only be used with approval of Owners Representative. Wall mounted sensors such as CO2, RH, and non-adjustable temperature sensors shall be mounted 54" above finished floor. Duct mounted sensors shall be provided with mounting brackets to accommodate insulation. Mounting clips for capillary tubes for averaging sensors are required.
  2. All control devices shall be tagged and labeled for future identification and servicing of control system.
  3. Preheat and mixed air discharge sensors must be of adequate length and installed with capillary tube horizontally traversing face of coil, covering entire coil every 24 inches bottom to top.
  4. All field devices must be accessible or access panels must be installed.
- G. Install magnehelic pressure gage across each air handling unit filter bank. If the air handling unit has a prefilter and a final filter, two magnehelic pressure gages are required.

### 3.02 ADJUSTING AND START-UP

- A. Start-Up: Temporary control of Air Handling Units shall be allowed only if approved by the owner's representative to protect finishes, etc., AHUs may be run using caution with temporary controls installed by contractor early in the startup process. All safeties including a smoke detector for shut down must be operational. Some means of discharge air control shall be utilized and provided by the contractor such as a temporary temperature sensor and controller located and installed by the Contractor.
- B. The start-up, testing, and adjusting of pneumatic and digital control systems will be conducted by owner. Once all items are completed by the Contractor for each system, Contractor shall allow time in the construction schedule for owner to complete commissioning of controls before project substantial completion. This task should be included in the original schedule and updated to include the allotted time necessary to complete it. As a minimum, the following items are required to be completed by the Contractor for Owner to begin controls commissioning.
1. Process Control Network
    - a) The control boards and enclosures need to be installed in the mechanical rooms.
    - b) The fiber optic conduit and box for the process control network needs to be installed. Once in place, Owner needs to be contacted so the length of the owner

provided fiber cable can be determined and ordered, if required. Coordinate with Owner to schedule the pull in and termination of the fiber cable. Power should be in place at that time. (Fiber for the process control network is required to allow metering of utilities prior to turn on.)

2. Heating System
  - a) Pumps, heat exchangers, steam pressure reducing station, piping, control valves, steam and/or hot water meter, feeder conduit and wire, VFDs, control panels and control wiring installed in the mechanical room. The house keeping pads must be poured before pump operation. All must be in place in working order (pumps aligned, VFDs set up by vendor, motors checked for rotation, steam regulators set to required pressure, condensate pumps operational, heating system ready to circulate (all piping pressure tested, flushed, and insulated) with differential pressure sensors in place.
3. Cooling System
  - a) Pumps, heat exchangers, piping, control valves, chilled water meter, feeder conduit and wire, VFDs, control panels and control wiring installed in the mechanical room. The house keeping pads must be poured before pump operation. All must be in place in working order (pumps aligned, VFDs set up by vendor, motors checked for rotation, cooling system ready to circulate (all piping pressure tested, flushed, and insulated) with differential pressure sensors in place.
4. Air Handlers
  - a) Prior to owner commissioning, at a minimum, the following items shall be complete: Power wiring, motor rotation check, fire/smoke dampers open, control wiring including all safeties, IO cabinet, air handler cleaned, and filters installed as required. To protect the systems from dirt, outside air with no return will be used until the building is clean enough for return air operation.
5. Exhaust and Energy Recovery Systems
  - a) Exhaust fans need to be operational and under control before labs can be commissioned.
6. Some balance work can be done alongside the control work as long as areas are mostly complete and all diffusers are in place.

### **3.03 CLOSEOUT PROCEDURES**

- A. Contractor shall provide complete diagrams of the control system including flow diagrams with each control device labeled, a diagram showing the termination connections, and an explanation of the control sequence. The diagram and sequence shall be framed and protected by glass and mounted next to controller.
- B. Contractor shall provide as built diagram of network bus routing listing all devices on bus, once wiring is complete prior to scope completion.

**END OF SECTION**

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## APPENDIX A - Asbestos Survey

# UNIVERSITY *of* MISSOURI

ENVIRONMENTAL HEALTH AND SAFETY

**ASBESTOS SURVEY**  
**PROJECT CP210353**  
**UNIVERSITY HOSPITAL - UPGRADE ON AHUS**  
**3/29/2021**

**TO:** Brad Rackers  
Planning, Design, and Construction

**FROM:** Pete Kohler  
Environmental Health and Safety

MU EHS has completed an asbestos survey of specified air handlers in University Teaching Hospital (H42-083) and Critical Care Addition (H42-302). The survey is limited to material which will be disturbed by the survey request of 3/2/21.

