

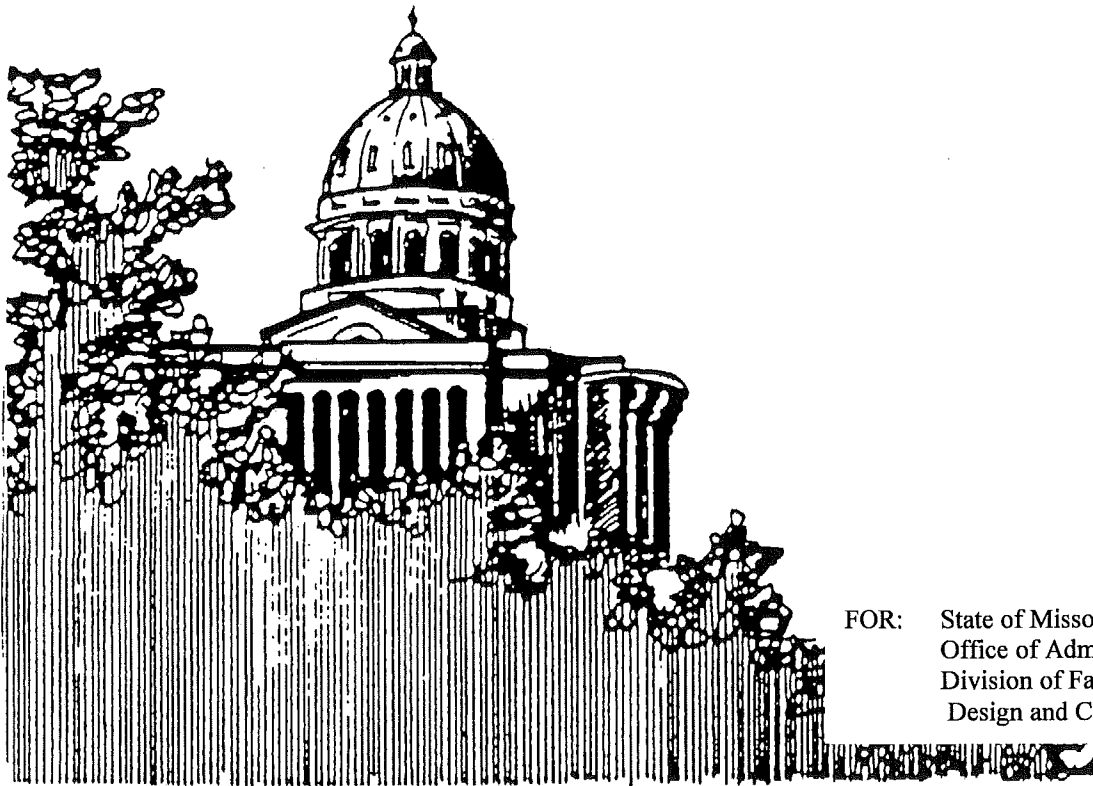
PROJECT MANUAL

TELECOM & DATA WIRING STATEWIDE CONTRACT

DESIGNED BY: Division of Facilities Management
Design & Construction
P. O. Box 809
301 West High
Jefferson City, Missouri

DATE ISSUED: 2/19/16

PROJECT NO.: 916SWDC



FOR: State of Missouri
Office of Administration
Division of Facilities Management,
Design and 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. TELECOM AND DATA WIRING
Project No.: 916SWDC

3.0 BIDS WILL BE RECEIVED:

- A. FIRST SUBMITTAL: 1:30 PM, March 10, 2016
- B. Place: Office of the Director, Division of Facilities Management, Design and Construction, Room 730, Truman State Office Building, 301 West High, PO Box 809, Jefferson City, Missouri 65102

4.0 DESCRIPTION:

- A. Scope: The contract shall be a fixed unit price, statewide contract for the performance of telephone and data equipment premise wire installation and maintenance. The work under the awarded contract could be used for various wire installation/maintenance scenarios ranging in size from small single line transfer to major installations or repairs due to employee/equipment relocation in state owned facilities and leased office space. The contract may be used for new building data wiring and installation as well as other maintenance and/or repairs to existing facilities which would result in telephone and data wire installation or maintenance.
- B. Estimated Size of Projects: Work Authorizations shall be based upon as needed if needed basis. There is no guarantee associated with this project regarding the total dollar amount or number of actual Work Authorizations that shall be issued under the established contract between the State of Missouri and the awarded Contractor.

5.0 PRE-BID MEETING:

- A. Place/Time: February 26, 2016, 10:00 AM., Conference Room 750, Truman State Office Building, 301 W. High Street, Jefferson City, MO
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. Request: View Only Electronic or paper bid sets are available at no cost from American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433.

NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above.

- B. Information for upcoming bids is available on the Division's web site -- <http://oa.mo.gov/facilities>
Plans, specifications and bidders lists are available on-line for bidders reference on American Document Solutions web site - <http://planroom.adsmo.net/>

7.0 POINT OF CONTACT:

- A. ITS, Telecommunications Manager, Nancy Bochat, phone # 573-751-5067, fax # 573-526-3299
- B. Project Manager, Contracts Unit, Section Manager, Tim Brazzell, phone # 573-526-3123, fax # 573-751-7277

8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.

Bid results are available after 3:00 PM the day of the bid opening by calling: (573) 751-5868.

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SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. These specifications have bound hereto a complete set of bidding forms. They are for the bidder's convenience only and are not to be detached from the specifications or filled out and executed. One set of unbound bid forms and labels will be furnished to each bidder and may be executed and submitted in a sealed envelope.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

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 <http://oa.mo.gov/fmndc/dc/list.htm>.

3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. 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 will 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.
- B. Approval for an "acceptable substitution" issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.
- C. An "acceptable substitution" requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.
- D. A request for "Acceptable Substitutions" shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City Missouri 65102.

5.0 - BIDS AND BIDDING PROCEDURE

- A. The bid procedure is a two-step submittal process. Bidders shall submit all submission forms and accompanying documents by the stated time or their bid will be rejected for being non-responsive. If the second submission is not received by the specified time, the entire bid will be rejected for being non-responsive. See the Invitation for Bid for when bid forms are to be submitted.

The following lists bid forms and documents which are due by the date and time listed in Section 001116, Invitation for Bid:

Due before stated date and time of bid opening (see IFB):

Bid Form Volume Original only which shall include but is not limited to:

004113	Bid Form (all pages are required)
004541	Affidavit of Work Authorization

Past Performance Volume Original and Three (3) copies

Technical Volume Original and Three (3) copies

- A. 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.
- B. 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 twelve (12) working days after such tender.
- C. 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. Bids from an individual shall be signed as noted on the Bid Form.
- B. Bids 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. Bids 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.

7.0 - RECEIVING BID SUBMITTALS

- A. Bid submittals are to be presented in sealed envelopes which shall be plainly marked with project title, bid date and bid time and delivered to the place specified in the Invitation for Bids. Bidders shall be responsible for actual delivery of bid submittals during business hours, and it shall not be sufficient to show that a submittal was dispatched in time to be received before scheduled closing time for receipt.
- B. Bidders are cautioned to allow ample time for transmittal of submittals by mail or otherwise. If a submittal is mailed, bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where it is to be received, and make due allowance for possible delays.
- C. Bidder's attention is directed to the fact that no submittal will be accepted or considered if delivered after the specified time for receipt.
- D.
 - 1. No telephonic, electronic mail, facsimile (FAX), or similar transmissions will be accepted or allowed for **BID SUBMITTALS**.
 - 2. It is the bidder's sole responsibility to assure receipt by Owner of both submittals by the dates and times specified in the Invitation for Bid.
- E. Submittals received prior to the time of opening will be securely kept, unopened. The division representative whose duty is to receive submittals will decide when the specified time for opening has arrived, and no submittal received thereafter will be considered. No responsibility will attach to any division representative for the early opening of a submittal not properly submitted.
- F. Submittals will be received separately or in combination as shown in and required by the Bid Form. Submittals will be completed so as to include insertion of all amounts for alternate bids, unit prices and cost accounting data, etc. Failure to complete all required information may be cause for rejection of bid.
- G. 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.
- H. Bidders prices shall include all city, state and federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work. **THIS PROJECT IS NOT TAX EXEMPT.**
- I. The completed forms shall be without interlineations, alterations or erasures. If contractor desires, he may request additional copies of forms.
- J. The Owner reserves the right to waive informalities in bid submittals and to reject any or all bids.

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. Modifications or corrections of any bid information previously submitted may only be made by letter or telegram. Modifications or corrections must be clearly marked with bid date, project name and number and received by the Owner prior to the scheduled closing time for receipt of bids in accordance with the following provisions:
 - 1. To maintain bid confidentiality and insure assignment to the proper bid, any such written request must be contained in a sealed envelope which is plainly marked "Modification of bid on (project title, project number and bid date)." Name and address of bidder should be on sealed envelope.
 - 2. No requests for modifications or correction of previously submitted bids will be accepted by telephone, facsimile (FAX) transmission or electronic mail.

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 at, <http://oa.mo.gov/fmdc/dc/contractorforms.htm> Information regarding a Memorandum of Understanding which is one form of appropriate documentation located at <https://e-verify.uscis.gov/enroll/>. Submittal of this form and appropriate documentation is required before the award of any contract. In addition the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers at any tier associated with this contract.

10.0 – SERVICE-DISABLED VETERAN’S

- 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. The State of Missouri has a goal of awarding three percent of all construction projects to service-disabled veterans. Furthermore, 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.
- C. 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/fmndc/dc/contractorforms.htm>.

