

# PROJECT MANUAL

## *Job Order Contract*

### *Statewide*

Date Issued: November 7, 2023

Project No.: IDIQMCA-4005

STATE *of* MISSOURI

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OFFICE *of* ADMINISTRATION

Facilities Management, Design & Construction

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## SECTION 001116 - INVITATION FOR BID

### 1.0 OWNER:

- A. The State of Missouri  
Office of Administration,  
Division of Facilities Management, Design and Construction  
Jefferson City, Missouri

### 2.0 PROJECT TITLE AND NUMBER:

- A. Statewide Job Order Contract  
**Project No.: IDIQMCA-4005**

### 3.0 BIDS WILL BE RECEIVED:

- A. Time and Date: 1:30 PM, Tuesday, December 19, 2023  
B. **Only electronic bids on MissouriBUYS shall be accepted: <https://missouribuys.mo.gov>. Bidder must be registered to bid.**

### 4.0 DESCRIPTION:

- A. Scope: The contract will be a fixed unit price, indefinite delivery/indefinite quantity type contract for the performance of a broad range of construction services including, but not limited to, minor construction, repair, renovations, alterations, and maintenance.  
B. Estimated Size of Projects: Projects will range from \$25,000 to \$300,000 per project. The Contractor may also be asked, but shall not be required, to perform projects under \$25,000. The total of all projects shall not exceed \$10,000,000 per year per contract.  
C. Award: The Owner retains the right to award up to two contracts as a result of this solicitation. The Owner will award to either the lowest, responsive, responsible bidder or the first and second lowest, responsive, responsible bidders.  
D. MBE/WBE/SDVE Goals: MBE 10%, WBE 10% & SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**

### 5.0 PRE-BID MEETING:

- A. Place/Time: 9:00 AM, Monday, December 4, 2023, Room 750, Harry S Truman Bldg., Jefferson City, MO. This meeting will also be available virtually via Webex utilizing the link, meeting number, and password listed below. For audio only, attendees may call (650) 479-3207.  
<https://stateofmo.webex.com/stateofmo/j.php?MTID=m3c1b61581a4a1d959d8cd8304667828e>  
Meeting number (access code): 2634 054 6163  
Meeting password: xESMS6B8Rk8  
B. Access to State of Missouri property may require presentation of a photo ID by all persons.

### 6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets or paper bid sets are available at no cost from American Document Solutions (ADS), 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, <https://www.adsplanroom.net>. **Bidder must secure at least one bid set to become a planholder.**  
B. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's website: <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

### 7.0 POINT OF CONTACT:

- A. Project Manager: Connie Melion, FMDC, (573) 751-6342, [Connie.Melion@oa.mo.gov](mailto:Connie.Melion@oa.mo.gov)  
B. Contract Specialist: Paul Girouard, FMDC, (573) 751-4797, [Paul.Girouard@oa.mo.gov](mailto:Paul.Girouard@oa.mo.gov)

### 8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time.  
B. For each job order issued under the awarded contract that is greater than \$75,000, the Bidder shall be required to pay not less than the applicable wage rate set by Department of Labor and Industrial Relations in the wage order(s) in effect for the location of work at the time of the job order, in accordance with sections 290.210 to 290.340, RSMo.  
C. Bid results will be available at <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans> after it is verified that at least one bid is awardable and affordable.

## Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

- A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to <https://missouribuys.mo.gov> and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
1. Under "Solicitation" select "View Current Solicitations."
  2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
  3. Select "Active Solicitations" tab.
  4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.
- C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
  2. Select the three dots under "Actions." Select "Add New Response."
  3. When the Quote box opens, give the response a title and select "OK."
  4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
  5. The Supplier Attachments box will open. Select "Add Attachment" again.
  6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
  7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
  8. When the Supplier Attachments box opens again and uploading is complete, select "Done." A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
  9. The detailed solicitation will open. At the bottom select "Close."
  10. Ensure receipt of notifications including current e-mail address are enabled within vendor profile.
- D. Any time a bidder wants to modify the bid, he or she will have to retract, make revisions, and then submit again. Please ensure that "draft" status is not shown. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, [paul.girouard@oa.mo.gov](mailto:paul.girouard@oa.mo.gov) ; April Howser: 573-751-0053, [April.Howser@oa.mo.gov](mailto:April.Howser@oa.mo.gov) ; or Mandy Roberson: 573-522-0074, [Mandy.Roberson@oa.mo.gov](mailto:Mandy.Roberson@oa.mo.gov).
- F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Office of Administration Division of Accounting at 573-751-2971 and ask for the MissouriBUYS vendor team.

## IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO  
BIDDERS: Article 16.0, Section D1:

**As of July 1, 2020**, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.

## **SECTION 002113 – INSTRUCTIONS TO BIDDERS**

### **1.0 - SPECIAL NOTICE TO BIDDERS**

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project, may be required to undergo a fingerprint background check and obtain a State of Missouri identification badge prior to beginning work on site. The Bidder should review the information regarding this requirement in Section 013513 – Site Security and Health Requirements prior to submitting a bid. The Site Security and Health Requirements will vary for each job order depending upon the location of the work.
- B. The Bidder's prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

### **2.0 - BID DOCUMENTS**

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

### **3.0 - BIDDERS' OBLIGATIONS**

- A. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

### **4.0 - INTERPRETATIONS**

- A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

### **5.0 - BIDS AND BIDDING PROCEDURE**

- A. Bidders shall submit all submission forms and accompanying documents listed in SECTION 004113 – BID FORM, Article 5.0, ATTACHMENTS TO BID by the stated time or their bid will be rejected for being non-responsive.  
The following is a list of bid forms and documents which are due by the date and time listed in Section 001116 – INVITATION FOR BID.

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

Section 004113: Bid Form (all pages are required)

Section 004324: Past Performance Record Form (submit a separate record for each of three (3) past contracts)

Section 004541: Affidavit of Work Authorization

(NOTE: See Article 7.0 RECEIVING BID SUBMITTALS below for BID SUBMITTAL requirements.)



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

#### **6.0 - SIGNING OF BIDS**

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

#### **7.0 - RECEIVING BID SUBMITTALS**

- A. It is the bidder's sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.
- B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (<https://www.missouribuys.mo.gov/>) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.

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

**8.0 - MODIFICATION AND WITHDRAWAL OF BIDS**

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

**9.0 - AWARD OF CONTRACT**

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
- C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.



- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding an E-Verify is located at <https://www.uscis.gov/e-verify/>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

#### **10.0 - CONTRACT SECURITY**

- A. The successful bidder shall furnish a performance/payment bond in the amount of \$3,000,000.00 as set forth in Article 12 of the Job Order Contract, to guarantee faithful performance of the contract and to guarantee the payment of all persons performing labor and furnishing material in connection with each project hereunder as set forth in the standard form of performance and payment bond included in the contract documents. The payment/performance bond shall be issued by a surety company authorized to do business in the State of Missouri by the Missouri Department of Insurance with an AM Best Rating of B+ or greater.

#### **11.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS**

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

#### **12.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:**

- A. Pursuant to section 34.600, RSMo, if the Bidder meets the section 34.600, RSMo, definition of a “company” and the Bidder has ten or more employees, the Bidder must certify in writing that the Bidder is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The Bidder is requested to complete and submit the

applicable portion of Section 004545 - Anti-Discrimination Against Israel Act Certification with their Bid Form. The applicable portion of the exhibit must be submitted prior to execution of a contract by the Owner and issuance of Notice to Proceed. If the exhibit is not submitted, the Owner shall rescind its Intent to Award and move to the next lowest, responsive, responsible bidder.

### **13.0 – SERVICE-DISABLED VETERANS**

- A. For the purposes of these instructions, the terms “service-disabled veteran” and “service-disabled veteran business” have the same meanings as set forth in section 34.074, RSMo.
- B. Service-disabled veteran businesses doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing any service-disabled veteran business’s bid amount(s) by three percent of the lowest bid amount(s). This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded.
- A. Any bidder who is qualified as a Missouri service-disabled veteran pursuant to Section 34.074, RSMo, must complete and submit with the bid the MISSOURI SERVICE DISABLED VETERAN BUSINESS form and provide the specified documentation in accordance with the instructions provided therein. This form can be obtained at <http://oa.mo.gov/fmdc/dc/contractorforms.htm>.

### **14.0 – BID EVALUATION**

#### **A. EXPERIENCE/PAST PERFORMANCE**

- 1. The experience of bidders will be considered only for the purpose of determining if a contractor is responsible to be awarded a contract. In order to be awarded a Contract, the Bidder must demonstrate that it has held at least three (3) other Job Order Contracts or similar indefinite delivery/indefinite quantity contracts in the past five (5) years, involving the use of multiple subcontractors. The bid of any Bidder who does not meet this requirement shall be rejected.
- 2. In order to demonstrate that it possesses the required experience set forth above, the Bidder must submit a separate Past Performance Record Form (Section 004324) for each applicable contract. Failure to include at least the following information regarding each past contract may result in the contract not being counted towards the required experience:
  - a. Customer name
  - b. Location of contract
  - c. Total value of work done
  - d. Start date and completion date
  - e. Names and phone numbers of major subcontractors
  - f. Name and phone number of primary owner contact
- 3. The Owner reserves the right to contact the Bidder’s past customers and/or subcontractors to verify the information provided.
- 4. The Bidder’s compliance with the experience requirement will be evaluated objectively. Providing evidence of additional experience beyond that required will not gain the Bidder any preference and will be disregarded for purposes of award.