Drawings for the project indicate that work will be performed in Mechanical Rooms C0013, C0007, and C8001 in Critical Care, 2E-25C, 3E-26A, 3E-27, and 3S01 in the Teaching Hospital, plus Room 3E-11 in the 3<sup>rd</sup> floor operating room suite of Teaching Hospital.

Each of these areas was surveyed. Representative samples of suspect material were collected and analyzed, using polarized light microscopy. Fiberglass and neoprene insulation was inspected but not necessarily sampled.

The asbestos 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 (MO Asbestos Inspector #10883, expires 11/05/2021). The survey was conducted in March, 2021 and the report was completed March 29, 2021.

As a result of the survey asbestos-containing material was identified in close proximity to work that will be needed to complete the project. **Careful attention to the ACM will allow the work to be done without disturbing asbestos.**

An ACM transite duct is located in the southeast corner of 3E-27.





## **FIELD OBSERVATIONS**

Mechanical Room C0013 is a large mechanical room in the north end of Critical Care, with a concrete floor, concrete and cinder block walls and a concrete deck. There is no spray-on present on the deck or exposed steel beams.

Insulation is new fiberglass, often jacketed in PVC or sheet metal. Piping is insulated with fiberglass or is bare. There is some black neoprene insulation on chill water pipes. The housing of air handlers is bare sheet metal. Ductwork is fiberglass with foil skin.

Hot and cold water pumps on the west and the south sides are new equipment and none of the associated insulation is suspect material. Some of the pipe to the pumps is new bare copper.

No samples were collected in this room. No asbestos-containing material was identified in C0013.

Mechanical Room C007 is in the same section of Critical Care, to the east of C007. Two diesel generators occupy the floor of C007. Hanging from the ceiling is AHU8. The skin of the air handler is bare sheet metal. Associated piping is bare, insulated with neoprene or with fiberglass, clad in PVC or sheet metal. Ductwork is bare metal.

No suspect material was identified in this room and no samples were collected. No ACM was identified in C007.

Mechanical Room 2E-25C is entered from 2E-25B, which is at the corner of the Teaching Hospital and Critical Care, by Green Elevators 2LE-11 and 2LE-10. The room has concrete walls, floor and deck. The deck and some structural steel has spray-on fireproofing, at the north end and the west side of the room. Samples of spray-on were collected from various spots. There is an application of spray-on, which appears to have troweled-on mud over the spray-on material. The spray-on and the troweled-on mud were sampled and analyzed. None of these samples was found to contain asbestos.

The skin of AHU-9 is mainly bare metal. Pipes are fiberglass or neoprene. Ductwork is fiberglass with foil. At the seams of some of the ductwork, glue has been

applied. I sampled this material and had it analyzed. The duct glue is negative for asbestos.

Two new fans in the northeast corner of the room will be part of the project. The ductwork associated with the fans has new fiberglass insulation, with foil skin.

No other suspect material was identified. No asbestos-containing material was found in 2E-25.

3S-01 is a mechanical penthouse, which sits over the front entry of the Teaching Hospital. The deck of this room and some of the structural steel has spray-on fireproofing. Samples of the spray-on were collected from various spots and analyzed. The spray-on does not contain asbestos.

The walls are insulated with sheets of stiff gypsum board, with a paper covering that is suspect. Analysis of this material found no asbestos. There are three air handlers in this room. Some of the air handler skin is suspect material. Samples of this material were collected and analyzed. It does not contain asbestos. Additionally, I sampled the skin and insulation from ductwork. This material is negative for asbestos.

No other suspect material was identified. No ACM was identified in 3S-01.

3E-26A and 3E-27 are mechanical rooms located next to one another, just off the prep-area support room for the 3E Operating Rooms. The walls of 3E-26A are plaster over concrete. I sampled the plaster, as controls may have to be mounted to the plaster. The plaster is negative for asbestos. The walls of 3E-27 are cinder block or ceramic building block.

The floor is concrete in both rooms. The deck above is coffered concrete. There is no spray-on in either room.

The south wall incorporates a bank of windows. The windows are aluminum inserts, relatively new, and no window glazing compound is used.