11.0 - CONTRACT SECURITY

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

12.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
 - 1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

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SECTION 002213—SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – MBE/WBE/SDVE INSTRUCTIONS

1.0 DEFINITIONS

1. **"MBE"**: Minority Business Enterprise.
2. **"MINORITY"**:
 - a. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race;
 - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas; or
 - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan or Bangladesh.
3. **"MINORITY BUSINESS ENTERPRISE"**: A business concern which is at least fifty-one percent (51%) owned by one (1) or more minority as defined in 2. "MINORITY" above or in the case of any publicly-owned business, fifty-one percent (51%) of the stock of which is owned by one (1) or more minority as defined in 2. "MINORITY" above AND whose management and daily business operations are controlled by one (1) or more minority as defined herein.
4. **"WBE"**: Women Business Enterprise.
5. **"WOMEN BUSINESS ENTERPRISE"**: A business concern which is at least fifty-one percent (51%) owned by one (1) or more women or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one (1) or more women AND whose management and daily business operations are controlled by one (1) or more women.
6. **"SDVE"**: A Service-Disabled Veterans Enterprise.
7. **"SERVICE-DISABLED VETERAN"**: Any individual who is service disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.
8. **"SERVICE-DISABLED VETERANS ENTERPRISE"**: A service disabled veteran business as defined by Section 34.074, RSMo, meaning a business concern which is at least fifty-one percent (51%) owned by one (1) or more service-disabled veterans or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one (1) or more service-disabled veterans AND whose management and daily business operations are controlled by one (1) or more service disabled veterans.

2.0 MBE/WBE/SDVE PROGRAM REQUIREMENTS

- A. For bids where MBE, WBE and or SDVE goals are greater than zero percent (0%) as noted in this section "002213 – Supplementary Instructions to Bidders – MBE/WBE/SDVE Instructions" the following provisions shall apply:
- B. The Contractor is bound to subcontracting or obtaining materials in amounts not less than the dollar amount indicated in the awarded contract to MBE/WBE/SDVE (s) unless that amount is revised in writing by the Owner's representative.
- C. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, he must satisfactorily explain to the Director or his Designee why the requirement cannot be achieved and why meeting the requirement was beyond the Contractor's control.
- D. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
 1. Declaring the Contractor ineligible to participate in any Facilities Management, Design and Construction contracts for a period not to exceed twelve (12) months; and
 2. Directing that the Contractor be declared non-responsive to the "Invitation for Bid," or in breach of this contract.

- E. If a MBE, WBE, or SDVE is replaced during the course of this contract, the Contractor shall replace it with a similar MBE, WBE, or SDVE OR make a good faith effort to replace it with another MBE, WBE, or SDVE. All substitutions shall be approved by the Owners Representative.
- F. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. As a minimum, the dollar-value of work completed by each MBE, WBE, or SDVE subcontractor during the preceding month and as a cumulative total shall be reported with each application for payment. A final report shall include the total dollar-value of work completed by each MBE, WBE, and SDVE subcontractor during the total contract.

3.0 CONTRACTOR REQUIREMENTS

- A. The Contractor will use his best efforts to obtain participation of MBE/WBE/SDVE subcontractors in the conduct of all job orders authorized by the Owner:

- 1. The bidder shall have as a goal subcontracting not less than the percentages stated within this section for MBE, WBE and SDVE firms.

- B. Participation goals for this contract are as follows:

- 1. 10% MBE; 10% WBE and 3% SDVE

- a. Of the total amount of all job orders release for facilities located in St. Louis City, St. Louis County and St. Charles County.

- b. Of the total amount of all job orders released for facilities located in Kansas City, Jackson County and Clay County.

- 2. 10% MBE, 10% WBE and 3% SDVE

- a. Of the total amount of all job orders released for facilities located in Cole County, Callaway County and Greene County.

- 3. 10% MBE, 10% WBE and 3%SDVE

- a. Of the total amount of all job orders released for facilities located in any Missouri County not listed in 2.a or 2.b above.

The total dollar value of the work granted to the MBE, WBE or SDVE by the Contractor shall be counted towards the applicable goals of each job order and the entire contract.

- C. The Contractor may count toward the MBE/WBE/SDVE goals only expenditures to certified MBE's, WBE's, or SDVE's that perform a commercially useful function in the work of a contract. A MBE, WBE, or SDVE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work contract and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials. A bidder who is a MBE, WBE or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal. (NOTE: MBE firms who bid as general contractors are expected to obtain WBE and SDVE participation; WBE firms who bid as general contractors are expected to obtain MBE and SDVE participation; and SDVE firms who bid as general contractors are expected to obtain MBE and WBE participation to meet the project's separate goals.)

- 1. The Contractor may count toward its MBE/WBE/SDVE goals expenditures for materials and supplies obtained from certified MBE, WBE, or SDVE suppliers and manufacturers, provided that the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.

- 2. The Contractor may count towards the MBE/WBE/SDVE goals that portion of the total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier to any subcontractor at any tier, provided that the MBE, WBE, or SDVE properly assumes responsibility for the work as outlined in 2.A.2.b and 2.A.2.c above.

3. The Contractor may count towards the MBE/WBE/SDVE goals that portion of the total dollar value 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.

D. Certification by bidder of MBE/WBE/SDVE Subcontractors:

1. The bidder may determine the status of certification of a proposed MBE, WBE, SDVE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO) MBE/WBE directory (<http://www.directory.oeo.ia.mo.gov>); and the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management SDVE directory (<http://content.ia.mo.gov/purchasing-materials-management/>) or the Department of Veterans Affairs directory (<https://www.vip.vetbiz.gov/>). Additional information, clarifications, etc., regarding the listings in the Directory may be obtained by calling the Division at (573) 751-3339 and asking to speak to the Contract Specialist of record as shown in Section 007300, Supplementary Conditions.
2. If the proposed subcontractor is certified as a MBE/WBE/SDVE firm by any other State of Missouri agency or any Missouri city or county government agency, the bidder shall so note and provide particulars. Other known State of Missouri entities providing certification are:

Mountain Plains Minority Supplier Development Council	816-221-4200
Human Relations Department, KCMO	816-274-1432
Lambert International Airport	314-551-5000
Metro (formerly Bi-State Development Agency)	314-982-1457
St. Louis Development Corporation	314-622-3400 Ext. 362
St. Louis Minority Business Council	314-241-1073
SBA 8/St. Louis, MO	314-539-6600
Missouri Department of Transportation	573-751-2859
National Women Business Owners Corp.	561-848-5066

(Missouri firms only)

4. **OWNERS REQUIREMENTS:**

- A. The Owner will periodically review the Contractor's records to determine the Contractor's good faith efforts to achieve the MBE/WBE/SDVE goals for each job order. If the contractor is not meeting the agreed upon goals at these periodic reviews, the Contractor may be required to provide to the Owner his plan to increase the participation by MBE/WBE/SDVEs in the remainder of the Contract. Failure to make a good faith effort to provide sufficient opportunities for MBE/WBE/SDVE participation may be cause for the Owner to provide no further work to the Contractor and use other methods to provide construction services.
- B. In reaching a determination of good faith, the Director may evaluate, but is not limited to, the following factors:
 1. How subcontractors were contacted initially, the specific project information provided and the documentation to support that contact;
 2. How project plans and specifications were provided to MBE/WBE/SDVE subcontractors;
 3. The names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
 4. Attempts to follow-up with MBE, WBE or SDVE subcontractors prior to bid to negotiate price, scope of work, or make other adjustments or clarifications;
 5. Amount of bids received from any of these subcontractors;

6. Bid accepted from one of these subcontractors or reasons for rejecting bids;
7. The MBE, WBE, or SDVE suppliers contacted, date of contact, material or equipment, amounts of quotes;

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

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

<http://www.directory.oeo.oa.mo.gov/>

Please note that you may search by MBE, WBE, or both as well as by region, location of the business by city or state, as well as by commodity or service.

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

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

<https://www.vip.vetbiz.gov/>

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SECTION 002213

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. Bids will consist of a Past Performance Volume (original and three copies), a Technical Volume (original and three copies) and a Bid Form Volume (original only). The Past Performance Volume will provide information on the contractor's past performance, qualifications and relevant experience. The Technical Volume will provide information on the bidder's plan to manage the Statewide Contract. The Bid Form Volume will include the bid security and completed bid form and associated documents.
2. The past performance and technical volumes shall be placed in individual loose-leaf binders and marked State of Missouri project number 916SWDC, Statewide Contract, Telecom & Data Wiring & Installation, Past Performance Volume or Technical Volume as appropriate. The bid form volume shall be placed in a sealed envelope clearly marked State of Missouri project number 916SWDC, Statewide Contract, Telecom & Data Wiring, and Bid Form Volume.
3. The Past Performance Volume should contain a list of Telecom & Data Wiring Installation Services, or similar contracts completed by the bidder in the last five years, or currently in progress, involving the use of multiple subcontractors on multiple projects. Please complete form 002213.11, Past Performance Record, for each such contract. Owner reserves the right to contact these customers and/or subcontractors for additional information.
 - Customer name and location of contract
 - Type of project and total value of work done
 - Start date and completion date
 - Names and phone numbers of major subcontractors
 - Name, phone number, address, fax number, email address and position of primary point of owner contact
 - Written documentation supporting the past performance criteria in the Evaluation and Selection Criteria section 003200.
4. The Technical Volume should explain how the contractor plans to staff and operate the Statewide Contract. Structure the Technical Volume in the form and order of the applicable evaluation criteria listed in the Evaluation and Selection Criteria section 003200, and include all relevant information as indicated.

The Owner reserves the right to request written clarifications and/or oral presentations. If used, instructions will be provided to those selected for further considerations.
5. The Bid Form Volume shall consist of the following:
 - a. Completed bid form
 - b. Section 004541 – Affidavit of Work Authorization
 - c. Bid security in the amount stated in Section 004113, Bid Form, paragraph 3.0, A., Bid Bond, made payable to the State of Missouri, Division of Facilities Management, Design and Construction.
 - d. The bidder's bonding rate(s) that will be utilized on this contract and bonding capacity for this contract. The bonding rate(s) and bonding capacity statement shall be submitted on the letterhead of the bidder's surety with original signature of a duly authorized officer of the surety company.

PAST PERFORMANCE RECORD

CUSTOMER INFORMATION		
Customer Name:		Customer Location:
PRIMARY OWNER CONTACT:		
Name:		
Title:		
Address:		
Phone:		
Fax:		
Email:		
CONTRACT INFORMATION		
Contract Name:	Contract Number:	Type of Contract:
Contract Start Date:	Contract Completion Date:	
Total Value of Work Performed: \$ _____		
MAJOR SUB-CONTRACTORS		
Name: _____	Name: _____	
Contact: _____	Contact: _____	
Phone: _____	Phone: _____	
Email: _____	Email: _____	
Name: _____	Name: _____	
Contact: _____	Contact: _____	
Phone: _____	Phone: _____	
Email: _____	Email: _____	

SECTION 002413

SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS

GENERAL INFORMATION

This fixed unit price, indefinite quantity type contract is for the performance of telephone and data equipment premise wire installation and maintenance. Historically, the primary requirement for previous contracts for wiring/installation contracts has been for office moves and rearrangements; however, the Contractor may also be involved with major installations in state owned facilities as well as state leased office space due to office moves and rearrangements or may be requested to provide telephone and data wire and installation for any new facilities that are under construction. The specific work requirements will be identified in job orders issued by the Owner.