#### **B. COST**

- 1. The services performed under the awarded contract will be priced based on a multiplier (also known as an adjustment factor) (e.g. 1.10 or 0.95, etc.) applied to pre-described and pre-priced tasks contained in the Unit Price Book for this contract, which is the latest edition of RSMeans data from Gordian, Full Library Online package.(The Contractor should refer to the Job Order Contract for additional information about the Unit Price Book.) The multiplier will be an increase or decrease to the prices in the Unit Price Book.
- 2. The Contractor shall provide three different multipliers in its Bid as follows:

- a. **Normal Working Hours:** For work performed from 7 a.m. to 5 p.m. on all Working Days as defined in the General Conditions;
  - b. **Other Than Normal Working Hours:** For work performed at any times other than Normal Working Hours when the State of Missouri directs the Contractor to work; and
  - c. **Non-Prepriced Work:** For work not included in the Unit Price Book.
3. Failure to include all multipliers on the bid form shall result in the bid being rejected.
  4. The Contractor's multipliers must include all costs other than those contained in the fixed prices in the Unit Price Book, including but not limited to, direct cost of performing the work, labor burden, overhead, profit, project office expenses, shop drawings and material and equipment submittals, mobilization and close-out costs, insurance, compliance with environmental laws, protective clothing and equipment, computer equipment and software, vehicles, maintenance, fuel and all contingencies or other costs incidental to performing the work. **NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.**
  5. For evaluation purposes only, the following work distributions shall be used to determine the lowest proposed price:

| Multiplier                      | % Weight<br>(For Evaluation Only) |
|---------------------------------|-----------------------------------|
| Normal Working Hours            | 35%                               |
| Other than Normal Working Hours | 30%                               |
| Non-Prepriced Work              | 35%                               |

6. The total bid cost for evaluation purposes will be determined by multiplying each of the proposed multipliers by the weighted percentage stated above and adding those amounts together, as follows:

| Multiplier Name  | Proposed<br>Multiplier<br>Amount | X Multiplier<br>Weight | = Total      |
|--|----------------------------------|------------------------|--------------|
| Normal Working Hours   | __ . _____                       | X 0.35                 | = __ . _____ |
| Other Than Normal Working Hours  | __ . _____                       | X 0.30                 | = __ . _____ |
| Non-Prepriced Work   | __ . _____                       | X 0.35                 | = __ . _____ |
| <b>Add all the Total amounts in the right column.</b>                                      |                                  |                        |              |
| <b>The Sum of these Total amounts will be used to determine the lowest proposed price.</b> |                                  |                        | = __ . _____ |

7. The weight given to the multipliers above are for the purpose of calculating the lowest proposed price only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The proposed price is only used for the purpose of determining the lowest price.

#### **15.0 OTHER BIDDER INFORMATION**

- A. This Contract requires compliance with Prevailing Wage law, as explained further in the Job Order Contract.
- B. The Contractor should carefully review the Job Order Contract prior to bidding for information about the term of the contract and the minimum and maximum guaranteed usage of the contract.

The Owner retains the right to award up to two separate contracts as a result of this solicitation. If two Contracts are awarded, the Owner shall award to the first and second lowest, responsive, responsible bidders.

#### **16.0 - MBE/WBE/SDVE INSTRUCTIONS –**

**\*This section is applicable only to the awarded JOC Contractor.\***

**For purposes of this Contract, the term “bidder”, as used herein, shall mean the awarded JOC Contractor. “Invitation to Bid” shall mean the Request for Job Order Proposal. And, “bid” shall mean the Job Order Proposal submitted by the Contractor for an individual job order.**

##### A. Definitions:

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

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

1. For all bids greater than \$100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.
2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.
3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder’s proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.

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

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

D. Certification of MBE/WBE/SDVE Subcontractors:

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

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be

determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.

2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
  - a. The amount of actual participation obtained;
  - b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
  - c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
  - d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
  - e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
  - f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
  - g. The Bidder's stated reasons for rejecting any bids;
3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

F. Contractor MBE/WBE/SDVE Obligations

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



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

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

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

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

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

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

**STATE OF MISSOURI  
JOB ORDER CONTRACT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, (hereinafter called the "Contractor") and the State of Missouri, (hereinafter called the "Owner"), represented by the Office of Administration, Division of Facilities Management, Design and Construction.

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

**ARTICLE 1 - GENERAL STATEMENT OF WORK**

- A. This is an indefinite quantity/indefinite delivery Job Order Contract (JOC). The Contractor shall provide an undetermined quantity of services for construction, renovation, maintenance, repair and/or alteration projects at State of Missouri facilities thorough the state on an as need basis.
- B. The Contractor will be compensated for its services under this Contract based on the multiplier(s) stated in the Bid Form as applied to pre-described and pre-priced tasks contained in the Unit Price Book for this Contract, as set forth further herein and in the other Contract Documents.
- C. The Owner will issue a Request for Job Order Proposal for each job order that will describe in detail the Work required. The Contractor shall furnish all labor and materials necessary to complete the Work as set out in the Request for Job Order Proposal and any related drawings and specifications provided by the Owner at the prices set forth in the Contractor's Job Order Proposal.
- D. This Contract does not include the provision of professional design services. The Contractor shall not be required or permitted to provide design documents. The Owner will provide any design documents that may be required for the execution of a job order.
- E. This Contract requires the Contractor to perform multiple job orders simultaneously. There shall not be a limit on the number of job orders the Owner may request the Contractor to perform at the same time.
- F. The Contractor shall perform all services in accordance with this Contract, the General Conditions, and the other Contract Documents identified below. In the event there is a conflict between the terms of this Contract and the General Conditions, this Contract shall prevail.
- G. Each job order performed under this Contract shall not exceed \$299,999.99. The Contractor may be asked to perform, but will not be required to accept, any job orders below \$25,000. The cumulative annual total of job orders under this Contract shall not exceed \$10,000,000. The Contractor understands and agrees that the Owner does not guarantee any specific usage of the Contractor's services above \$100,000 for the base year and \$100,000 for the renewal period.
- H. The Owner retains the right to use other necessary and desired methods to accomplish work that could otherwise be done under this Contract. The Contract shall not have any claim or cause of action for failing to utilize the Contractor's services to perform any work or for using the services of any other contractor, including another JOC contractor.

## ARTICLE 2 - JOB ORDER PROCEDURES

- A. With the exception of emergencies, any work required under this Contract shall be ordered in writing in accordance with the following process:
1. The Owner's Representative will notify the Contractor of a job order to be performed.
  2. The Contractor shall establish contact with the Owner's Representative within two (2) working days of receipt of such notification, or within a longer period indicated by the Owner's Representative.
  3. If requested by the Owner's Representative, the Contractor shall visit the project site with the Owner's Representative within two (2) working days, or a longer period indicated by the Owner's Representative, to define the scope of the job order.
  4. Upon establishment of the scope of the individual job order, the Contractor's Representative will issue a Request for Job Order Proposal. If necessary, the Owner's Representative will also issue a Project Manual with the Request for Job Order Proposal, including any applicable drawings and specifications, wage orders, and other information required for that job order.
  5. Upon receipt of the approved Request for Job Order Proposal, and Project Manual if applicable, the Contractor shall prepare a Job Order Proposal further defining and restating the scope, and providing a line item proposal of the individual tasks, quantities, and costs to complete the project, as well as a completion schedule. The Contractor's Job Order Proposal cost shall be established based on the Unit Price Book.
    - a. The Unit Price Book for this Contract is the RSMeans data from Gordian, Full Library Online (15 datasets) ("RSMeans") package, latest edition or as updated annually by the Contractor. The Missouri Weighted Average City Cost Index for the city geographically closest to the project location and the prices in the "Total, incl. O&P" column will be used. The total value of the applicable line items and their quantities will be multiplied by the appropriate City Cost Index and the designated multiplier to determine the lump sum cost of job orders.
    - b. The Contractor shall not include in its Job Order Proposal, and shall not be compensated for, any costs not contained in the fixed unit prices including, but not limited to, direct cost of performing the work, labor burden, overhead, profit, project office expenses, shop drawings and material and equipment submittals, mobilization, demobilization, and close-out costs, insurance, compliance with environmental laws, protective clothing and equipment, computer equipment and software, vehicles, maintenance, fuel and all contingencies or other costs incidental to performing the work. The Contractor will not be paid for travel to and from the job site. Other pertinent travel related expenses may be permitted, but closely monitored.
    - c. Items not covered in the Unit Price Book will not be allowed under this Contract, unless preapproved by the Owner. The cost of such items will be the actual cost to the Contractor multiplied by the multiplier for Non-Prepriced Work. The Contractor shall provide documentation to support its actual cost.
    - d. Each job order proposal submitted by the Contractor shall contain a computer-generated printout of all proposed unit price book items, quantities, extended prices and total proposed cost.

6. The Contractor's Job Order Proposal shall be submitted within five (5) working days of issuance of the Request for Job Order Proposal, unless a longer period is specified by the Owner's Representative.
  7. Upon receipt of the Contractor's proposal, the Owner will review the proposal for completeness and will reach agreement with the Contractor on quantities, schedule, and all other terms prior to issuance of a Job Order Authorization. The Owner reserves the right to negotiate with the Contractor and to accept or reject all or any portion of the Contractor's Job Order Proposal.
  8. The Owner will issue a formal Job Order Authorization containing the Job Order Proposal and establishing the scope of work, start date, price and schedule. This Job Order Authorization will be the Contractor's notice to proceed with an individual job order.
  9. In the event the Owner does not issue a formal Job Order Authorization after receipt of the Contractor's Job Order Proposal, the Owner is not obligated to reimburse the Contractor for any costs incurred in the preparation of the Contractor's Job Order Proposal.
  10. The Contractor will attend a pre-construction meeting at the project site with the Owner's Representative prior to beginning work. Preparation and distribution of all meeting minutes and corresponding sign-in sheets for all project meetings shall be the responsibility of the Contractor.
- B. In the event emergency service is required, the Contractor shall respond to a request for services from the Owner's Representative within two (2) hours. The procedures above will be expedited and/or the Contractor may be expected to perform Work upon receipt of a verbal work authorization from the Owner's Representative. Work will commence as required and documentation will be provided as soon as possible. The Owner shall have the sole authority to determine what constitutes an emergency.

### **ARTICLE 3 – TERM OF CONTRACT AND TIME OF COMPLETION**

- A. This Contract shall be in effect for one year, beginning the date that Notice to Proceed is issued by the Owner. The Owner, at its sole discretion, may extend the Contract for one additional one-year period at the prices set forth in the Contractor's Bid.
- B. A time for completion of each individual job order shall be established in the Request for Job Order Proposal for that job order.

### **ARTICLE 4 - CONTRACT COMPENSATION AND INVOICING**

- A. The Owner shall pay the Contractor for the prompt, faithful, and efficient performance of the conditions and undertakings of this Contract, as provided in the approved Job Order Proposal for each job order, this Contract, and the General Conditions hereto.
- B. For job orders less than thirty (30) working days in duration, the Owner will make a single payment to the Contractor following final acceptance of the work by the Owner.
- C. For job orders greater than thirty (30) working days in duration, the Contractor may bill the Owner on a monthly basis as provided in the General Conditions.
- D. If the Contractor is working on more than one job order, the Contractor must invoice each job order separately.

- E. The Contractor's total invoices for any job order shall not exceed the guaranteed price stated in the Contractor's approved Job Order Proposal or any Owner approved change orders thereto. The Owner will compensate the Contractor for the total amount of the invoice upon the Contractor's completion and the Owner's inspection and acceptance of the job order.
- F. The Contractor shall make all pay requests for all job orders on forms prescribed by Owner.
- G. The Contractor must submit invoices and all required paperwork to the address provided by the Owner's Representative.