In 3E-26A, piping is fiberglass or black neoprene. Ductwork is fiberglass with foil. No other suspect insulation was found.

In 3E-27, pipe insulation is fiberglass or neoprene. There are three large steam risers on the north side of this room, with insulation which appears older than what is found in the rest of these areas, but it is fiberglass and I did not sample it, as it is not suspect.

A tank sits between two air handler units in this room. It is insulated with neoprene, only about 1" thick.

In the southeast corner of the room, behind AHU #S3-1, a 16" transite duct travels vertically through the room. The transite is asbestos-containing material.

The workers on the project should be aware of the presence of ACM, as it is very close to the air handler that will be part of the project.

No other suspect material was identified in these two rooms.

3E-11 is a service area for operating rooms. Above the ceiling of 3E-11 is air handling equipment. The ceiling is a drop ceiling of 2x2 acoustic tiles. The ceiling tile was sampled and analyzed. It does not contain asbestos.

The deck is coffered concrete. There is no spray-on. Ductwork, pipe insulation and air handler skin is all new fiberglass or neoprene in good condition.

In many parts of 3E-11, the space above the ceiling tile is crowded.



Above the drop ceiling of 3E-11, new fiberglass pipe insulation, duct insulation, bare concrete deck above



Much of this space is crowded with air handling equipment.

No other suspect material was identified in 3E-11. No ACM was found in this room.

<b>SAMPLE ID</b>	<b>LOCATION/DESCRIPTION</b>	<b>ANALYSIS</b>
210304-01	University of Missouri Teaching Hospital 3S-01, spray-on on steel	50% cellulose, 50% non-fibrous
210304-02	UMTH 3S-01, spray-on on steel	50% cellulose, 50% non-fibrous
210304-03	UMTH 3S-01, spray-on on steel	50% cellulose, 50% non-fibrous
210304-04	UMTH 3S-01, wall insulation panel	80% gypsum, 10% glass, 5% synthetic fibers, 5% non-fibrous
210304-05	UMTH 3S-01, wall insulation panel	80% gypsum, 10% glass, 5% synthetic fibers, 5% non-fibrous
210304-06	UMTH 3S-01, AHU1, body insulation	98% glass, 2% non-fibrous
210304-06A	AHU1, skin on insulation above	80% cellulose, 5% glass, 15% non-fibrous
210304-07	UMTH 3S-01, AHU2, body insulation	98% glass, 2% non-fibrous
210304-07A	AHU2, skin on insulation above	80% cellulose, 5% glass, 15% non-fibrous
210304-08	UMTH 3S-01, duct insulation skin	80% cellulose, 5% glass, 15% non-fibrous
210304-09	UMTH 3S-01, duct insulation	80% glass, 20% non-fibrous
210304-09A	UMTH 3S-01, skin from insulation above	80% cellulose, 5% glass, 15% non-fibrous
210310-01	Critical Care Addition, 2E-25, spray-on fireproofing	50% cellulose, 50% non-fibrous
210310-02	CCA, 2E-25, spray-on	20% cellulose, 80% non-fibrous

210310-03	CCA, 2E-25, glue over duct seam	100% non-fibrous
210310-04	CCA, 2E-25, glue on duct seam	100% non-fibrous
210310-05	CCA, 2E-25, west side, mud over spray-on	20% cellulose, 80% non-fibrous
210310-06	CCA, 2E-25, west side, spray-on	50% cellulose, 50% non-fibrous
210310-07	CCA, 2E-25, west side, spray-on	50% cellulose, 50% non-fibrous
210310-08	CCA penthouse C8001, typical insulation package	98% glass, 2% non-fibrous
210310-08A	Air handler insulation skin from sample above	75% cellulose, 5% glass, 20% non-fibrous
210320-01	UMTH 3E-11 2x2 ceiling tile, white body	95% mineral wool, 5% non-fibrous
210322-01	UMTH 26A, wall plaster finish coat	100% non-fibrous
210322-01A	Base coat from sample above	15% quartz, 85% non-fibrous
210322-02	UMTH 26A, wall plaster finish coat	100% non-fibrous
210322-02A	Base coat from sample above	15% quartz, 85% non-fibrous

**ASBESTOS SUMMARY:** In the southeast corner of 3E-27, an asbestos-containing transite duct rises from the floor to the ceiling.