The state of Missouri desires to improve the efficiency in the provision of telecommunications and data wiring services to reduce overall costs, enhance project completion times, and reduce travel time and trip charges and to have access to the latest product technology.

BACKGROUND: Telephone services for state agencies in the state of Missouri are primarily provided by Centrex service; however, other service and line types can be ordered by agencies with offices where Centrex is not available, premise equipment throughout the state is predominately state-owned single-line and proprietary instruments behind Centrex or Private Branch Exchange (PBX) and electronic or digital key telephone systems (EKTS)/(DKTS) purchased under state contract. The EKTS/DKTS and PBX contracts provide installation and maintenance of the system which includes wiring services. The station equipment contracts under which standard and proprietary Nortel (DMS100) single-line and multi-line instruments are purchased do not provide for installation of the instruments or for the maintenance.

MOBILIZATION

The contractor's mobilization shall be complete and the contractor shall be fully capable of performing job orders within 15 working days of the date of notice to proceed.

DOCUMENTS

The following documents shall be used in the execution of work under this contract and are included herein by reference.

1. The Unit Price Book (UPB), the current edition of the R.S. Means JOC Works Pro, containing pricing information for the description of work to be accomplished in the unit of measure specified. Rate Sheets in 003100.A.
2. These specifications in their entirety.
3. All relevant National, State and Local laws, regulations and codes.
4. All information contained in the contractor's proposal to the Owner.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit for Owner approval a Quality Control Plan within 15 calendar days of the notice of intent to award. This plan should address all aspects of quality control as presented in the bid, including responsibility for surveillance of work documentation, corrective action and interface with the State of Missouri inspectors.

JOB ORDER AUTHORIZATION

With the exception of emergencies, any work required under this contract shall be ordered by issuance of formal, written Work Authorizations per the following process.

1. The Owner's Representative will notify the contractor of an existing requirement by issuance of a request for proposal (RFP).
2. Upon receipt of the RFP, the contractor shall respond within five (5) working days, or as otherwise instructed by the Owner's Representative (two hours in emergencies) by contacting the Owner's Representative to schedule a site visit or to further define the scope of the requirement
3. 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, cost and completions schedule. Unit cost should be obtained by Owner's website, <http://oa.mo.gov/fmdc/>.
4. The Unit Price Rates shall serve as the basis for establishing the value of the work to be performed. The Unit Price Rates as shown in Section 003100.A hereof along with the current City Multiplier will be available on the Owner's web site at <http://oa.mo.gov/fmdc/>. The rates and city multipliers will be updated within 10 working days of changes issued by R.S. Means.
5. 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 Work Authorization.
6. The Owner will issue a formal Work Authorization containing the Job Order Proposal and establishing the scope of work, start date, price and schedule. This Work Authorization will be the contractor's notice to proceed with an individual project.
7. In the event the Owner does not issue a formal work authorization after receipt of the contractor's proposal, the Owner is not obligated to reimburse the contractor for any costs incurred in the preparation of the contractor's proposal.
8. In the event of emergency requirements for service, the procedures above will be expedited 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.
9. The Owner's Representative will determine on a project basis the requirements for liquidated damages.

In the event that the Contractor's personnel are required by the work schedule to stay away from home overnight, Contractor shall be reimbursed for meals at actual expense not-to-exceed the following amounts:

<u>Destination</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
Kansas City	\$15.00	\$18.00	\$31.00
St. Louis	\$12.00	\$15.00	\$27.00
All Others	\$11.00	\$14.00	\$26.00

These rates include all food, drink and gratuities.

Kansas City rate includes Jackson, Clay, Cass, and Platt counties. St. Louis rate includes St. Louis City, St. Louis County, St. Charles, Crawford, Franklin, Jefferson, Lincoln, Warren, and Washington counties.

Lodging rates will be allowed at actual expense not-to-exceed the USGSA Conus rates in effect on the date of lodging.

Overnight stays and associated expenses will not be permitted within 60 miles of the home domicile of the Contractor's personnel.

Receipts must be presented for all expenses incurred.

No additional reimbursement for mileage shall be allowed since all such expenses are to be included in the Contractor's multiplier in accordance with Article 2 of Section 003100.

1. PERFORMANCE REQUIREMENTS

- a. The contractor shall provide copper and fiber optic telecommunications and data wiring products and installation services required to satisfy the requirements contained herein for any department of the State of Missouri (referred to hereinafter as "state agency").
 - i. The contractor shall understand and agree that the State of Missouri cannot guarantee the use of any specific quantities of the contractor's services.
 - ii. The contractor shall understand and agree that the contract(s) shall not be construed to be an exclusive contract; that other contracts exist and will continue to be utilized for similar or identical services in the identified regions; and that other contracts may be established at the sole option of the State of Missouri, which may include similar or identical services.
- b. The awarded contract must provide the required services for all counties for the State of Missouri.
- c. The contractor shall provide the required services for projects that are considered by the state agency as "new construction", as well as projects that are considered expansions, modifications, or maintenance in current buildings.

2. CONTRACTOR STAFFING REQUIREMENTS:

- a. The contractor's organization and/or technicians be located within, or sub-contract with, other organizations that currently located within the county in which the contractor provides telecommunications and data wiring products and services.
- b. The contractor must have demonstrated successful experience in the installation of both telecommunications and data cabling in large commercial buildings or office complexes utilizing both copper and fiber optic products.
- c. The contractor shall provide competent personnel who shall be in charge of the work in progress. The name(s) of the individual(s) assigned and their supervisor(s) shall be verbally communicated to the State of Missouri's on-site coordinator, or in writing, if requested by the agency, prior to the start of work.
- d. The contractor must possess and maintain sufficient resources, including adequate staffing of trained personnel, to meet the requirements of the state agency as set forth herein.

3. INSTALLATION STANDARDS:

- a. The contractor must perform all services in compliance with Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) standards.
- b. All work and materials shall comply with all State and Federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction. If the contractor's work is at anytime in violation of applicable codes, the contractor shall correct the situation at no cost to the State.
- c. All cabling, wiring, and/or other hardware installed shall be in accordance with the current National Electrical Code, National Electrical Safety Code, and state and local codes and ordinances and standard industrial practices.

4. WIRING INSTALLATION REQUIREMENTS:

- a. The contractor shall furnish all labor and materials, unless otherwise specified by the agency, required for the successful completion of the work described herein.
- b. The contractor shall be allowed access to state buildings, including docks and elevators (where available), in order to carry out the required work. However, the contractor must agree and understand that scheduling of work activity must not cause unnecessary disruption of state activities, including physical plant activities.
- c. The State of Missouri will make available secure space at each site for the use of the contractor to receive and store materials and/or equipment. This space will be provided only during the duration of a specific work order. The contractor or his designated employee shall be responsible to receive and accept any and all material and/or equipment upon delivery by common carrier.
- d. The contractor shall take necessary precautions at all times to protect and preserve all materials, supplies, and equipment, as well as work in progress, from damage due to theft or vandalism.
- e. The contractor shall adhere to all sign-in procedures as required by the state agency. If no procedures are in place, the contractor shall report to the state agency on-site coordinator when the work begins and when the job is finished.
- f. The contractor shall coordinate all work with the requesting state agency's on-site coordinator and, if requested by the state agency, the Office of Administration-Division of Facilities Management, Design and Construction, and/or the Information Technology Services Division.
- g. The contractor shall agree that prior to commencement of any installation, the State of Missouri on-site coordinator and, if requested by the state agency, the Division of Facilities Management, Design and Construction, and/or the Information Technology Services Division, shall review all cable routing plans for final approval.
- h. The contractor shall not drill any holes or make other openings in wall, floors, or ceilings without the consent of the building manager, facility landlord, or state agency coordinator. The contractor shall be responsible for such activities unless directed by the ordering state agency.

- i. The contractor shall replace, restore, or bring to original condition any damage to floors, ceilings, walls, furniture, grounds, pavement, etc, caused by the contractor's personnel and operations. Any damage or disfigurement shall be restored at the contractor's expense.
- j. The contractor shall install telephone or data wiring as specified by the authorized agency coordinator. The agency, with the assistance of the Division of Facilities Management, Design and Construction, and/or the Information Technology Services Division if requested, shall identify the application to be run on the wire and identify the type and category of cable to be installed. All materials used in a wiring run must meet or exceed the specified category.
- k. Voice termination in the telephone/data closet shall be on existing, if available, or contractor provided connecting blocks or patch panels as specified by the ordering agency. Data terminations in the telephone/data closet shall be on data blocks or patch panels as specified by the agency. All terminated wires shall be clearly labeled.
- l. The contractor shall terminate all wiring runs, providing all materials and labor necessary to meet the state agency requirements.

5. CABLE RECORDS AND TESTING REQUIREMENTS:

1. The contractor shall update current cable records, and establish new cable records where required.
2. The contractor shall agree and understand that existing cable records and those established by the contractor pursuant to the contract shall be the property of the State of Missouri.
3. The contractor shall test all installed circuits for continuity to the jack using appropriate test instruments. Any circuits failing such test shall be repaired or replaced by the contractor prior to acceptance.
4. The contractor shall test all newly installed telephone circuits by obtaining dial tone and completing a call using the new circuit, both inbound and outbound, from the station jack.
5. The contractor shall tag or otherwise identify both ends of all cable it installs.
6. Each wall plate shall be numbered and labeled by the contractor with a permanent type label. Wiring numbering should have an organized scheme and labeled at the block and jack.
7. All category 5e and category 6 installations must be certifiable by the contractor. Actual testing and certification shall only be required upon special request by agency. Any certifications required either at the time of installation or at a later time, shall be performed at the appropriate Unit Price Rates (UPR).

6. SERVICE PREPARATION AND RESPONSE REQUIREMENTS:

- a. The contractor shall agree and understand that all orders for work shall be in writing, except as otherwise described herein, and shall be in the form of a properly approved order.