## ARTICLE 5 - PERFORMANCE

- A. After receiving Notice to Proceed from the Owner, the Contractor shall provide the qualified personnel, tools, and equipment necessary for completing the job order and any or all materials and supplies required. Allowance will be made for materials and supplies, lead times, shipping schedules, etc., if needed.
- B. The Owner may or may not provide some or all building materials, supplies and/or tools and equipment required to complete the job orders. The Contractor shall be required to provide all building materials, supplies and/or tools and equipment required for the job orders that the Owner does not provide.
- C. Upon completion of a job order, the Owner's Representative shall inspect the Work and provide the Contractor with a Notice of Acceptance to verify the completion date and acceptability of the completed job order. If the Work is not acceptable to the Owner's Representative, the Contractor shall take corrective action as determined necessary by the Owner's Representative.
- D. The Contractor shall agree and understand that the Owner may make changes in the scope of a job order (size, configuration, etc.) prior to and during the Contractor's work on the project. When the Owner notifies the Contractor of such changes, the Contractor must submit a written change order request to the Owner, if there are any changes in the types of services, the number of man-hours of each type of service, the building materials and supplies, the guaranteed not-to-exceed price, and/or the time frames for completion of the service project from the Contractor's approved Job Order Proposal as a result of the Owner's changes in the scope of the project. The Contractor must receive the Owner's written approval to proceed with the changes specified in the change order before deviating from the Contractor's approved proposal on that particular project.
- E. The Owner reserves the right to require the Contractor to provide operations manuals, as built drawings, equipment warranties, etc., upon completion of each job order.
- F. Mobilization: The Contractor shall be fully capable of performing job orders under this Contract within fifteen (15) working days of the date Notice to Proceed is issued by the Owner.
- G. Quality Control: The Contractor shall submit a Quality Control Plan for the Owner's approval within fifteen (15) calendar days of the Notice of Intent to award. This Quality Control Plan should address all aspects of quality control including responsibility for surveillance of work documentation, corrective action, and interfacing with the Owner's Representative and other State employees.

- H. Submittals: As applicable for each job order, the Contractor will submit shop drawings, material and equipment lists and operating and service manuals in accordance with the General Conditions.
- I. Safety Requirements: The Contractor and its subcontractors at any tier shall comply with section 292.675, RSMo and the safety requirements in Article 1.3, E, of the General Conditions.
- J. Contractor Office Requirements:
1. The Contractor shall establish and maintain for the duration of the Contract an office within the State of Missouri. The Contractor shall be solely responsible for the costs of maintaining such office. An office will not be provided for the Contractor.
  2. The Contractor shall furnish such office with all supplies and equipment, including computers, copiers, telephones, fax machines and software, necessary for the administration of this Contract.
- K. Computer Hardware and Software Requirements:
1. The Contractor is to provide and maintain in operational condition at least one laptop or desktop computer for the use of the Contractor's staff responsible for the administration of this Contract.
  2. The Contractor shall provide the following Unit Price Book software for use in the performance of this Contract: RSMeans package, latest edition, that will provide the user with an automated version of the unit price book items and price information, allows the user to select the desired unit price book items and quantities from the automated listing, and based on such selections will extend and total the unit price book costs for job order proposals.
  3. The Contractor will keep the RSMeans Unit Price Book software up-to-date and make all changes and updates to the software issued by the software supplier. The Contractor shall obtain the newest version of the Unit Price Book software upon availability or at least annually.
  4. The Contractor shall provide three (3) licenses of the current, up-to-date RSMeans Unit Price Book software to the Owner for use by the Owner's Representatives.
  5. The Contractor shall not alter, append, delete or otherwise modify the programming, prices or other items contained in the Unit Price Book software, unless otherwise directed by the Owner.
  6. The Contractor shall be responsible for the installation, removal, repair, maintenance, and updates of any computer(s) and software used for this Contract.

#### **ARTICLE 6 - CONTRACTOR USE OF PREMISES**

- A. During the construction period, the Contractor shall have full use of the premises for construction operations, except as set forth below.
- B. The Contractor's use of the premises may be limited by the Owner's right to perform work or to retain other contractors to perform work on the premises.



- C. The Contractor shall limit its use of the Owner's premises and operations to areas indicated by each job order and the Owner's Representative. The Contractor shall not disturb portions of the site beyond the areas in which the Work is performed.
- D. The Contractor shall allow for Owner occupancy of the premises and use by the public.
- E. The Contractor shall keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees and emergency vehicles at all times. The Contractor shall not use driveways and entranceway for parking or storage of materials. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- F. The Contractor shall maintain any existing buildings involved in the job order in a weather tight condition throughout the construction period, and shall take all precautions necessary to protect the building and its occupants during construction. The Contractor shall repair any damage cause by construction operations.
- G. The Contractor shall store all materials within project limits. The Contractor shall confine apparatus, materials and operations of workers to locations established by the Owner's Representative. Storage trailer locations shall be subject to approval by the Owner's Representative and will be available to the Contractor at no cost.
- H. Each job order will specify availability of utilities. Normally, utilities will be provided from the Owner's facility.
- I. Each Request for Job Order Proposal will specify the Site Security and Health Requirements for that project. The Contractor's employees and those of all subcontractors who perform work on a project under this Contract shall comply with the applicable Site Security and Health Requirements, which may include, but shall not be limited to, requiring employees to undergo a fingerprint background check and obtain a State identification card prior to beginning work, requiring the Contractor to comply with certain drug and alcohol testing requirements and requiring certification and documentation regarding the use of lead, asbestos and other hazardous materials.

#### **ARTICLE 7 - OCCUPANCY REQUIREMENTS**

- A. The Owner will occupy the site and existing buildings during the entire construction period. The Contractor shall cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. The Contractor shall perform the Work so as not to interfere with the Owner's operations.
- B. The Owner reserves the right to occupy and to place and install equipment in completed areas prior to substantial completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

## **ARTICLE 8 - WARRANTIES**

- A. The Contractor must guarantee all furnished parts and labor for a period of one (1) year from the date of substantial completion, as set forth in Article 3.4 of the General Conditions, unless the Contractor specifies a longer period in the proposal submitted by the Contractor for that job order.
- B. Any damage to the building or equipment because of defective parts and/or execution of the project shall be the responsibility of the Contractor.
- C. If applicable, a warranty for a roof shall comply with the requirements of the FMDC Roof Design Manual.

## **ARTICLE 9 – PREVAILING WAGE**

- A. If the amount of any project under this contract is greater than \$75,000, the Contractor shall pay not less than the prevailing hourly rate of wages or the public works contracting minimum wage, whichever is applicable, to all workers performing work under that project in accordance with sections 290.210 to 290.340, RSMo. The applicable wage order(s) shall be the wage order(s) for the location where the work is performed in effect as of the date of the Request for Job Order Proposal. The applicable wage order will be provided to Contractor with each Request for Job Order Proposal and shall be incorporated therein by reference.
- B. If the amount of any job order is less than \$75,000, the Contractor is not required to pay either the prevailing wage rate or the public works contracting minimum wage for work performed under that job order. In the event a contract change is issued that increases the total value of the project to more than \$75,000, the applicable prevailing wage rate or the public works contracting minimum wage shall be paid on the portion of the project in excess of \$75,000 in accordance with section 290.210 to 290.340, RSMo.
- C. The Contractor shall forfeit a penalty to the Owner of one hundred dollars per day (or portion of a day) for each worker that is paid less than the specified rates for any work done under the Contract by the Contractor or by any subcontractor, in accordance with section 290.250, RSMo.

## **ARTICLE 10 - COMPLIANCE WITH IMMIGRATION LAWS**

- A. 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.
- B. 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.
- C. The Contractor agrees to cooperate fully with any audit or investigation from federal, state or local law enforcement agencies.

**ARTICLE 11 – LIQUIDATED DAMAGES**

- A. Time is of the essence of this Contract. The Owner would suffer a loss if the Contractor fails to complete the Work on or before the time specified in each Request for Job Order Proposal, and the damages to the Owner caused by such failure might be impossible to accurately compute or estimate.

Therefore, in order to satisfactorily adjust the damages caused by such failure, the Contractor hereby covenants and agrees to pay the Owner, as and for liquidated damages, the sum identified below for each and every day, Sunday and legal holidays excepted, during which the Work remains incomplete and unfinished:

| Job Order Amount    | Daily Liquidated Damages Amount |
|---------------------|---------------------------------|
| \$0-\$25,000        | \$0                             |
| \$25,000-\$50,000   | \$200                           |
| \$50,000-\$100,000  | \$300                           |
| \$100,000-\$300,000 | \$500                           |

The Owner shall deduct and retain any liquidated damages due under this provision from any balance due to the Contractor when the Work has been finished and accepted. Such provisions shall not release the bond of the Contractor from liability according to its terms. In case of failure to complete the Work, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

**ARTICLE 12 - BONDING AND INSURANCE REQUIREMENTS**

- A. The Contractor shall furnish a floating performance and payment bond in the amount of \$3,000,000 to cover all work performed under this Contract. Should the Owner issue job orders to the Contractor totaling more than \$3,000,000 at any one time, the Contractor shall furnish an additional bond to cover the total amount of the outstanding work until the time that the total amount of work falls below \$3,000,000. The bond shall comply with Article 6.1 of the General Conditions.
- B. The Contractor shall furnish a standing Builder’s Risk or Installation Floater insurance policy in the amount of \$3,000,000 to cover all work performed under this Contract. Should the Owner issue job orders to the Contractor totaling more than \$3,000,000 at any one time, the Contractor shall furnish additional Builder’s Risk or Installation Floater coverage for the total amount of the outstanding work until the time that the total amount of work falls below \$3,000,000. The Builder’s Risk or Installation Floater shall comply with Article 6.1 of the General Conditions.
- C. The Contractor shall provide all other insurance required by Article 6.2 of the General Conditions.

