# SPECIAL CONDITIONS

### 1.0 GENERAL:

1. These Special Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 0, BIDDING AND CONTRACTING REQUIREMENTS.

## 2.0 DEFINITION:

Designer: {Contacts.DisplayName}

{Company.Name}

{Addresses.DisplayAddress}

Telephone: {Contacts.Tel}

Fax: {Contacts.Fax}

Email:

Construction Representative: {Projects.Region}

Division of Facilities Management, Design and Construction

**{BidPackages.Udf\_ConstrAdminAddr}**

Telephone: {BidPackages.Udf\_CAPhoneNum}

Fax: {BidPackages.Udf\_CAFaxNum}

Email:

Project Manager: {Projects.Territory}

Division of Facilities Management, Design and Construction

301 West High Street, Room 730

PO Box 809

Jefferson City, Missouri 65102

Telephone: {BidPackages.BidLocationTel}

Fax: 573-751-7277

Email:

## 3.0 BID RESULTS:

Bid results are available after the day of bid opening by calling the Project Manager at the number listed above.

## 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

1. The Owner will furnish the Contractor with approximately {BidPackages.Udf\_NumDrawings} complete sets of drawings and specifications at no charge.
2. The Owner will furnish the Contractor with approximately {BidPackages.Udf\_NumDrawings} sets of explanatory or change drawings at no charge.
3. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

**5.0 ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT**

The Contractor understands and agrees that by signing a contract for this project, they certify the following:

1. The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
2. If the Contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
3. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

**6.0 LICENSING OF TRADESMEN**

See Article 1.3.B and 1.3.C of the General Conditions, for provisions regarding the licensure of tradesmen required by local codes.

## USE ONLY FOR PROJECTS WHICH DO NOT REQUIRE INSTALLATION OF CONSTRUCTION MATERIALS; OTHERWISE, DELETE ITEM 8.0.

## 7.0 INSURANCE REQUIREMENTS:

From - GENERAL CONDITIONS, Article 6.2, delete "Builders Risk or Installation Floater" insurance requirement.

 **FOR LAND RECLAMATION PROJECTS:**

**8.0** **PROPERTY OWNER ADDITIONAL INSURED**

From - GENERAL CONDITIONS, Article 6.2, the property owner shall also be named as additionally insured. They are: (NAME PROVIDED BY PROJECT MANAGER)

## USE ONLY FOR PROJECTS WHICH ARE FEDERALLY FUNDED PROJECTS

**9.0 OFF-SITE BORROW & SPOIL DEPOSIT SITES FOR FEDERALLY FUNDED PROJECTS:**

1. All Federally funded projects which involve off-site borrow and/or off-site spoil deposit sites will require written certification that the site(s) are in compliance with the National Environmental Protection Act and all related applicable Federal and State laws and regulations. If the need for off-site borrow and/or spoil sites is stipulated in the Contract Documents, the following applies:

If the Owner or Designer designates the site in the Contract Documents, the following applies

1. The Contractor is required to use only the designated site described in the Contract Documents. If another off-site area is proposed by the Contractor, the Contractor must provide written certification to the Division of Facilities Management, Design and Construction Project Representativethat the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies.  The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations.  The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.
2. If project conditions require off-site borrow or off-site deposit of spoils, the Contractor will be required to provide written certification to the Division of Facilities Management, Design and ConstructionProject Representativethat the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies.  The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations.  The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.
3. The Owner recognizes that additional time (beyond what is allowed in the Construction Contract) may be required in order to secure the aforementioned certifications and approvals. Should more time be required, the Owner will consider approval of a no-cost time extension contract change. The Contractor will be required to provide documentation that substantiates the need for the time extension.

**USE ON ALL DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION (DESE) PROJECT: OTHERWISE DELETE**

**10.0 LEAD AND ASBESTOS CERTIFICATION REQUIREMENTS:**

1. From SECTION 00700 – GENERAL CONDITIONS, Article 5.4.H.2, ADD receipt of Certification from Contractor meeting the requirements set forth in SECTION 01593 – SITE SECURITY AND HEALTH REQUIREMENTS, 3.5., NO ASBESTOS AND NO LEAD CERTIFICATION.