- i. Upon receipt of a request for services, the contractor shall perform all-inclusive wiring runs for approval by the authorized state agency coordinator prior to beginning work. In the event the state agency requests the contractor in writing to visit the site and assist the agency in determining the specific materials and labor needed for a task, the contractor may charge the state agency for the on-site time spent assisting at the price(s) per hour stated on UPR listed in 003100.A. If, however, the contractor visits the state agency location for the purpose of determining the materials and labor needed for a specific task without a written request from the state agency for such a visit, the contractor shall not charge for that service.
- b. The contractor shall complete all written orders for adds, moves and changes within five state workdays or less after receipt of the executed Job Order unless otherwise agreed to by the state agency.
- c. The contractor shall respond to requests for routine repair or maintenance service within eight (8) business hours after the request for service is made.
 - i. Response shall be defined as a technician qualified to perform the requested service on site.
 - ii. Response must be by 3:00 p.m. the following state workday.
 - iii. Requests for routine repair service made on Friday, or the day proceeding a State holiday, shall be responded to by 3:00 p.m. on the next following state workday.
- d. The contractor must respond to claims of unacceptable service within eight (8) business hours of notification by a state agency.
 - i. Response shall be defined as a technician qualified to correct the unacceptable condition on-site.
- e. The contractor must respond to requests for emergency repair service within four (4) business hours. Such requests may be made verbally by any authorized state agency coordinator and later confirmed in writing. The final determination of what constitutes an emergency shall be made by the state agency.
 - i. Response shall be defined as a technician qualified to correct the unacceptable condition on-site.

7. CROSS-CONNECTION REQUIREMENTS:

- a. The contractor shall provide the install cross-connecting wire between the telephone company network interface (demarcation) and the State's connecting block.
- b. The contractor shall provide and install required cable and punch-down blocks or patch panels to interconnect telecommunication closets and equipment rooms on an as needed, if needed basis.

8. REQUIREMENTS FOR ADDS, MOVES AND CHANGES:

- a. The contractor shall change cross-connect and line terminations on the connecting blocks to accommodated telephone relocations or re-configurations in accordance with the written instructions provided by the State.
- b. The contractor shall change circuits, cross-connects, or terminations to accommodate relocation or the addition of terminals in accordance with the written instructions provided by the State .

9. MAINTENANCE AND REPAIR REQUIREMENTS:

- a. The contractor shall, upon request or an authorized agency representative , troubleshoot and repair telephone and data cabling in state owned or leased buildings throughout the specified region.

10. INVOICING AND PAYMENT REQUIREMENTS:

- a. The contractor shall invoice the state agency in accordance with the provisions and requirements herein.
- b. The contractor shall understand and agree that all payments shall be the responsibility of the ordering state agency.
- c. The contractor shall not invoice, nor be reimbursed for travel time or expenses to or from the contractor's site and the state agency location, regardless of the type of work performed.

11. OTHER:

- a. Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all services provided.
- b. Interface with land lords, other contractors, subcontractors, and trade unions: In addition to coordination with state agency personnel, the contractor must successfully coordinate its assigned projects with land lords and their contractors, subcontractors, and trade unions in leased state facilities, as well as any other contractors concurrently performing work for the State of Missouri.

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SECTION 003100

BIDDER INFORMATION

1. The State of Missouri is seeking competitive bids for a Statewide Telecom & Data Wiring & Installation to provide fixed unit price, indefinite quantity type services for telephone and data equipment premise wire installation and maintenance for various agencies throughout the State. These services will be priced based on a multiplier (e.g. 1.10 or 0.95 etc.) applied to pre-described and pre-priced tasks contained in R.S. Means JOC Works Pro, latest edition. Quarterly City Cost index updates will be added to the Unit Price Book (UPB) as they are issued by R.S. Means.
2. The Contractor's multipliers apply for normal working hours (M-F, 7AM-5PM) and "other hours" (any times other than normal hours when the State of Missouri directs the Contractor to work). Included in the "other hours" category are all State holidays listed in Article 12.0 of the Instructions to Bidders.

Multipliers must include all costs other than those contained in the pre-priced 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 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.** The Contractor may add no more than 10% overhead and profit markup on non pre-priced work items to be performed by subcontractors or 15% overhead and profit markup for non pre-priced work items to be performed by contractor employees.

3. The Unit Price Book (UPB) for this contract is R.S. Means JOC Works Pro, latest edition. 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. The then current version of R.S. Means JOC Works Pro Cost Data will apply upon execution of any job orders. By contract change, the Owner will adopt and incorporate quarterly updates to the UPB upon their release.

Items that cannot be found in the UPB are considered "non pre-priced". If an item basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item, if acceptable rationale and documentation is provided by the contractor in the final line item proposal. If a like item cannot be found, the contractor will obtain three quotes; provide them to the Owner's Representative who will negotiate an equitable price with the contractor. This price can be added to the UPB and will no longer be considered non-pre-priced if so determined by the Owner.

4. The contractor shall comply with the prevailing wage order for the county in which the work is to be performed. The wage order in effect as of the beginning date of any job order to this contract shall apply to all work performed under such job order.

5. The base term of the contract shall be one year for one year with four (4) one year renewals solely at the Owner's discretion, from the date of the intent to award notification.
6. The maximum annual volume of each year of the contract will not exceed \$5,000,000.00. The Owner reserves the right to use other methods as desired and necessary to accomplish similar work. **NO MINIMUM VALUE IS GUARANTEED.** The contractor will not be allowed to refuse any job orders.
7. Contractor will be required to provide a payment/performance bond in an amount equal to 100% of the value of each job order in accordance with the provisions of Article 6 of the General Conditions to the contract for any project exceeding \$25,000.00 to guarantee faithful performance of the contract and to guarantee the payment of all persons performing labor on such projects hereunder and furnishing material in connection with such projects 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.
8. For job orders less than 45 days in duration, a single payment will be made to the contractor following final acceptance of the work by the owner. For job orders greater than 45 days in duration, the contractor may bill the owner on a monthly basis as provided in the General Conditions. Contractor shall make all pay requests for all job orders on forms prescribed by Owner.
9. The contractor shall not be required to provide professional design services. Design documents that may be required in the execution of job orders will be provided by the owner. Shop drawings from the contractor may be required.

SECTION 003100.A

CITY INDEX

PROJECT NO. 910PWSC

City	INDEX
	Total
BOWLING GREEN	98.50%
CAPE GIRARDEAU	95.80%
CHILLICOTHE	97.20%
COLUMBIA	103.60%
FLAT RIVER	98.80%
HANNIBAL	96.90%
HARRISONVILLE	100.30%
JEFFERSON CITY	100.60%
JOPLIN	91.60%
KANSAS CITY	102.90%
KIRKSVILLE	96.30%
POPLAR BLUFF	94.40%
ROLLA	98.30%
SEDALIA	98.60%
SIKESTON	97.00%
SPRINGFIELD	93.80%
ST. JOSEPH	93.30%
ST. LOUIS	102.50%

Estimate Details

Estimator:									Line Items 2015 Q4
Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
27 - Communications									
1 27-01-30-51-3400	Operation and maintenance of voice equipment, including remove, store and reinstall, remove and replace, speaker	Ea.	1 ELEC	1.0000	0.00	113.00	0.00	\$113.00	\$113.00
2 27-05-05-20-0120	Electrical demolition, communications, fiber optics, cable	L.F.	1 ELEC	1.0000	0.00	0.28	0.00	\$0.28	\$0.28
3 27-05-05-20-0160	Electrical demolition, communications, fiber optics, multi-channel rack enclosure	Ea.	1 ELEC	1.0000	0.00	113.00	0.00	\$113.00	\$113.00
4 27-05-05-20-0180	Electrical demolition, communications, fiber optics, patch panel	Ea.	1 ELEC	1.0000	0.00	37.50	0.00	\$37.50	\$37.50
5 27-05-05-20-0220	Electrical demolition, communications, communication cables and fittings, voice or data outlet	Ea.	1 ELEC	1.0000	0.00	4.84	0.00	\$4.84	\$4.84
6 27-05-05-20-0240	Electrical demolition, communications, communication cables and fittings, telephone cable	L.F.	1 ELEC	1.0000	0.00	0.24	0.00	\$0.24	\$0.24
7 27-05-05-20-0260	Electrical demolition, communications, communication cables and fittings, phone jack	Ea.	1 ELEC	1.0000	0.00	5.00	0.00	\$5.00	\$5.00
8 27-05-05-20-0300	Electrical demolition, communications, communication cables and fittings, high performance cable, 2 pair	L.F.	1 ELEC	1.0000	0.00	0.23	0.00	\$0.23	\$0.23
9 27-05-05-20-0320	Electrical demolition, communications, communication cables and fittings, high performance cable, 4 pair	L.F.	1 ELEC	1.0000	0.00	0.32	0.00	\$0.32	\$0.32
10 27-05-05-20-0340	Electrical demolition, communications, communication cables and fittings, high performance cable, 25 pair	L.F.	1 ELEC	1.0000	0.00	0.75	0.00	\$0.75	\$0.75
11 27-05-05-20-0400	Electrical demolition, communications, terminal cabinet	Ea.	1 ELEC	1.0000	0.00	136.00	0.00	\$136.00	\$136.00
12 27-05-05-20-1020	Electrical demolition, communications, nurse call system, station	Ea.	1 ELEC	1.0000	0.00	28.00	0.00	\$28.00	\$28.00
13 27-05-05-20-1040	Electrical demolition, communications, nurse call system, standard call button	Ea.	1 ELEC	1.0000	0.00	28.00	0.00	\$28.00	\$28.00
14 27-05-05-20-1060	Electrical demolition, communications, nurse call system, corridor, dome light or zone indicator	Ea.	1 ELEC	1.0000	0.00	28.00	0.00	\$28.00	\$28.00
15 27-05-05-20-1080	Electrical demolition, communications, nurse call system, master control station	Ea.	2 ELEC	1.0000	0.00	680.00	0.00	\$680.00	\$680.00
16 27-05-05-30-0120	Electrical demolition, sound and video, cables, TV antenna lead in cable	L.F.	1 ELEC	1.0000	0.00	0.32	0.00	\$0.32	\$0.32

Estimate Details

Estimator:

Line Items 2015 Q4

27 - Communications

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
17 27-05-05-30-0140	Electrical demolition, sound and video, cables, sound cable	L.F.	1 ELEC	1.0000	0.00	0.28	0.00	\$0.28	\$0.28
18 27-05-05-30-0160	Electrical demolition, sound and video, cables, microphone cable	L.F.	1 ELEC	1.0000	0.00	0.28	0.00	\$0.28	\$0.28
19 27-05-05-30-0180	Electrical demolition, sound and video, cables, coaxial cable	L.F.	1 ELEC	1.0000	0.00	0.28	0.00	\$0.28	\$0.28
20 27-05-05-30-0200	Electrical demolition, sound and video, doorbell system, excluding wires, cables, and conduit	Ea.	1 ELEC	1.0000	0.00	42.50	0.00	\$42.50	\$42.50
21 27-11-19-10-2960	Termination blocks and patch panels, patch panel, RJ-45/110 type, 24 ports	Ea.	2 ELEC	1.0000	211.20	223.80	0.00	\$435.00	\$435.00
22 27-11-19-10-3000	Termination blocks and patch panels, patch panel, RJ-45/110 type, 48 ports	Ea.	3 ELEC	1.0000	352.00	343.00	0.00	\$695.00	\$695.00
23 27-11-19-10-3040	Termination blocks and patch panels, patch panel, RJ-45/110 type, 96 ports	Ea.	3 ELEC	1.0000	588.50	511.50	0.00	\$1,100.00	\$1,100.00
24 27-11-19-10-3100	Termination blocks and patch panels, patch panel, RJ-45/110 type, punch down termination per port	Ea.	1 ELEC	1.0000	0.00	6.35	0.00	\$6.35	\$6.35
25 27-13-23-13-0070	Communications optical fiber, specialized tools and techniques cause installation costs to vary, fiber optic, cable, bulk simplex, single mode	C.L.F.	1 ELEC	1.0000	24.75	85.25	0.00	\$110.00	\$110.00
26 27-13-23-13-0080	Communications optical fiber, specialized tools and techniques cause installation costs to vary, fiber optic, cable, bulk simplex, multi mode	C.L.F.	1 ELEC	1.0000	46.20	84.80	0.00	\$131.00	\$131.00
27 27-13-23-13-0150	Communications optical fiber, fiber optic, jumper	Ea.		1.0000	36.50	0.00	0.00	\$36.50	\$36.50
28 27-13-23-13-0200	Communications optical fiber, fiber optic, pigtail	Ea.		1.0000	37.00	0.00	0.00	\$37.00	\$37.00
29 27-13-23-13-0300	Communications optical fiber, fiber optic, connector	Ea.	1 ELEC	1.0000	25.85	27.65	0.00	\$53.50	\$53.50
30 27-13-23-13-0350	Communications optical fiber, fiber optic, finger splice	Ea.	1 ELEC	1.0000	35.75	21.25	0.00	\$57.00	\$57.00
31 27-13-23-13-0400	Communications optical fiber, fiber optic, transceiver, low cost, bi-directional	Ea.	1 ELEC	1.0000	462.00	83.00	0.00	\$545.00	\$545.00
32 27-13-23-13-0450	Communications optical fiber, fiber optic, rack housing, 4 rack spaces, 12 panels, 144 fibers	Ea.	1 ELEC	1.0000	550.00	340.00	0.00	\$890.00	\$890.00
33 27-13-23-13-0500	Communications optical fiber, fiber optic, patch panel, 12 ports	Ea.	1 ELEC	1.0000	271.70	113.30	0.00	\$385.00	\$385.00
34 27-15-13-13-2200	Communication cables, telephone twisted, PVC	C.L.F.	1 ELEC	1.0000	11.44	68.06	0.00	\$79.50	\$79.50

Estimate Details

Estimator:

Line Items 2015 Q4

27 - Communications

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
	insulation, #22-2 conductor								
35 27-15-13-13-2250	Communication cables, telephone twisted, PVC insulation, #22-3 conductor	C.L.F.	1 ELEC	1.0000	13.70	75.30	0.00	\$89.00	\$89.00
36 27-15-13-13-2300	Communication cables, telephone twisted, PVC insulation, #22-4 conductor	C.L.F.	1 ELEC	1.0000	17.49	84.51	0.00	\$102.00	\$102.00
37 27-15-13-13-2350	Communication cables, telephone twisted, PVC insulation, #18-2 conductor	C.L.F.	1 ELEC	1.0000	16.01	75.49	0.00	\$91.50	\$91.50
38 27-15-13-13-2370	Communication cables, telephone jack, eight pins	Ea.	1 ELEC	1.0000	4.53	20.97	0.00	\$25.50	\$25.50
39 27-15-13-13-5100	Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 2 pair solid, PVC jacket	C.L.F.	1 ELEC	1.0000	10.18	67.82	0.00	\$78.00	\$78.00
40 27-15-13-13-5200	Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair solid, PVC jacket	C.L.F.	1 ELEC	1.0000	15.29	96.71	0.00	\$112.00	\$112.00
41 27-15-13-13-5300	Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 25 pair solid, PVC jacket	C.L.F.	1 ELEC	1.0000	86.35	228.65	0.00	\$315.00	\$315.00
42 27-15-13-13-5400	Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 2 pair solid, plenum	C.L.F.	1 ELEC	1.0000	14.36	68.14	0.00	\$82.50	\$82.50
43 27-15-13-13-5500	Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair solid, plenum	C.L.F.	1 ELEC	1.0000	15.57	97.43	0.00	\$113.00	\$113.00
44 27-15-13-13-5600	Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 25 pair solid, plenum	C.L.F.	1 ELEC	1.0000	122.10	227.90	0.00	\$350.00	\$350.00
45 27-15-13-13-5700	Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair stranded, PVC jacket	C.L.F.	1 ELEC	1.0000	33.55	97.45	0.00	\$131.00	\$131.00
46 27-15-13-13-7000	Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair solid, PVC jacket	C.L.F.	1 ELEC	1.0000	16.45	96.55	0.00	\$113.00	\$113.00
47 27-15-13-13-7100	Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair solid, plenum	C.L.F.	1 ELEC	1.0000	50.05	96.95	0.00	\$147.00	\$147.00
48 27-15-13-13-7200	Communication cables, high performance unshielded twisted pair (UTP), cable, category 5,	C.L.F.	1 ELEC	1.0000	24.75	97.25	0.00	\$122.00	\$122.00

Estimate Details

Estimator:

Line Items 2015 Q4

27 - Communications

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
	#24, 4 pair stranded, PVC jacket								
49 27-15-13-13-7210	Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, PVC jacket	C.L.F.	1 ELEC	1.0000	15.73	97.27	0.00	\$113.00	\$113.00
50 27-15-13-13-7212	Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, plenum	C.L.F.	1 ELEC	1.0000	25.85	97.15	0.00	\$123.00	\$123.00
51 27-15-13-13-7214	Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair stranded, PVC jacket	C.L.F.	1 ELEC	1.0000	28.05	97.95	0.00	\$126.00	\$126.00
52 27-15-13-13-7240	Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair solid, PVC jacket	C.L.F.	1 ELEC	1.0000	22.55	97.45	0.00	\$120.00	\$120.00
53 27-15-13-13-7242	Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair solid, plenum	C.L.F.	1 ELEC	1.0000	26.95	97.05	0.00	\$124.00	\$124.00
54 27-15-13-13-7244	Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair stranded, PVC jacket	C.L.F.	1 ELEC	1.0000	28.05	97.95	0.00	\$126.00	\$126.00
55 27-15-13-13-7300	Communication cables, high performance unshielded twisted pair (UTP), connector, RJ-45, category 5	Ea.	1 ELEC	1.0000	1.46	8.44	0.00	\$9.90	\$9.90
56 27-15-13-13-7302	Communication cables, high performance unshielded twisted pair (UTP), connector, shielded RJ-45, category 5	Ea.	1 ELEC	1.0000	3.73	9.42	0.00	\$13.15	\$13.15
57 27-15-13-13-7310	Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 3	Ea.	1 ELEC	1.0000	2.59	9.41	0.00	\$12.00	\$12.00
58 27-15-13-13-7312	Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 5	Ea.	1 ELEC	1.0000	5.56	10.39	0.00	\$15.95	\$15.95
59 27-15-13-13-7314	Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 5e	Ea.	1 ELEC	1.0000	3.62	10.38	0.00	\$14.00	\$14.00
60 27-15-13-13-7316	Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 6	Ea.	1 ELEC	1.0000	3.67	10.38	0.00	\$14.05	\$14.05
61 27-15-13-13-7322	Communication cables, high performance	Ea.	1 ELEC	1.0000	6.71	11.29	0.00	\$18.00	\$18.00

Estimate Details

Estimator:

Line Items 2015 Q4

27 - Communications

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
	unshielded twisted pair (UTP), jack, shielded RJ-45, category 5								
62 27-15-13-13-7324	Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 5e	Ea.	1 ELEC	1.0000	6.71	11.29	0.00	\$18.00	\$18.00
63 27-15-13-13-7326	Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 6	Ea.	1 ELEC	1.0000	6.71	11.29	0.00	\$18.00	\$18.00
64 27-15-13-13-7400	Communication cables, high performance unshielded twisted pair (UTP), voice and data expansion module, category 5e	Ea.	1 ELEC	1.0000	51.15	84.85	0.00	\$136.00	\$136.00
65 27-15-33-10-3540	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG A/U #58 cable	Ea.	1 ELEC	1.0000	5.12	16.38	0.00	\$21.50	\$21.50
66 27-15-33-10-3550	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG A/U #59 cable	Ea.	1 ELEC	1.0000	5.12	16.38	0.00	\$21.50	\$21.50
67 27-15-33-10-3560	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG A/U #62 cable	Ea.	1 ELEC	1.0000	5.12	16.38	0.00	\$21.50	\$21.50
68 27-15-33-10-3600	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG A/U #58 cable	Ea.	1 ELEC	1.0000	5.39	16.11	0.00	\$21.50	\$21.50
69 27-15-33-10-3610	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG A/U #59 cable	Ea.	1 ELEC	1.0000	5.39	16.11	0.00	\$21.50	\$21.50
70 27-15-33-10-3620	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG A/U #62 cable	Ea.	1 ELEC	1.0000	5.39	16.11	0.00	\$21.50	\$21.50
71 27-15-33-10-3660	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG A/U #58 cable	Ea.	1 ELEC	1.0000	8.36	17.14	0.00	\$25.50	\$25.50
72 27-15-33-10-3670	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG A/U #59 cable	Ea.	1 ELEC	1.0000	8.36	17.14	0.00	\$25.50	\$25.50
73 27-15-33-10-3680	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG A/U #62 cable	Ea.	1 ELEC	1.0000	8.36	17.14	0.00	\$25.50	\$25.50