## **ARTICLE 13 – MBE/WBE/SDVE PARTICIPATION PROJECT GOALS**

- A. The Contractor shall be required to obtain participation by Minority Business Enterprises (MBE), Women Business Enterprises (WBE) and Service-Disabled Veteran Business Enterprises (SDVE) for each project performed under this Contract or demonstrate that it has made a good faith effort to do so. Unless a lesser goal or no goal is specified in the Request for Job Order Proposal issued for that project, the Contractor's participation goals shall be 10% MBE, 10% WBE, and 3% SDVE of the total value of the accepted Job Order Proposal. The owner may set lower or no goals for a particular project, at its sole discretion, based on geographical locations, availability of the MBE, WBE and SDVE contractors and other factors specified in 1 CSR 30-5.010(5)(C).
- B. When submitting a Job Order Proposal to the Owner for each project, the Contractor shall include a completed Section 004337 – MBE/WBE/SDVE Compliance Evaluation Form for each MBE/WBE/SDVE included in the Proposal and/or, if applicable, Section 004339 – MBE/WBE/SDVE Good Faith Effort (GFE) Determination. Only appropriately certified MBE/WBE/SDVE firms can be used to satisfy the MBE/WBE/SDVE participation goals. The Contractor's MBE/WBE/SDVE participation and good faith effort for each project will be evaluated in accordance with 1 CSR 30-5.010 and Section 002113 –Instructions to Bidders – MBE/WBE/SDVE Instructions.
- C. Failure to meet the participation goals or make a good faith effort to do so may result in a Proposal being rejected or the Contractor being deemed in breach of this Contract.

## **CONTRACT DOCUMENTS**

In addition to this document, as executed by the parties, the Contract shall consist of the following component parts:

- 1. Invitation for Bid (Section 001116)
- 2. Instructions to Bidders (Section 002113)
- 3. The following documents as completed and executed by the Contractor:
  - a. Bid Form (Section 004113)
  - b. Missouri Service Disabled Veteran Business Form (if applicable)(Section 004340)
  - c. Affidavit of Work Authorization (Section 004541)
  - d. Affidavit for Affirmative Action (Section 005414)
  - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
- 4. General Conditions (Section 007213)
- 5. All Addenda (if applicable)
- 6. Unit Price Book: RSMMeans data from Gordian, Full Online Library
- 7. All Request for Job Order Proposals issued hereunder
- 8. All Job Order Proposals issued hereunder
- 9. All Job Order Authorizations issued hereunder
- 10. All Division 1 General Requirements in the Project Manual for this Contract and for each individual job order performed hereunder
- 11. All Technical Specifications included in the Project Manual for each individual job order performed hereunder
- 12. All Drawings identified in the Project Manual for each individual job order performed hereunder
- 13. Wage Rate(s) identified in the Project Manual for each individual job order performed hereunder

**APPROVED:**

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

\_\_\_\_\_  
<Contractor's Signatory Authority>  
<Company Name>

I, \_\_\_\_\_, certify that I am *Secretary* of the corporation named above and that \_\_\_\_\_, who signed said Contract on behalf of the corporation, was then *President* of said corporation and that said Contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corporate Secretary

**APPROVED:**

\_\_\_\_\_  
Ken Zellers, Acting Commissioner  
Office of Administration



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

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

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

First being duly sworn on oath states: that

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

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

a  sole proprietorship  partnership  
 limited liability company (LLC)

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

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

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

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

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

|      |
|------|
| DATE |
|------|

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**NOTARY INFORMATION**

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



**SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, THAT we \_\_\_\_\_

as principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto the

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

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

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

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

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

(Insert Project Title and Number)

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

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

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

**AS APPLICABLE:**

**AN INDIVIDUAL**

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

Signature: \_\_\_\_\_

**A PARTNERSHIP**

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

**CORPORATION**

Firm Name: \_\_\_\_\_

Signature of President: \_\_\_\_\_

**SURETY**

Surety Name: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address of Attorney-in-Fact: \_\_\_\_\_

Telephone Number of Attorney-in-Fact: \_\_\_\_\_

Signature Attorney-in-Fact: \_\_\_\_\_

**NOTE:** Surety shall attach Power of Attorney



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

- SUBSTITUTION PRIOR TO BID OPENING**  
 (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)
- SUBSTITUTION FOLLOWING AWARD**  
 (Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

- Product data for proposed substitution is attached (include description of product, standards, performance, and test data)
- Sample                       Sample will be sent, if requested

**QUALITY COMPARISON**

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

**PREVIOUS INSTALLATIONS**

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

**SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT**

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|                                     |
|-------------------------------------|
| <b>REASON FOR SUBSTITUTION</b>      |
| <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |

|   |
|---|
| <b>DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?</b> |
| <input type="checkbox"/> YES <input type="checkbox"/> NO      |
| IF YES, EXPLAIN _____<br><hr/> <hr/> <hr/> <hr/>              |

|  |
|--|
| <b>SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK</b> |
| <input type="checkbox"/> YES <input type="checkbox"/> NO                               |

|   |
|---|
| <p><b>BIDDER’S/CONTRACTOR’S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:</b></p> <p>We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.</p> |
|---|

|                   |      |
|-------------------|------|
| BIDDER/CONTRACTOR | DATE |
|-------------------|------|

|  |
|--|
| <b>REVIEW AND ACTION</b>   |
| <input type="checkbox"/> Resubmit Substitution Request with the following additional information:<br><hr/> |
| <input type="checkbox"/> Substitution is accepted.   |
| <input type="checkbox"/> Substitution is accepted with the following comments:<br><hr/>                    |
| <input type="checkbox"/> Substitution is not accepted.   |

|                    |      |
|--------------------|------|
| ARCHITECT/ENGINEER | DATE |
|--------------------|------|



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

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at  
 \_\_\_\_\_  
 (ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this            day of            , 20    .

|                       |
|-----------------------|
| NAME OF SUBCONTRACTOR |
|-----------------------|

|                            |
|----------------------------|
| BY (TYPED OR PRINTED NAME) |
|----------------------------|

|           |
|-----------|
| SIGNATURE |
|-----------|

|       |
|-------|
| TITLE |
|-------|

ORIGINAL: FILE/Closeout Documents



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

**MBE/WBE/SDVE PROGRESS REPORT**

Remit with ALL Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

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

PROJECT TITLE

PROJECT LOCATION

FIRM

ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment)  
\$

TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment)  
\$

THE TOTAL MBE/WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: \$

| SELECT MBE, WBE, SDVE   | ORIGINAL CONTRACT PARTICIPATION AMOUNT | PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes) | CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME |
|---|--|--|--|
| <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVE | \$                                     | \$   |  |
| <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVE | \$                                     | \$   |  |
| <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVE | \$                                     | \$   |  |
| <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVE | \$                                     | \$   |  |
| <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVE | \$                                     | \$   |  |
| <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVE | \$                                     | \$   |  |



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

PROJECT NUMBER

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

State of \_\_\_\_\_ personally came and appeared \_\_\_\_\_

(NAME)

of the \_\_\_\_\_

(POSITION)

(NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements

and with Wage Determination No: \_\_\_\_\_ issued by the

Department of Labor and Industrial Relations, State of Missouri on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

in carrying out the contract and working in connection with \_\_\_\_\_

(NAME OF PROJECT)

Located at \_\_\_\_\_ in \_\_\_\_\_ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSEY OR BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

**USE RUBBER STAMP IN CLEAR AREA BELOW**

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

# GENERAL CONDITIONS

## INDEX

ARTICLE:

**1. General Provisions**

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

**2. Owner/Designer Responsibilities**

**3. Contractor Responsibilities**

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

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

**5. Construction and Completion**

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

**6. Bond and Insurance**

- 6.1. Bond
- 6.2. Insurance

**7. Termination or Suspension of Contract**

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



## SECTION 007213 - GENERAL CONDITIONS

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

## ARTICLE 1 – GENERAL PROVISIONS

### ARTICLE 1.1 - DEFINITIONS

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

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

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

## ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

#### **ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT**

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

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

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

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

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

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

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

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

#### **ARTICLE 1.5 - ANTI-KICKBACK**

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

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

#### **ARTICLE 1.6 - PATENTS AND ROYALTIES**

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

#### **ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES**

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

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

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

#### **ARTICLE 1.8 - COMMUNICATIONS**

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

#### **ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION**

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

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

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

#### **ARTICLE 1.10 - ASSIGNMENT OF CONTRACT**

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

#### **ARTICLE 1.11 - INDEMNIFICATION**

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

#### **ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS**

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

#### **ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES**

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

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

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

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

### **ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES**

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

#### **ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS**

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

### ARTICLE 3.2 -- SUBMITTALS

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

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

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

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

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

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

### ARTICLE 3.3 – AS-BUILT DRAWINGS

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

### ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

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

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

**B. Extended Warranty**

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

**ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS**

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

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

- B. Contractor shall, at all times, enforce strict discipline and good order among his employees,



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

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

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

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

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

## **ARTICLE 3.7 -- SUBCONTRACTS**

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

## **ARTICLE 4 -- CHANGES IN THE WORK**

### **4.1 CHANGES IN THE WORK**

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

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

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

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

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

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

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

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

#### **ARTICLE 4.2 – CHANGES IN COMPLETION TIME**

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

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

#### **ARTICLE 5 - CONSTRUCTION AND COMPLETION**

##### **ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT**

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

## ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

## ARTICLE 5.3 -- PROJECT COMPLETION

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

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

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

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

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

#### **ARTICLE 5.4 -- PAYMENT TO CONTRACTOR**

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

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

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

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

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

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

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

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

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

**ARTICLE 6 -- INSURANCE AND BONDS**

**ARTICLE 6.1 -- BOND**

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

**ARTICLE 6.2 – INSURANCE**

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

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

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

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

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

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



to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

\$2,000,000 annual aggregate

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

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

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

## ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

### ARTICLE 7.1 - FOR SITE CONDITIONS

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

### ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

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

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

#### **ARTICLE 7.3 -- FOR CONVENIENCE**

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

**SECTION 012600 – CONTRACT MODIFICATION PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
  - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
  - 2. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 3. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Contract Change requirements.

**1.3 REQUESTS FOR INFORMATION**

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

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

#### **1.4 MINOR CHANGES IN THE WORK**

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

#### **1.5 PROPOSAL REQUESTS**

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

#### **1.6 CONTRACT CHANGE PROCEDURES**

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

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

### **PART 3 - EXECUTION**

#### **3.1 REFERENCED FORMS**

- A. The following forms can be found on our website at <https://oa.mo.gov/facilities/vendor-links/architectengineering-forms> or <https://oa.mo.gov/facilities/vendor-links/contractor-forms>:

1. Request for Information
2. Designer's Supplemental Instructions
3. Request for Proposal
4. Contract Change
5. Contract Change Detailed Breakdown – SAMPLES
6. Contract Change Detailed Breakdown – General Contractor (GC)
7. Contract Change Detailed Breakdown – Subcontractor (SUB)

**END OF SECTION 012600**

**SECTION 013100 – COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 COORDINATION**

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

3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Startup and adjustment of systems.
  8. Project Closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### **1.4 SUBMITTALS**

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.



1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.5 PROJECT MEETINGS

- A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.
  1. Minutes: Contractor will record and distribute the meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
  1. Minutes: Contractor will record and distribute the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related RFIs
    - d. Related Contract Changes
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. Review of mockups
    - i. Possible conflicts
    - j. Compatibility problems
    - k. Time schedules
    - l. Weather limitations

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

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****END OF SECTION 013100**

**SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

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

- h. Construction Photographs.
  - i. Drawings.
  - j. Supplemental Sketches.
  - k. Schedules.
  - l. Specifications.
  - m. Request for Proposals
  - n. Designer's Supplemental Instructions
  - o. Punch Lists
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
- a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
  - b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
  - c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
- 1. Providing suitable computer systems for each licensed user at the users normal work location<sup>1</sup> with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
  - 2. Each of the above referenced computer systems shall have the following minimum system<sup>2</sup> and software requirements:
    - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
      - 1) Operating System: Windows XP or newer
      - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
      - 3) Minimum Recommend Connection Speed: 256K or above
      - 4) Processor Speed: 1 Gigahertz and above
      - 5) RAM: 512 mb
      - 6) Operating system and software shall be properly licensed.

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

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

- 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
- 8) Adobe Acrobat Reader (current version is a free distribution for download).
- 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable.)**

**END OF SECTION 013115**

**SECTION 013200 – SCHEDULE – BAR CHART****GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**PART 2 - PRODUCTS – (Not Applicable)****PART 3 - EXECUTION****3.1 SUBMITTAL PROCEDURES**

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.
1. The Schedule of Values must have the following line items included with the value of the item as indicated below:
    - a. O&M's (Owner's Manual)
      - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
    - b. Close Out Documents
      - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
    - c. General Conditions
      - 1) No more than 10%
- B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated

Schedule shall reflect any changes in the logic, sequence, durations, or completion date. Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

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

### 3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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



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

- c. Completion of mechanical installation
- d. Completion of the electrical portion of the Work
- e. Substantial Completion

### **3.3 SCHEDULE OF SUBMITTALS**

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.
- B. Prepare the schedule in chronological order. Provide the following information
  - 1. Scheduled date for the first submittal
  - 2. Related Section number
  - 3. Submittal category
  - 4. Name of the Subcontractor
  - 5. Description of the part of the Work covered
  - 6. Scheduled date for resubmittal
  - 7. Scheduled date for the Designer's final release or approval
- C. Distribution: Following the Designer's response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
  - 1. Post copies in the Project meeting room and temporary field office.
  - 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

### **3.4 SCHEDULE OF INSPECTIONS AND TESTS**

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
- B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
  - 1. Specification Section number
  - 2. Description of the test

3. Identification of applicable standards
  4. Identification of test methods
  5. Number of tests required
  6. Time schedule or time span for tests
  7. Entity responsible for performing tests
  8. Requirements for taking samples
  9. Unique characteristics of each service
- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

**END OF SECTION 013200**

**SECTION 013300 – SUBMITTALS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

- D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

### 1.3 SUBMITTAL PROCEDURES

- A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:
  - 1. Date of Submission
  - 2. Name of Project
  - 3. Location
  - 4. Section Number of Specification
  - 5. State Project Number
  - 6. Name of Submitting Contractor
  - 7. Name of Subcontractor
  - 8. Indicate if Item is submitted as specified or as a substitution

### 1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
  - 1. Dimensions
  - 2. Identification of products and materials included by sheet and detail number
  - 3. Compliance with specified standards
  - 4. Notation of coordination requirements
  - 5. Notation of dimensions established by field measurement
  - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 24"x36".

## 1.5 PRODUCT DATA

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

## 1.6 SAMPLES

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  - 1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:

- a. Specification Section number and reference
  - b. Generic description of the Sample
  - c. Sample source
  - d. Product name or name of the Manufacturer
  - e. Compliance with recognized standards
  - f. Availability and delivery time
2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
    - c. Refer to other Sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
    - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
  3. Field samples are full-size examples erected onsite to illustrate finishes, coatings, or finish materials and to establish the Project standard.
    - a. The Contractor shall comply with submittal requirements to the fullest extent possible. The Contractor shall process transmittal forms to provide a record of activity.

## 1.7 QUALITY ASSURANCE DOCUMENTS

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
  1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.

- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.
  - 1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
  - 2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
  - 3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
  - 4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

## **1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES**

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



## **SECTION 013513.10 – SITE SECURITY AND HEALTH REQUIREMENTS (OA)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
  - 1. Onsite burning is prohibited.
  - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
  - 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In

areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

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

### **3.3 SECURITY CLEARANCES AND RESTRICTIONS**

#### **A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK**

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background

checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/fmdc-contractor-id-badges>.

3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
7. The Contractor shall notify FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
8. Upon award of a Contract, the Contractor should contact FMDC at [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

### **3.4 DISRUPTION OF UTILITIES**

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

**END OF SECTION 013513.10**

## **SECTION 013513.13 – SITE SECURITY AND HEALTH REQUIREMENTS (DESE)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

- A. List of required submittals:
  - 1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
  - 2. Schedule of proposed shutdowns, if applicable.
  - 3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.
  - 4. “No Asbestos and No Lead” certification.
  - 5. Drug testing program and certification.

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 RULES OF THE FACILITY**

- A. No alcohol, drugs, guns, or other weapons are permitted anywhere at the Facility (i.e., inside or outside buildings, or anywhere on school grounds); violators will be referred to local law enforcement for prosecution.
- B. No tobacco or smoking products may be used anywhere at the Facility.

- C. Sexual harassment, offensive or fraternizing behavior, or foul language around or towards students or staff will not be tolerated. Violations by workers will result in one warning from the Facility Representative. Subsequent infractions will require permanent ejection of offending worker(s) from the jobsite, with no change to the contract schedule or additional cost to the State.
- D. The Contractor shall consider the safety of the Facility's students at all times, and shall maintain excavations, scaffolding/ladders, equipment, tools, and materials in as safe a manner as possible during and after working hours.
- E. Vehicles should be locked and parked in areas designated by the Facility Representative.
- F. Neither the Owner nor DESE assumes responsibility for the Contractor's vehicles, equipment, tools, or materials.
- G. The Contractor shall coordinate and communicate planned daily work activities with the Facility Representative at least two (2) working days in advance. This will allow time for the Facility Representative to consider temporarily relocating special education students whose health could be adversely affected by loud noises, chemical odors, temperature extremes, etc.

### **3.3 SECURITY CLEARANCES AND RESTRICTIONS**

#### **A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK**

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/fmdc-contractor-id-badges>.
3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's

fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
7. The Contractor shall notify FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
8. Upon award of a Contract, the Contractor should contact FMDC at [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

### **3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

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

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

### **3.5 NO ASBESTOS AND NO LEAD CERTIFICATION REQUIREMENTS**

- A. No asbestos containing material (> 1.0% asbestos by dry weight) or lead containing material (> 0.06% or 600ppm/10,000ppm lead by dry weight) shall be included in any project submittals or physically installed during construction work on this project.
- B. USEPA regulations exclude local education agencies (i.e., DESE MSB, MSD, & SSSH) from the requirements of inspection, sampling, and analysis of homogenous areas that have been newly constructed or repaired/replaced in special education school buildings; where an Architect or Project Engineer responsible for the construction, or an Accredited Inspector, provides a signed statement that no asbestos (or lead) was specified, or used, as a building material (or system component) in any project construction documents, or physically installed as part of the project work. It is recommended that the Contractor research each material/component used on the job to verify that it contains no asbestos or lead (i.e., look at manufacturer's cut-sheet specifications, Material Safety Data Sheets, DOT shipping classification, or even contact the manufacturer for their verification); then, the Contractor should write on each project submittal: "To the best of my knowledge, items covered by this submittal contain no asbestos or lead containing material".
- C. Contractor Certification Requirement
  1. Prior to final payment, the Contractor shall submit a signed letter on company letterhead certifying that, to the best of its knowledge, no asbestos or lead



containing materials were used or installed during the work. The Contractor shall address the letter to the Service Level Manager/ Designated Person for FMDC, at P.O. Box 809, Jefferson City, MO 65102, and (if applicable) to the Architect or Project Engineer. The letter shall reference the Site/Facility Name, Project Number, Project Title, and shall include the following statement:

“The Contractor certifies, to the best of its knowledge, that no asbestos containing material (> 1.0% asbestos by dry weight) or lead containing material (> 0.06% or 600ppm/10,000ppm lead by dry weight) was included in any project submittals or physically installed during construction work on this project. Contractor agrees to pay all costs incurred by the Owner discovering, abating, and/or restoring any component or portion of the work that is later found to include an asbestos or lead containing material in excess of these limitations.”

**D. Architect or Project Engineer Certification**

1. As part of the final as-built/close-out document submittal requirements, it is requested that the Project Architect or Engineer (or Accredited Inspector as a last resort) responsible for design and submittal approval, submit a signed letter on company letterhead that references the Site/Facility Name, Project Number, Project Title, and includes the following statement:

“As the Designer, or Accredited Inspector, I certify, to the best of my knowledge, that no asbestos containing material (> 1.0% asbestos by dry weight) or lead containing material (> 0.06%, or, 600ppm/10,000ppm lead by dry weight) was specified in the construction documents, or approved for installation by the Contractor during construction work, on this project.”

**3.6 DRUG & ALCOHOL TESTING PROGRAM CONTRACTUAL REQUIREMENT -  
(1 CSR 30-7.010)**

**A. BASIS AND LEGAL REQUIREMENTS**

1. In an effort to create safe and healthy schools and workplaces, the State of Missouri requires that Contractors and Subcontractors shall maintain and enforce a written substance abuse testing program for public works construction projects on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. This policy is not intended to be a substitute for the Contractor’s or Subcontractor’s complete written substance abuse policy. These requirements shall be the minimum requirements for complying with Section 161.371, RSMo, and may be supplemented at the discretion of the Contractor or Subcontractor.
2. The State of Missouri has a vital interest in protecting the safety of students and maintaining safe, healthful, and efficient working conditions for both the state and its’ Contractors’ and Subcontractors’ employees; and has determined that the educational and work environment is safer and more productive without the presence of illegal or inappropriate drugs, alcohol, or other substances in the body or on state property on which any state elementary or secondary school is located or being constructed or improved.
3. The use of illegal drugs, on or off duty, is inconsistent with law-abiding behavior expected of all persons. The use of illegal drugs, or abuse of alcohol or prescription drugs, may impair the ability of employees to perform tasks that are critical to proper work performance. The result is an increase in accidents and failures that pose a serious threat to the safety of all students, employees, visitors and the general public. Impaired employees also tend to be less productive, less reliable

and prone to greater absenteeism, resulting in the potential for increased cost and delays in the timely completion of contracts.