Estimate Details

Estimator:					Line Items 2015 Q4					
27 - Communications										
Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total	
74 27-15-33-10-3720	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG A/U #58 cable	Ea.	1 ELEC	1.0000	8.64	16.86	0.00	\$25.50	\$25.50	
75 27-15-33-10-3730	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG A/U #59 cable	Ea.	1 ELEC	1.0000	8.64	16.86	0.00	\$25.50	\$25.50	
76 27-15-33-10-3740	Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG A/U #62 cable	Ea.	1 ELEC	1.0000	8.64	16.86	0.00	\$25.50	\$25.50	
77 27-15-33-10-3850	Coaxial cable and fittings, coaxial cable, RG A/U 58, C.L.F. 50 ohm		1 ELEC	1.0000	54.45	84.55	0.00	\$139.00	\$139.00	
78 27-15-33-10-3860	Coaxial cable and fittings, coaxial cable, RG A/U 59, C.L.F. 75 ohm		1 ELEC	1.0000	42.90	85.10	0.00	\$128.00	\$128.00	
79 27-15-33-10-3870	Coaxial cable and fittings, coaxial cable, RG A/U 62, C.L.F. 93 ohm		1 ELEC	1.0000	51.15	84.85	0.00	\$136.00	\$136.00	
80 27-15-33-10-3875	Coaxial cable and fittings, coaxial cable, RG 6/U, 75 C.L.F. ohm		1 ELEC	1.0000	31.35	84.65	0.00	\$116.00	\$116.00	
81 27-15-33-10-3950	Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 58, 50 ohm	C.L.F.	1 ELEC	1.0000	103.95	85.05	0.00	\$189.00	\$189.00	
82 27-15-33-10-3960	Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 59, 75 ohm	C.L.F.	1 ELEC	1.0000	137.50	84.50	0.00	\$222.00	\$222.00	
83 27-15-33-10-3970	Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 62, 93 ohm	C.L.F.	1 ELEC	1.0000	121.00	85.00	0.00	\$206.00	\$206.00	
84 27-15-43-13-0120	Communication outlets, excluding voice or data devices, voice or data outlets, single opening	Ea.	1 ELEC	1.0000	8.64	13.86	0.00	\$22.50	\$22.50	
85 27-15-43-13-0140	Communication outlets, excluding voice or data devices, voice or data outlets, two jack openings	Ea.	1 ELEC	1.0000	2.82	14.08	0.00	\$16.90	\$16.90	
86 27-15-43-13-0160	Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one 3/4" round opening	Ea.	1 ELEC	1.0000	7.65	13.85	0.00	\$21.50	\$21.50	
87 27-15-43-13-0180	Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one twinaxial opening	Ea.	1 ELEC	1.0000	8.36	14.14	0.00	\$22.50	\$22.50	
88 27-15-43-13-0200	Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one connector cabling opening	Ea.	1 ELEC	1.0000	7.65	13.85	0.00	\$21.50	\$21.50	
89 27-15-43-13-0220	Communication outlets, excluding voice or data	Ea.	1 ELEC	1.0000	7.65	13.85	0.00	\$21.50	\$21.50	

Estimate Details

Estimator:	Line Items 2015 Q4
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27 - Communications

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
	devices, voice or data outlets, two 3/8" coaxial openings								
90 27-15-43-13-0300	Communication outlets, excluding voice or data devices, data outlets, single opening	Ea.	1 ELEC	1.0000	7.65	13.85	0.00	\$21.50	\$21.50
91 27-15-43-13-0320	Communication outlets, excluding voice or data devices, data outlets, one 25-pin subminiature opening	Ea.	1 ELEC	1.0000	7.65	13.85	0.00	\$21.50	\$21.50
92 27-15-43-13-1000	Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 1-port	Ea.	1 ELEC	1.0000	2.29	9.41	0.00	\$11.70	\$11.70
93 27-15-43-13-1020	Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 2-port	Ea.	1 ELEC	1.0000	2.29	9.41	0.00	\$11.70	\$11.70
94 27-15-43-13-1040	Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 3-port	Ea.	1 ELEC	1.0000	2.29	9.41	0.00	\$11.70	\$11.70
95 27-15-43-13-1060	Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 4-port	Ea.	1 ELEC	1.0000	2.29	9.41	0.00	\$11.70	\$11.70
96 27-15-43-13-1080	Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 6-port	Ea.	1 ELEC	1.0000	2.29	9.41	0.00	\$11.70	\$11.70
97 27-15-43-13-1100	Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 2 gang, 6-port	Ea.	1 ELEC	1.0000	6.88	14.12	0.00	\$21.00	\$21.00
98 27-15-43-13-1120	Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 1-port	Ea.	1 ELEC	1.0000	6.93	9.42	0.00	\$16.35	\$16.35
99 27-15-43-13-1140	Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 2-port	Ea.	1 ELEC	1.0000	7.10	9.35	0.00	\$16.45	\$16.45
100 27-15-43-13-1160	Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 3-port	Ea.	1 ELEC	1.0000	7.10	9.40	0.00	\$16.50	\$16.50
101 27-15-43-13-1180	Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 4-port	Ea.	1 ELEC	1.0000	7.10	9.35	0.00	\$16.45	\$16.45
102 27-15-43-13-1200	Communication outlets, excluding voice or data	Ea.	1 ELEC	1.0000	12.32	14.18	0.00	\$26.50	\$26.50

Estimate Details

Estimator:

Line Items 2015 Q4

27 - Communications

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
	devices, voice or data wall plate, stainless steel, 2 gang, 6-port								
103 27-21-23-10-1100	Switching and routing equipment, network hub, dual speed, 24 ports, includes cabinet	Ea.	3 ELEC	1.0000	1,897.50	3,052.50	0.00	\$4,950.00	\$4,950.00
104 27-21-23-10-2000	Switching and routing equipment, network switch, 10/100/1000 Mbps, 24 ports	Ea.	3 ELEC	1.0000	2,062.50	2,687.50	0.00	\$4,750.00	\$4,750.00
105 27-21-23-10-2040	Switching and routing equipment, network switch, 10/100/1000 Mbps, 48 ports	Ea.	3 ELEC	1.0000	2,585.00	3,090.00	0.00	\$5,675.00	\$5,675.00
27 - Communications Total					\$10,619.14	\$15,167.23	\$0.00		\$25,786.37
Estimate Grand Total									17,276.87

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SECTION 003200

EVALUATION AND SELECTION CRITERIA

PAST PERFORMANCE shall be worth a total of 260 points in the evaluation.

Points
Allowed

70	1. the experience of bidder in performing contracts of similar nature
40	2. the bidder's experience and performance in managing multiple projects with multiple subcontractors simultaneously
40	3. ability to meet job order completion schedules.
45	4. the quality of the bidder's construction and other relevant services and his ability to operate with a minimum of disruption and adhere to agreed upon job order costs
25	5. the experience of the bidder in working on government facilities
20	6. the past relationship of the bidder with its customers with particular emphasis on teamwork, communication and cooperation
20	7. the bidder's safety record

TECHNICAL shall be worth a total of 230 points in the evaluation.

Points
Allowed

80	1. job order management to include: response to project request for proposals (provide an example of a fully documented job order proposal in the same form as would apply to this contract assuming a job order utilizing multiple trades valued at \$100,000), planning and preparation of job order documentation, scheduling of work, scope of work, construction submittals, estimating, site supervision, turn-over packages and close out documentation.
20	2. quality control procedures/program
30	3. plan for identifying, selecting, managing and assisting subcontractors
30	4. contingency planning for unsatisfactory subcontract work
20	5. interface of the contractor's staff with the Owner
10	6. position descriptions and resumes of proposed project personnel (contractor will be required to staff this project with personnel listed)
10	7. communication procedures with the Owner and subcontractors.
10	8. safety procedures/program
10	9. corporate organization and their interface and support of this project
10	10. project organization chart

Points to be awarded for both Past Performance and Technical will be determined by a panel. The panel will award points to each bidder based on their collective view of the strength of each bidder's response to each of the requirements.

COST shall be worth a total of 510 points in the evaluation. COST shall be evaluated as follows:

SECTION 003200

EVALUATION AND SELECTION CRITERIA

PAST PERFORMANCE shall be worth a total of 260 points in the evaluation.

Points
Allowed

Normal Hours

1. 410 points will be awarded to the bidder with the lowest multiplier for normal hours.
2. Each other bidder will be awarded proportionately fewer points when comparing their multiplier to the multiplier for the low bidder.

EXAMPLE:

<u>Bidder</u>	<u>Multiplier</u>		<u>Points Awarded</u>
Low	.75		410
2	.85	$(.75/.85 \times 410)$	362
3	1.00	$(.75/1.00 \times 410)$	308

Other Hours

1. 100 points will be awarded to the bidder with the lowest multiplier for other hours.
2. Each other bidder will be awarded proportionately fewer points when comparing their multiplier to the multiplier for the low bidder.

EXAMPLE

<u>Bidder</u>	<u>Multiplier</u>		<u>Points Awarded</u>
Low	.95		100
2	1.00	$(.95/1.00 \times 100)$	95
3	1.10	$(.95/1.10 \times 100)$	86

Points awarded for Past Performance, Technical and Cost shall be totaled. The bidder with the highest number of total points will be considered the lowest bidder for these requirements and shall be awarded this contract if determined to be responsible and responsive to all other bid requirements.

STATE OF MISSOURI

Bid Time: 1:30 PM

Bid Date: _____

SECTION 004113 - BID FORM

1.0 BID:

A. From:

(Bidder's Name)

herein after called the "**Bidder**".

B. To:

Director, Division of Facilities Management, Design and Construction
Room 730, Harry S Truman State Office Building
301 West High Street
Jefferson City, Missouri 65102

herein after called the "**Owner**."