## **B. CONTRACTUAL REQUIREMENTS**

1. Each contract entered into for the performance of work on any public and charter elementary or secondary project subject to the control of the State of Missouri shall require that each Contractor and each Subcontractor have in place a drug and alcohol testing program consistent with this rule. These contractual requirements shall apply to Contractor and Subcontractor employees on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri, including workers, new hires, replacements, and supervisory personnel. The Contractor and all Subcontractors shall comply with this contractual requirement. The State of Missouri shall determine, in its sole discretion, when this contractual requirement shall be applicable; and in such instances, any bid submitted in response to a request for proposal shall comply with this contractual requirement.
2. In order to be eligible to perform work on public and charter elementary and secondary education construction projects that are subject to the control by the State of Missouri, a Contractor must have and enforce a written drug and alcohol testing program incorporating the following testing requirements, terms and conditions applicable to all its employees, prospective employees and Subcontractors. Neither employee nor prospective employee of a Contractor or Subcontractor shall be permitted to work on public and charter elementary and secondary education construction projects that are subject to this rule unless such employee submits to testing as required by the contractual requirement required by this rule.
3. Each Contractor and Subcontractor subject to this rule shall train its' supervisory employees in methods that will allow them to recognize the signs and symptoms of substance abuse and to take action provided by this contractual requirement in a manner consistent with generally accepted safety training procedures.
4. Each Contractor and Subcontractor subject to this rule is responsible for the cost of developing, implementing, and enforcing its drug and alcohol testing program, including the cost of drug and alcohol testing of its employees provided by the contractual requirement required by this rule.
5. Each Contractor shall furnish a copy of its drug and alcohol testing program and certify that it and its' Subcontractors are in compliance with the provisions of this rule to the State of Missouri at the time it submits a bid for any contract with the State of Missouri for work on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. Additionally, each Subcontractor shall furnish a copy of its substance abuse testing program to the Contractor prior to commencement of work on public and charter elementary and secondary education construction projects that are subject to this contractual requirement. The Contractor may reject a Subcontractor's program as noncompliant with the contractual requirement required by this rule.

## **C. TESTING REQUIREMENTS**

1. **PRE-ENGAGEMENT TESTING:** Testing for all substances other than alcohol as described in this rule shall be conducted by each Contractor and Subcontractor for its employees or prospective employees within 120 days prior to any employee's appearance on a public and charter elementary and secondary education

construction project that is subject to this contractual requirement. Contractors' or Subcontractors' employees that can provide certification of a previous drug test occurring within 120 days or employees that have been subject during the preceding consecutive two (2) years to a random and periodic selection program that meets the standards as set forth in this rule and, if the employee actually has been tested, that indicates a negative result for each of the substances listed herein, may be exempted from pre-engagement testing provided by this rule. If the employee was not employed by the Contractor or Subcontractor that is his or her current employer at the time of the previous test, the employee may be exempted from pre-engagement testing only upon certification of the non-negative test directly from the administrator of the testing program that conducted the previous test.

2. **RANDOM TESTING:** All employees of the Contractor and Subcontractor shall be subject to random testing by the Contractor or Subcontractor. For employees holding a commercial driver license, the annualized drug and alcohol testing rate shall comply with 49 CFR Part 382, as may be amended from time to time and similar applicable regulations of the Federal Highway Administration. All other employees of the Contractor or Subcontractor shall be subject to testing for all substances other than alcohol at the random annualized selection rate of fifty (50) percent of the Contractor's or Subcontractor's employees. Employees selected for random testing shall report in a timely manner to the drug and alcohol testing laboratory or collection site where directed for drug and/or alcohol testing.
3. **PERIODIC TESTING:** All employees working on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to periodic and random testing for all substances other than alcohol on at least a biannual basis. Employees subject to periodic testing shall report in a timely manner as directed to the drug and alcohol testing laboratory or collection site for drug testing.
4. **REASONABLE SUSPICION TESTING:** All employees of the Contractor and Subcontractor on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to a drug and alcohol test when an employee is acting in an abnormal manner that leads a supervisory employee of the Contractor or Subcontractor to have reasonable suspicion that the employee is under the influence of alcohol or controlled substances. Reasonable suspicion means suspicion based on specific personal observations by the supervisory employee concerning the appearance, behavior, speech or breath odor of the employee.
5. **POST-ACCIDENT/INCIDENT TESTING:** All employees of Contractors and Subcontractors on public and charter elementary and secondary education construction projects who are subject to this rule shall be subject to a drug and alcohol test following an on-the-job injury requiring medical treatment or following a serious or potentially serious incident, including near misses, during which safety precautions were violated, persons were or could have been injured, unsafe instructions or orders were given, vehicles, equipment, or property was damaged, careless acts were performed, or when prescribed personal protective or safety equipment was not worn. Employees involved or who may have contributed to the incident, shall be subject to a drug and alcohol test. If it is impossible or impractical, because of the physical condition of the person involved in the accident to be subjected to drug and alcohol testing; and if in subsequent medical treatment, that person's blood or other bodily fluid will be drawn, then that blood or other bodily fluids may be analyzed for drugs and alcohol.

#### **D. SUBSTANCE ABUSE TESTING PROTOCOLS**

1. A Contractor or Subcontractor subject to the provisions of this rule shall perform pre-engagement, random, periodic, reasonable suspicion, and post-accident/incident testing in the following manner:
  - a. Drug Testing
    - 1) All urine samples collected under this program shall be analyzed by a laboratory certified by the National Institute on Drug Abuse/Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography /Mass Spectrometry (GC/MS) confirmation test. All samples confirmed by the laboratory as non-negative shall be interpreted as positive or negative by a Medical Review Officer licensed by the American Association of Medical Review Officers, American College of Occupational and Environmental Medicine, Medical Review Officer Certification Council, or American Society of Addiction Medicine.
  - b. Alcohol Testing
    - 1) The initial screening tests for alcohol shall be performed by using either a saliva test or a DOT approved breathalyzer.
    - 2) Alcohol confirmatory tests shall be performed by either a blood alcohol test or a DOT approved breathalyzer.
2. Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.
3. The program shall require notification to the employer and employee of the results of any non-negative drug and alcohol test and the Division of Facilities Management, Design and Construction shall be notified of the action taken to protect the safety of students as a result of such positive test, provided that no requirement of individual confidentiality of test results provided by federal law or regulation or state statute shall be violated in providing such notifications.

#### **E. THRESHOLD LIMITS**

1. All samples collected shall be analyzed by a laboratory certified by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the substances and levels of such substances provided by 49 CFR Part 40 and for alcohol as provided by 49 CFR Part 382, as may be amended from time to time. The levels that shall be deemed to result in a negative test result shall be defined by 49 CFR Part 40 and 49 CFR Part 382, as may be amended from time to time; provided that if such regulations shall no longer define substances and testing levels in the future, testing as required by this rule

shall screen for the following substances that shall not exceed the following levels in order to be deemed a negative test result:

| (EMIT) Confirmed<br>Initial Level<br>(ng/ml) | Cut-Off Level<br>(ng/ml) | (GC/MS) Confirmation Test |
|--|--------------------------|---------------------------|
| Drugs tested -----                           |                          |                           |
| *Amphetamines                                | 500                      | 250                       |
| Barbiturates                                 | 300                      | 200                       |
| Benzodiazepines                              | 300                      | 200                       |
| Cocaine Metabolite                           | 150                      | 100                       |
| Cannabinoids (Marijuana THC)                 | 50                       | 15                        |
| Methadone                                    | 300                      | 200                       |
| Opiates:                                     |                          |                           |
| Codeine/Morphine                             | 2000                     | 2000                      |
| Heroin Metabolite                            | 10                       | 10                        |
| Phencyclidine (PCP)                          | 25                       | 25                        |
| Propoxyphene                                 | 300                      | 200                       |
| Breath/Blood Alcohol Content (BAC)           | .04%                     | .04%                      |
| Removal from jobsite (BAC)                   | .0200-.0399%             | .0200%-.0399%             |

\*Note – includes Amphetamines, Methamphetamines and Ecstasy (MDMA).

**F. REFUSAL TO SUBMIT TO TESTING/CONFIRMED POSITIVE RESULTS**

1. Any employee of a Contractor or Subcontractor performing any duties or work that are subject to this rule who refuses to submit to testing or receives a confirmed positive test result for any of the substances indicated in Section E shall be required to immediately leave the construction site and be prohibited from returning to any construction site subject to control of the State of Missouri until evidence is provided of the completion of the reinstatement procedures as set forth in section G.
2. Determination for Violation of Policy
  - a. A confirmed positive drug or alcohol test.
  - b. Failure to contact the Medical Review Officer as directed.
  - c. Failure to report as directed for random testing.
  - d. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee with such ingested substances for non-medical reasons on a public and charter elementary and secondary education construction project subject to the control of the State of Missouri.
  - e. Working, reporting to work, being on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri, or in a state or employer owned, leased or rented vehicle, while under the influence of alcohol (0.04% BAC or greater).

- f. Switching, adulterating or attempting to tamper with any sample submitted for drug or alcohol testing or otherwise interfering or attempting to interfere with the testing process.
- g. Refusal to submit a specimen for testing shall be deemed to be a positive test result and shall be subject to the same consequences as specimens tested and confirmed as positive.
- h. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

#### **G. REINSTATEMENT PROCEDURES**

- 1. An employee receiving a confirmed positive test result for any of the substances indicated in Section 5 may return to work on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri only after the following conditions have been satisfied:
  - a. Evidence is submitted to the Contractor or Subcontractor that the employee has completed or is actively participating in an approved drug/alcohol assessment, treatment, and/or counseling program. The costs of this assessment, treatment or program need not be borne by the Contractor or Subcontractor.
  - b. Evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of Sections E and F of this rule. The costs of this subsequent retesting need not be borne by the Contractor or Subcontractor.
  - c. The employee shall be subject to additional random drug and alcohol testing on a monthly basis while on any public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri. The costs of this additional testing, treatment or program need not be borne by the Contractor or Subcontractor.
  - d. An employee known by the Contractor or Subcontractor to have previously had a positive test result who receives a second or subsequent confirmed positive test result in connection with subsequent testing required by this Section H of this rule shall be removed by the Contractor or Subcontractor from all public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. The employee shall not return to work on any public and charter elementary and secondary education construction project subject to this rule until that the employee has completed an approved drug/alcohol assessment, treatment, and/or counseling program; and until after evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of sections E and F of this rule and that indicates a blood alcohol concentration of less than 0.02 percent.

#### **H. COMPLIANCE DETERMINATION**

- 1. The State of Missouri may audit any substance abuse testing program implemented pursuant to this contractual requirement to verify compliance, upon at least 24 hours notice by the State to the Contractor of its intent to audit. The State shall have free access to all relevant records of the Contractor and its Subcontractors for this purpose.

2. Any portion of this program that is in violation of applicable federal or state law or regulation shall be deemed unenforceable.

### **3.7 DISRUPTION OF UTILITIES**

- A. The Contractor shall give a minimum of 72 hours written notice to the Construction Representative and Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.
- B. The contractor shall give a minimum of 72 hours written notice to the Construction Representative and Facility Representative before closing any access drives and shall make temporary access available if possible. The contractor shall not obstruct streets, walks, or parking.

**END OF SECTION 01 35 13.13**

## SECTION 013513.16 – SITE SECURITY AND HEALTH REQUIREMENTS (DOC)

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUBMITTALS

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

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
- B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.
- C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
- D. The Contractor shall provide Facility Representatives notice twenty-four (24) hours prior to any possible vehicle entry and/or required escort. The Contractor shall maintain a time log of any delays in gaining entrance to the Facility due to lack of an escort, which is to be submitted monthly with the Contractor's pay request materials. The purpose of this log is to establish a basis for a contract change, if required. The log shall contain the date and time of delay, date and time of request of entry, workers delayed (name and occupation), and name of the Facility Representative to whom the request was made, if possible. Any delay in entry must be validated by sallyport and pass office personnel at the Facility. Only delays greater than thirty (30) minutes will be considered for a contract change. A 30-minute delay upon arrival with a vehicle to enter the sallyport should be expected.



### 3.2 RULES OF THE FACILITY

A. The Contractor and its workers shall observe the following rules:

1. There shall be no fraternization with inmates.
2. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
3. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
4. No prescription drugs above one day's dosage shall be carried on Facility grounds.
5. Any vehicle or individual is subject to search at any time while on Facility grounds.
6. The vehicles of the Contractor and its workers shall be locked whenever unattended.
7. All tools and equipment shall be tightly secured during non-working hours in the Contractor's storage trailer or assigned area.
8. The Facility will not be responsible for the Contractor's tools, equipment, or materials. **The Contractor shall keep and maintain a current tool inventory.** The tool inventory shall be made available to Facility Representatives and the Owner upon request.
9. The Contractor shall report any missing tools to Facility Representatives immediately.
10. Smoking shall be permitted only in accordance with the regulations of the Facility.
11. Possession or use of smokeless tobacco or smokeless non-tobacco alternatives is strictly prohibited.

B. All workers shall be required to sign an acknowledgement of receipt of these rules.

### 3.3 SECURITY CLEARANCES AND RESTRICTIONS

#### A. DOC SECURITY CLEARANCE REQUIREMENTS

1. Prior to the commencement of any onsite work, the Contractor shall submit a list containing the name, date of birth, and Missouri driver's license number or social security number of all construction personnel to the Missouri Department of Corrections for the purpose of obtaining security clearances. The required information shall be submitted at the pre- construction meeting, or as otherwise directed by Department of Corrections' personnel. Any construction personnel with pending warrants or felony convictions within the last five (5) years or other offenses deemed to create a security risk by Department of Corrections shall not be allowed onsite. The Department of Corrections reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Facility.

### 3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

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

1. Onsite burning is prohibited.

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

### **3.5 TUBERCULOSIS TESTING REQUIREMENTS**

- A. All workers who will be in the confines of the Facility for more than ten (10) consecutive working days must provide proof of a negative tuberculin skin test. The test results must be no more than six (6) months old at the commencement of construction. The Contractor or the worker, not the Owner, shall pay the cost of the test.
- B. The Contractor shall submit to Facility Representatives current tuberculin skin test results for all workers who are required to have such a test in accordance with paragraph A above. If the contract period extends for more than twelve (12) months, the Contractor must provide new test results for all workers prior to the anniversary of the contract commencement date.
- C. Any worker required to have a tuberculin skin test under paragraph A above who fails or refuses to do so will be denied admission to the facility until such time as proof of the test results are provided.
- D. If any worker has a tuberculin skin test with positive results, the worker shall be denied access to the facility until the worker produces a certification from a physician licensed to practice in the State of Missouri that the worker does not have infectious tuberculosis.
- E. The Contractor shall not be entitled to any additional time or compensation if any of its workers are denied access to the facility because of failure to produce negative tuberculin skin test results.

- F. Failure or refusal of the Contractor to maintain and produce the required tuberculin skin test records shall be a material breach of this contract, which shall subject the Contractor to a declaration of default.

### 3.6 PREA FOR CONTRACTORS AND EMPLOYEES

- A. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- B. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- C. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- D. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
  - 1. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
    - a) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
    - b) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- E. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- F. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to

perform the requirements of the contract for any reason, the contractor shall be considered in breach.

### **3.7 DISRUPTION OF UTILITIES**

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

### **3.8 CELL PHONES AND ELECTRONIC DEVICES**

- A. Cell phones, pagers, smart watches (that can send/receive messages), fitness wrist bands (that can send/receive messages) or other electronic devices are not permitted.
  - 1. Contractors, repairpersons, or information technology services department staff may be permitted to bring in a cell phone and portable wireless router (Wi-Fi, MiFi, etc.) if approved by the Chief Administrative Officer (CAO) when the phone is necessary to complete job duties relating to repairs on a case by case basis.
  - 2. Tablets (iPad, etc.) are not allowed with the exception of for re-entry purposes and approved via the division of adult institutions (DAI) director and the re-entry manager.
  - 3. Lap top computers may be permitted by the CAO on a case by case basis.

**END OF SECTION 013513.16**

## **SECTION 013513.19 – SITE SECURITY AND HEALTH REQUIREMENTS (DMH)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 RULES OF THE FACILITY**

- A. All workers and supervisors employed by the Contractor or any Subcontractors shall be made aware that the buildings and grounds are part of a Department of Mental Health facility and that:
  - 1. The residents/patients are to be treated with dignity.

2. All work performed in/at DMH facilities is to be completed in strict compliance with HIPPA regulations. Resident/patient privacy and confidentiality shall be maintained at all times. Photographic or audio recording of any nature and any discussion/disclosure regarding residents/patients is strictly prohibited.
  3. Construction activities shall not interfere with normal facility operation, except as otherwise arranged with and approved by the Facility Representative.
  4. Access to the Facility by emergency responders shall not be compromised at any time.
  5. Smoking is not permitted in State-operated buildings. Smoking on grounds shall be in accordance with Facility regulations and only as approved by Facility Management.
  6. Explosives or firearms and other weapons shall not be allowed onsite.
  7. Keys shall not be left in unattended vehicles. Vehicles shall be locked when not in use.
- B. Because of the persistent risk that residents/patients may cause harm to themselves or others, extreme caution and special care must be taken in the interest of safety.
1. Materials, tools, equipment and other construction apparatus, including, but not limited to, ropes, ladders, and flammable liquids, shall not be left unattended during working hours, and shall be securely stored during non-working hours. Secure storage includes lockable cabinets, rooms, trailers, and rigid fenced areas. The Construction Representative and the Facility Representative shall approve the location and use of exterior storage areas prior to their use.
  2. The Contractor shall submit an inventory of tools, equipment, and materials to the Construction Representative in advance.
  3. The Contractor shall report any missing tools, equipment, or material to the Construction Representative and Facility Representative. Unattended or unsecured tools, equipment, or material that poses a potential risk may be confiscated by Facility staff and returned only after completion of the appropriate request documents by the Contractor.
  4. Access to construction areas must be controlled at all times. Appropriate barriers must be erected to secure trenches, pits, wiring, etc.
  5. Construction debris and trash must be securely stored in approved containers or removed from the site at least daily.
- C. If the safety of residents/patients or staff is jeopardized because safety guidelines are not properly observed, the Facility Representative will notify the Construction Representative, who may stop the Work until the situation is resolved. In such case, the Work will resume only after the unsafe conditions have been corrected, and the Contractor is notified by the Construction Representative to resume the Work.

### **3.3 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
1. Onsite burning is prohibited.

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

### **3.4 SECURITY CLEARANCES AND RESTRICTIONS**

#### **A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK**

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor

approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/fmdc-contractor-id-badges>.

3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
7. The Contractor shall notify FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
8. Upon award of a Contract, the Contractor should contact FMDC at [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent



background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

### **3.4 SPECIFICATION OF REQUIRED INFECTION CONTROL PRECAUTIONS BY CLASS**

- A. This Section includes requirements for infection control in environments that residents/patients are housed in, dine in, or participate in program activities in or adjacent to the work area.
- B. The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied work areas.
- C. The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures – even for areas that the residents/patients do not occupy during construction.
- D. Class I – Inspection/minor maintenance activities
  - 1. Class I work includes, but is not limited to, removal of ceiling tiles for visual inspection, painting (but not sanding), wall covering, electrical trim work, minor plumbing and activities that do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
  - 2. For all Class I work, the Contractor shall employ the following precautionary measures during the project:
    - a) Perform work using methods appropriate to the work to minimize dust.
    - b) Immediately replace any ceiling tile displaced for visual inspection.
- E. Class II – Small-scale, short duration activities that create minimal dust
  - 1. Class II work includes, but is not limited to, installation of telephone and computer cables, access to chase spaces, cutting of walls or ceilings where dust migration can be easily controlled.
  - 2. For all Class II work, the Contractor shall employ the following precautionary measures during the project:
    - a) Provide at least two (2), fully charged, ten pound (10#), ABC fire extinguishers in the work area for the duration of the project.
    - b) Shut down or isolate the HVAC system in the area where the work is being performed.
    - c) Seal unused doors with duct tape.
    - d) Place “sticky mat” at entrance and exit of work area.
    - e) Provide active means to prevent airborne dust from dispersing into the atmosphere.
    - f) Water-mist work surfaces while cutting to control dust.

- g) Wet mop and /or vacuum with HEPA-filtered vacuum before leaving the work area.
        - h) Securely contain construction waste before transport in tightly covered containers.
- F. Class III – Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components
  - 1. Class III work includes, but not limited to, sanding walls for painting or wall coverings, removing any floor coverings, ceiling tiles and casework; new wall construction, minor ductwork, or electrical work above ceiling; major cabling activities and any activity that cannot be completed within a single work shift.
  - 2. For all Class III work, the Contractor shall employ the following precautionary measures during the project:
    - a) Provide at least two (2), fully charged, ten pound (10#), ABC fire extinguishers in the work area for the duration of the project.
    - b) Shut down or isolate the HVAC system in the area where the work is being performed to prevent contamination of the duct system.
    - c) Complete all critical barriers BEFORE construction begins, and maintain for duration of the work.
    - d) Maintain negative air pressure within the worksite.
    - e) Upon completion of the work vacuum the work area with HEPA filtered vacuums.
    - f) Wipe down all hard surfaces and wet mop with disinfectant.
    - g) Remove barrier materials from the work area carefully to minimize spreading dirt and debris associated with construction. Remove barriers ONLY AFTER the complete project has been thoroughly cleaned.
    - h) Securely contain construction waste before transport in tightly covered containers.
- G. Class IV – Activities involving heavy demolition and construction
  - 1. Class IV work includes, but not limited to, heavy demolition or removal of a complete ceiling system, and any new construction, etc., and activities that require consecutive work shifts.
  - 2. For all Class IV work, the Contractor shall employ the following precautionary measures during the project:
    - a) Provide at least two (2), fully charged, ten pound (10#), ABC fire extinguishers in the work area for the duration of the project.