C. For:

Telecom & Data Wiring
Statewide Contract

D. Project Number:

916SWDC

hereinafter called the "**Work**."

E. Documents:

The undersigned, having examined and being familiar with the local conditions affecting the work and with the complete set of contract documents, including the Drawings, the Invitation For Bid, Instructions To Bidders, Statement of Bidders Qualifications, General Conditions, Supplement to General Conditions, and the technical specifications, including:
addenda number _____ through _____ hereby proposes to perform the Work for the following:

2.0 BID AMOUNT:
(one

Bids shall be expressed as a multiplier in both numeric (1.05, 0.75) and written form point zero five, zero point seven five).

Normal working hours multiplier expressed numerically _____

Normal working hours multiplier expressed in words _____

Other than normal working hours expressed numerically _____

Other than normal working hours expressed in words _____

3.0 BID BOND

A. Accompanying the bid is: ___ \$300,000 Bid Bond or ___ Cashier's Check/Bank Draft for \$300,000.

Payable without condition to the Division of Facilities Management, Design and Construction, State of Missouri, as per Article 5 of "Instructions To Bidders".

4.0 CONTRACT DURATION: The contract shall be in effect for a period of one (1) year with four (4) one-year renewals solely at the Owner's discretion from the Notice of Intent to Award.

5.0 ATTACHMENTS TO BID:

A. 004541 Affidavit of Work Authorization (FIRST SUBMITTAL, SEE IFB for date and time.)

B. Statement of Bidders Bonding Rate (s). (FIRST SUBMITTAL, SEE IFB for date and time.)

6.0 BIDDER'S CERTIFICATIONS:

- A. The Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Sections 290.210 to 290.340, RSMo.
- B. The Bidder hereby certifies that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

That he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

That he/she has not solicited or induced any person, firm or corporation to refrain from submitting a bid;

That he/she has not sought by collusion or otherwise to obtain for him/herself any advantage over any other bidder or over the Owner.

That he/she will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in the performance of the work.

That he/she certifies that he/she has based this proposal upon an official /complete set of contract documents, either obtained from the Owner after Bidder placed himself/herself on the bidders' list or from a secondary source known to the Bidder to have provided a complete and accurate set of contract documents, provided that if Bidder received the contract documents from such a secondary source, any errors or omissions in the contract documents shall be interpreted and construed in favor of the Owner and against the Bidder. This proposal is also based upon the conditions within Article 1.2 of the General Conditions.

That he/she certifies that he/she will comply with the provisions of Sections 285.230-234, RSMo, regarding transient employers.

That he/she has enrolled and is and will continue to participate in a federal work authorization program in accordance with Sections 285.525 and 285.530, RSMo for the duration of this contract.

7.0 CONTACT INFORMATION (mandatory for all bidders):

☐ Sole Proprietorship/General Partnership ☐ LLC ☐ Limited Partnership ☐ Corporation ☐ Joint Venture

Business Name: _____

Address: _____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ or Social Security Number: _____

Missouri Business Charter Number: _____ (or provide the proper certificate from the Secretary of State)

Contact Name: _____ Contact email: _____

8.0 SIGNATURES:

FOR SOLE PROPRIETORSHIPS/GENERAL PARTNERSHIPS ONLY:

Sole Proprietor's Name (printed)

Name each general partner: _____

Today's Date: _____

I, _____, being the sole proprietor/general partner of (name of business) _____
(and if the name of said business is other than my legal name, having filed a
Registration of Fictitious Name with the Missouri Secretary of State in order to allow me to use such name in
connection with my business, as provided by Section 417.200, RSMo, et seq.), do hereby submit this bid and agree to be
bound unto the State of Missouri as herein provided (if a general partnership, all partners must sign below).

Signature: _____

Signature: _____

Signature: _____

Signature: _____

FOR LIMITED LIABILITY COMPANIES ONLY:

_____ today's date _____ State(s) of organization: _____
Manager's (or Managing Member's) Name (printed)

I, _____, being the Manager (or Managing Member) of (full legal name of limited
liability company from Articles of Organization) _____, and being duly
authorized to act as herein provided on behalf of said limited liability company, do hereby submit this bid on behalf of
said limited liability company and agree that said limited liability company shall be bound unto the State of Missouri as
herein provided.

Signature: _____

**FOR LIMITED PARTNERSHIPS/LIMITED LIABILITY PARTNERSHIPS/LIMITED LIABILITY LIMITED
PARTNERSHIPS ONLY:**

_____ today's date: _____ State(s) of organization: _____
General/Managing Partner's Name (printed)

I, _____, being the General Partner/Managing Partner of (full legal name of limited
partnership/limited liability partnership/limited liability limited partnership from partnership agreement or Certificate of
Limited Partnership) _____, and being duly authorized to act as herein provided on
behalf of said limited partnership/limited liability partnership/limited liability limited partnership, do hereby submit this
bid on behalf of said limited partnership/limited liability partnership/limited liability limited partnership and agree that
said limited partnership/limited liability partnership/limited liability limited partnership shall be bound unto the State of
Missouri as herein provided.

Signature: _____

FOR CORPORATIONS ONLY:

President's Name (printed)

Secretary's Name (printed)

Today's date

State(s) of incorporation: _____

I, _____, being the (officer or title) _____ of (full legal name of corporation, from Articles of Incorporation) _____, and being duly authorized by the Board of Directors of said corporation to act as herein provided on behalf of said corporation, do hereby submit this bid on behalf of said corporation and agree that said corporation shall be bound unto the State of Missouri as herein provided.

Signature: _____
President

Attested by: _____
Corporate Secretary

The President should sign as the bidder. If the signator is other than the corporate president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

FOR ASSOCIATIONS/JOINT VENTURES: If multiple business entities/individuals are bidding collectively as an association or joint venture, each business entity/individual bidding as part of the association or joint venture shall sign this bid in the above sections relevant to the form that such business entity or individual does business, and the bidder shall duplicate the necessary number of signature pages so that all members of the association or joint venture shall sign this bid. If a name is adopted for use by the association or joint venture, the association or joint venture shall file a Registration of Fictitious Name with the Missouri Secretary of State in order to use such name in connection with the association or joint venture, as provided by Section 417.200, RSMo, *et seq.*

SECTION 004541 - AFFIDAVIT OF WORK AUTHORIZATION

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to _____ with the Office of Administration, Division of Facilities Management, Design and Construction (FMDC). ^{Project Number} I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with FMDC, an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.559, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affidavit Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

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THIS AGREEMENT, made *(Date)* by and between:

Contractors Company Name

Address 1

Address 2

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 on behalf of the *(Agency Name)*.

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name:

Facility Name: *as specified in each Job Order*

Project Number: **Project No.:**

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

ARTICLE 2. TIME OF COMPLETION

The contractor's mobilization shall be complete and the contractor shall be fully capable of performing job orders within 15 working days of the date of notice to proceed. This time includes twelve (12) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the twelve (12) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner has received and approved the Contractor's Quality Control Plan; and issued a written Notice to Proceed. The performance time and completion date will be **specified in each Job Order issued under the Contract**.

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum as agreed upon in each Job Order** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished after the agreed upon completion date for said Job Order. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds an amount equal to the value of each Job Order

MAXIMUM CONTRACT AMOUNT: *The maximum contract amount is up to \$5,000,000 per year*

UNIT PRICES: Unit Prices will be in accordance with the then current edition of RS MEANS Facilities Construction Cost Data, using the column for "Total, including OH and Profit, and applying the applicable City Cost Index and the Contractor's bid coefficients.

PAYMENTS: Payments shall be made monthly in an amount equal to the value of the work performed less retention in accordance with RSMo 8.260

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character 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 in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

The Contractor agrees to the following overall MBE WBE participation goals:

- a. 10% MBE; 10% WBE; 3% SDVE
 - 1. of the total amount of all job orders released for facilities located in St. Louis City, St. Louis county, and St. Charles county;
 - 2. of the total amount of all job orders released for facilities located in Kansas City, Jackson county and Clay county;
- b. 10% MBE; 10% WBE; 3% SDVE
 - 1. of the total amount of all job orders released for facilities located in Cole county, Callaway county and Greene county
- c. 10% MBE; 10% WBE; 3% SDVE
 - 1. of the total amount of all job orders released for facilities located in any Missouri county not listed in 2.a or 2.b above.

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

ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Executed Construction Contract Form
2. The Owner's IFB
3. Any Addenda
4. Contractor's Proposal as accepted by the Owner

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

APPROVED:

Cathy Brown, Director
Division of Facilities Management,
Design and Construction

(Principal's Name) (Principal's Title)
(Company Name)

DELETE IF PRIVATE OR PARTNERSHIP

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that *(Principal's Name)*, who signed said contract on behalf of the corporation, was then *(Principal's Title)* of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary

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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 or ☐ officer of

NAME

a ☐ sole proprietorship ☐ partnership

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

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)

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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
FINAL RECEIPT OF PAYMENT AND RELEASE

PROJECT NUMBER

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.
3. 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

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STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
MBE/WBE/SDVE PROGRESS REPORT
SUBMIT WITH ALL INVOICES: (PLEASE CHECK APPROPRIATE BOX BELOW)
☐CONSULTANT ☐CONSTRUCTION

INVOICE NO.	PROJECT NUMBER
CHECK IF FINAL <input type="checkbox"/> FINAL	DATE

PROJECT TITLE				
PROJECT LOCATION				
FIRM				
TOTAL CONTRACT AMOUNT \$				
THE PERCENTAGE AND DOLLAR AMOUNT OF THIS PROJECT THAT ARE TO BE MBE/WBE/SDVE AS INDICATED IN THE ORIGINAL CONTRACT: % and \$.				
CHECK MBE WBE SDVE	ITEM OF WORK	TOTAL AMOUNT OF SUBCONTRACT	\$ AMOUNT & % COMPLETE (PAID-TO-DATE)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER NAME, ADDRESS, CONTACT, AND PHONE NUMBER
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -

Revised 09/12

ORIGINAL: Attach to ALL Progress and Final Payments

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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 EMBOSSE 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)

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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
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- 1.10. Assignment of Contract
- 1.11. Indemnification
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2. Owner/Designer Responsibilities

3. Contractor Responsibilities

- 3.1. Acceptable Substitutions
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- 4.2. Changes in Completion Time

5. Construction and Completion

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- 5.2. Project Construction
- 5.3. Project Completion
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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

- A. 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.
- 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"**: Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
- 15. **"WORKING DAYS"**: are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, 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

- A. 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

- A. 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

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 plate 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

negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) 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 bonding and insurance to their cost of work. This 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 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 negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.
- 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 twelve (12) 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 200% 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 200% 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 200% 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 each Job Order in excess of \$25,000.00 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 contract 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

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

ARTICLE 7.2 - FOR CAUSE

- A. Termination or Suspension for Cause:
1. If the Contractor shall file for bankruptcy, or should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if the contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor's right to proceed with the work or terminate this contract.
 2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

- B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.
- C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.
- D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.
- E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.
- F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

- A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.
- B. Upon receipt of notification, the Contractor shall:

1. Cease operations when directed.
 2. Take actions to protect the work and any stored materials.
 3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
 4. Terminate all existing subcontracts, rentals, material, and equipment orders.
 5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
 6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
- C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

- A. These Supplementary General Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 0, BIDDING AND CONTRACTING REQUIREMENTS.