- b) Shut down or isolate the HVAC system in area where the work is being performed to prevent contamination of duct system.
- c) Complete all critical barriers BEFORE construction begins, and maintain for duration of the work.
- d) Seal holes, pipes, conduits, and punctures appropriately.
- e) Maintain negative air pressure within the worksite.
- f) Construct an anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum before leaving the worksite; OR they can wear cloth or paper coveralls that are removed each time they leave the worksite.
- g) All personnel entering the worksite are required to wear shoe covers.
- h) Upon completion of the work vacuum the work area with HEPA filtered vacuums.
- i) Wipe down all hard surfaces and wet mop with disinfectant.
- j) Remove barrier materials from the work area carefully to minimize spreading dirt and debris associated with construction. Remove barriers ONLY AFTER the complete project has been thoroughly cleaned.
- k) Securely contain construction waste before transport in tightly covered containers.

### **3.5 DISRUPTION OF UTILITIES**

- A. The Contractor shall give a minimum of 72 hours written notice to the Construction Representative and Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.
- B. The contractor shall give a minimum of 72 hours written notice to the Construction Representative and Facility Representative before closing any access drives and shall make temporary access available if possible. The contractor shall not obstruct streets, walks, or parking.

**END OF SECTION 013513.19**

## **SECTION 013513.22 – SITE SECURITY AND HEALTH REQUIREMENTS (DYS)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 RULES OF THE FACILITY**

- A. Construction personnel shall not fraternize with the youths.
- B. The Contractor shall be aware that youths are circulating on the Facility grounds at all times, and shall take necessary steps to prevent the youths from having unauthorized contact with equipment, tools, or work areas.
- C. Prior to commencing any work at the Facility, the Contractor shall consult with the Construction Representative and Facility Representative regarding aspects of this Work that might impact safety of the youths, and establish procedures for the controlled entry of construction personnel, equipment, and materials into the work area

- D. The Contractor shall ensure that materials, tools, and construction apparatus are stored in a manner inaccessible to residents during non-working hours. During working hours, these items shall be under the observation of or in personal possession of the Contractor's personnel at all times.
- E. The Facility will not be responsible for the Contractor's tools, equipment, or materials. The Contractor shall report any missing tools or materials to the facility immediately.
- F. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
- G. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
- H. No prescription drugs above one day's dosage shall be carried on Facility grounds.
- I. The vehicles of the Contractor and its workers shall be locked whenever unattended, and shall have the keys removed.

### **3.3 SECURITY CLEARANCES AND RESTRICTIONS**

#### **A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK**

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/fmdc-contractor-id-badges>.
3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have

been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.

5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
7. The Contractor shall notify FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
8. Upon award of a Contract, the Contractor should contact FMDC at [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

### **3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

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

- B. The Contractor shall not obstruct streets or walks without permission from the Owner's Construction Representative and Facility Representatives.
- C. The Contractor's personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.
- D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils in storm or sanitary drains.
- E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste, and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.
- F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner's Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
- G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.
- H. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

### **3.5 DISRUPTION OF UTILITIES**

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

**END OF SECTION 013513.22**

## **SECTION 013513.25 – SITE SECURITY AND HEALTH REQUIREMENTS (MSHP)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
  - 1. Onsite burning is prohibited.
  - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
  - 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of



flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

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

### **3.3 MSHP SECURITY CLEARANCE REQUIREMENTS**

- A. Contractor Background Screening Policy: As a normal business activity, the Missouri State Highway Patrol (MSHP) may contract with external companies to perform various duties for the Missouri State Highway Patrol. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. A contractor's proposed candidate may also be required to undergo a MSHP approved drug screening. This background check requirement will be included as part of all PAQs or solicitations for bids. The contract/PAQ award is contingent upon the proposed candidate background checks being completed.
- B. This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States, the contractor will submit similar documentation from their respective country. Qualification to work on contract will be based upon the following criteria:
  - 1. A felony conviction or guilty plea will be an automatic disapproval of the candidate.
  - 2. Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
  - 3. Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.

4. Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.
- C. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.
- D. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.
- E. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.
- F. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.
- G. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.
- H. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.
- I. Contractors working on-site and/or need **escorted access** are required to provide name, date of birth and social security number to enable the MSHP to run a name based background check prior to their arrival on-site.
- J. Contractors working on-site with **unescorted access and/or need access to our network** are required to submit fingerprints. Required fields for print cards are as follows:
  1. ORI: MOMHP0070
  2. OCA: CONTRACTOR
  3. Employer and Address: COMPANY NAME AND ADDRESS
  4. Reason Fingerprinted: CONTRACTOR
- K. Contractors may submit fingerprints either at the MSHP General Headquarters, Annex Building, front office located at 1510 East Elm Street, Jefferson City, MO 65109, or may go to their local law enforcement agency to obtain a "copy" of their fingerprints (ten print or digital). There is a processing fee of \$33.25 per applicant. We accept check or money orders made payable to the "Criminal Record System Fund". Credit card and debit cards only accepted at our location, no cash please. Fingerprints with processing fee can be mailed to the address below:

Missouri State Highway Patrol  
Criminal Justice Information Services Division  
Attn: Accounting, Annex Bldg.  
1510 East Elm Street

Post Office Box 9500  
Jefferson City, MO 65102-9500

- L. Once background checks are completed, results will be returned via encrypted email to the requestor. Processing time varies. Please contact the Security Audit and Compliance Unit for questions at 573-526-6153 x2658.

### **3.4 DISRUPTION OF UTILITIES**

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

**END OF SECTION 013513.25**

## **SECTION 013513.28 – SITE SECURITY AND HEALTH REQUIREMENTS (Veterans, State Fair, MONG)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
  - 1. Onsite burning is prohibited.
  - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
  - 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of

flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

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

### **3.3 SECURITY CLEARANCES AND RESTRICTIONS**

#### **A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK**

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks

and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/fmdc-contractor-id-badges>.

3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
7. The Contractor shall notify FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
8. Upon award of a Contract, the Contractor should contact FMDC at [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

### **3.4 DISRUPTION OF UTILITIES**

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

**END OF SECTION 013513.28**

## **SECTION 013513.31 – SITE SECURITY AND HEALTH REQUIREMENTS (DNR)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
  - 1. Onsite burning is prohibited.
  - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
  - 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of



flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

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

### **3.3 DISRUPTION OF UTILITIES**

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

**END OF SECTION 013513.31**

**SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution
  - 2. Temporary electric power and light
  - 3. Temporary heat
  - 4. Ventilation
  - 5. Telephone service
  - 6. Sanitary facilities, including drinking water
  - 7. Storm and sanitary sewer
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Temporary roads and paving
  - 3. Dewatering facilities and drains
  - 4. Temporary enclosures
  - 5. Hoists and temporary elevator use
  - 6. Temporary project identification signs and bulletin boards
  - 7. Waste disposal services
  - 8. Rodent and pest control
  - 9. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Temporary fire protection
  - 2. Barricades, warning signs, and lights
  - 3. Sidewalk bridge or enclosure fence for the site
  - 4. Environmental protection

### 1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

### 1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
  - 1. Building code requirements
  - 2. Health and safety regulations
  - 3. Utility company regulations
  - 4. Police, fire department, and rescue squad rules
  - 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”. ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities”.
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### 1.5 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- C. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide new materials. If acceptable to the Designer of Record and Owner's Representative the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Provide potable water approved by local health authorities.
- D. Open-Mesh Fencing: Provide 1.75" x 1.75" UV stabilized temporary construction plastic fabric fencing, 8' (2.4m) high, properly secured to galvanized steel pipe posts, 1 1/2" (38mm) ID for line posts and 2 1/2" (64mm) ID for corner posts; provide proper temporary securement for any/all existing site conditions. Fencing shall be provided around all construction debris dumpsters and/or other areas of construction activities to prevent/control access by facility clientele.

### **2.2 EQUIPMENT**

- A. General: Provide new equipment. If acceptable to the Designer of Record and Owner's Representative, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - 1. Arrange with "Agency and Facility" for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. Where deemed necessary, obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
  - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner's Representative or Designer of Record. Neither the Owner's Representative nor Designer of Record will accept cost or use charges as a basis of claims for Contract Change.
- B. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access, and as needed.
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Storage facilities: On-Site: limited storage is available within the area of the project as shown on the drawings – control/inventory of stored materials and tools shall be monitored and checked daily – contractor shall keep a daily inventory of tools stored on site and be able to present it to facility staff, when requested. All Job boxes shall be locked when not accessed and a key for the lock(s) shall be provided to the facility during the project.
- C. Construction Parking: Limited parking for construction personnel can be provided onsite inside the secure perimeter at locations approved by the facility. Additional parking can be made available outside the secure perimeter, at the facility, and in adjacent parking lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.
- D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
  - 1. Contractor shall be allowed to locate construction waste dumpsters in the staging area. All dumpsters shall be secured in accordance with 2.1-D of this section. Dumpster(s) shall be located such that they do not restrict proper egress from buildings.
  - 2. All construction waste dumpsters shall be kept covered with tarpaulins that meet the requirements of 2.1B of this section and that overlap the sides and are properly secured to the dumpster.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that

produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

### **3.5 OPERATION, TERMINATION AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Designer of Record and Owner's Representative requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housing.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

**END OF SECTION 015000**

## **SECTION 017400 – CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

- A. General
  - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
  - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  - 3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
  - 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.



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

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
  - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 3. Remove petrochemical spills, stains, and other foreign deposits.
  - 4. Remove tools, construction equipment, machinery, and surplus material from the site.

5. When required, remove snow and ice to provide safe access to the immediate jobsite/building.
  6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing
  7. natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  9. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  10. Remove labels that are not permanent labels.
  11. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
  12. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and other foreign substances.
  13. Leave the Project clean and ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

**END OF SECTION 017400**