2.0 CONTACTS:

Designer: Facilities Management Design and Construction
HST State Office Building
301 West High, RM 730
Jefferson City, Missouri 65102

Project Manager: Tim Brazzell
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
PO Box 809
Jefferson City, Missouri 65102
Telephone: 573-526-3123
Fax: 573-751-7277
Email: Tim.Brazzell@oa.mo.gov

Contract Specialist: Marlene Blackburn
Division of Facilities Management, Design and Construction
Telephone: 573-522-6035
Fax: 573-751-7277
Email: marlene.blackburn@oa.mo.gov

3.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 5 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 5 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

4.0 ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT

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

- 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 fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

5.0 SAFETY REQUIREMENTS

Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.

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SECTION 013513 – SITE SECURITY AND HEALTH REQUIREMENTS (GENERIC)

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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with the Construction Representative and appropriate Facility Representatives for the controlled entry of construction personnel, materials, and equipment into the work areas.
- B. The Contractor shall establish regular working hours with the Construction Representative and the Facility. Normal working hours for this facility are 8:00AM to 5:00PM. Working hour changes or overtime are to be reported and approved (48) hours ahead of time. Emergency overtime is to be reported as soon as it is evident that overtime is needed.
- C. The Contractor shall provide the name and phone number of the individual who is in charge onsite and who can be contacted in case of an emergency. This individual must be able to furnish names and addresses of all construction personnel upon request.
- D. All construction personnel shall be identified to the Facility Representative and, when the Facility Representative feels it is necessary, they will be issued identification cards.

3.2 HEALTH AND TRAFFIC CONTROLS

- A. Take all necessary reasonable measures to reduce air and water pollution by any material or equipment use during construction. Keep volatile wastes in covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.
- B. Keep project neat, orderly, and in a safe condition at all times. Immediately remove all hazardous waste. Do not allow rubbish to accumulate. Provide on-site containers for collection of rubbish and dispose of it at frequent intervals during progress of work.
- C. No burning will be permitted on the grounds.
- D. Conduct operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent facilities.
- E. Do not obstruct streets or walks or use facilities without permission from the Facility Representative.
- F. No driver shall exceed the facility speed limit. The facility speed limit is 15 MPH unless indicated otherwise.

END OF SECTION 013513

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. Schedule of all proposed shutdowns.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with the Construction Representative and appropriate Facility Representatives for the controlled entry of construction personnel, materials, and equipment into the work areas.
- B. The Contractor shall establish regular working hours with the Construction Representative and the Facility. Normal working hours for this Facility are 8:00AM to 5:00PM, Monday through Friday. Working hour changes or overtime are to be reported and approved (48) hours ahead of time. Emergency overtime is to be reported as soon as it is evident that overtime is needed.
- C. The Contractor shall provide the name and phone number of the individual who is in charge onsite and who can be contacted in case of an emergency. This individual must be able to furnish names and addresses of all construction personnel upon request.
- D. All construction personnel shall be identified to the Facility Representative and shall be issued contractor badges. Procedures for receiving badges are on the Division's web page at: <http://www.oa.mo.gov/facilities/facilities-operations/security-information>. Contractors are to receive badges prior to commencing work.

3.2 HEALTH AND TRAFFIC CONTROLS

- A. Take all necessary reasonable measures to reduce air and water pollution by any material or equipment use during construction. Keep volatile wastes in covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.
- B. Keep project neat, orderly, and in a safe condition at all times. Immediately remove all hazardous waste. Do not allow rubbish to accumulate. Provide onsite containers for collection of rubbish and dispose of it at frequent intervals during progress of work.
- C. No burning will be permitted on the grounds.

- D. Conduct operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent facilities. Do not obstruct streets or walks or use facilities without permission from the Facility.
- E. Construction personnel shall not exceed the Facility speed limit of 15mph unless posted otherwise.

END OF SECTION 013513.10

SECTION 013513.13 – 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. Submit names, date of birth, and social security numbers for all personnel for security clearance checks.
 - 2. Tuberculin skin test results.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL RULES OF THE INSTITUTION

- A. The Contractor shall arrange with Institution Officials to establish procedures for the controlled entry of workers and materials into the work areas.
- B. The Contractor shall establish regular working hours with the Institution Officials. Working hour changes or overtime are to be reported and approved (24) hours ahead of time. Emergency overtime is to be reported as soon as it is evident that overtime is needed. All work after dark must receive special approval.
- C. Twenty-four (24) hour notice will need to be given prior to any possible vehicle entry and/or for the need of an escort. Delays in gaining entrance (due to lack of an escort) to the facility shall be documented in a time log which is to be submitted monthly with the pay request materials. The purpose of this log is to establish a basis for a contract change if it is required. The log shall contain: Date of delay, time of request of entry time of delay, men delayed (name and occupation), and name of Correction's Officer, if possible. Any delay on entry must be validated by the prison. Claims for delays must be validated by sallyport and pass office personnel. Only delays greater than thirty (30) minutes will be considered. A 30-minute delay upon arrival with vehicle to enter sallyport should be expected.
- D. The Contractor shall provide name and phone number of the individual who is in charge onsite; who can be contacted in case of emergency. He must be able to furnish names and address of all employees upon request.
- E. The Contractor and employees shall cooperate with the Institution Officials in observing the following regulations:
 - 1. There shall be no fraternization with inmates.
 - 2. No intoxicating drinks shall be brought onto Institution Grounds.
 - 3. No firearms or other weapons shall be carried onto Institution Grounds.

4. No prescription drugs above one day's prescription shall be carried on the premises.
5. Any vehicle or individual will be subject to search at any time while on Institution Grounds.
6. Contractor's or employees' vehicles shall be locked whenever unattended.
7. All tools and equipment such as, but not limited to, ropes, ladders, cutting torches, files, hacksaws, etc., shall be tightly secured during non-working hours in the Contractors' storage trailer or assigned area.
8. The Institution will not be responsible for the Contractor's tools, equipment, or materials. The Contractor shall report any missing tools immediately.
9. Any interruption of utilities or roadways shall be approved at least (48) hours in advance.
10. Smoking is not permitted in State-operated buildings. Smoking on grounds shall be in accordance with the local Facility regulations.
11. Possession or use of smokeless tobacco or smokeless non-tobacco alternatives is strictly prohibited.

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

3.2 SECURITY CLEARANCES AND RESTRICTIONS

- A. All construction personnel shall be identified to the Institution, and when the Institution feels it is necessary, they will be issued identification cards.
- B. Prior to the commencement of any onsite work, the Contractor shall submit a list containing the name, date of birth, and social security number of all construction personnel. The Contractor shall submit this information to the Institution for the purpose of obtaining security clearances. Any construction personnel with pending warrants or felony convictions within the last five (5) years shall not be allowed onsite.
- C. The Institution reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Institution.

3.3 TOOL INVENTORY REQUIREMENTS

- A. Contractor shall be required to keep and maintain a current tool inventory. The tool inventory shall be made available upon request.

3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

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

- D. Do not obstruct streets or walks without permission from the Construction Representative and Facility Representative.
- E. Construction personnel shall not exceed the Facility speed limit of 15mph unless posted otherwise.
- F. Take all necessary reasonable measures to reduce air and water pollution by any material or equipment use during construction. Keep volatile wastes in covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.
- G. Keep project neat, orderly, and in a safe condition at all times. Immediately remove all hazardous waste. Do not allow rubbish to accumulate. Provide onsite containers for collection of rubbish and dispose of it at frequent intervals during progress of Work.

3.5 TUBERCULOSIS TESTING REQUIREMENTS

- A. All workers assigned to perform tasks, the duration of which will cause the worker to be in the confines of the correctional facility for more than ten (10) consecutive work 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. Cost of the test must be born by the Contractor or the worker, not the Owner. If the construction contract period extends for more than twelve (12) months, all workers must be tested again on the anniversary of the contract commencement date.
- B. Any workers required to have a tuberculin skin test and 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.
- C. If any worker has a tuberculin skin test which has positive results, the worker shall be refused access to the Facility until the worker produces a certificate from a physician licensed to practice in the State of Missouri that the worker does not have infectious tuberculosis.
- D. The Contractor shall not be entitled to any additional time or compensation as a result of denial of access to any of its workforce as a result of the failure to produce negative tuberculin skin test results.
- E. The Contractor shall submit to the Facility current tuberculin skin test results of the Contractor's workforce who are required to have such a test in accordance with paragraph A above. Failure or refusal to maintain and produce the required records shall be a material breach of this contract, which shall subject the Contractor to a declaration of default in accordance with Article 7.2.

3.6 PREA for Contractor and Employees

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 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.

a. 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.

(1) 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.

(2) 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.

3.6.5 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.

3.6.6 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.

END OF SECTION 013513.13

SECTION 013513.16 – 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. “No Asbestos and No Lead” certification.
 - 2. 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 the Construction Representative and appropriate facility representatives for the controlled entry of construction personnel, materials and equipment into the work areas.
- B. The Contractor shall establish regular working hours with the Construction Representative and the facility. Normal working hours for this facility are 8:00 AM to 5:00 PM. Working hour changes or overtime are to be reported and approved forty-eight (48) hours ahead of time. Emergency overtime is to be reported as soon as it is evident that overtime is needed.
- C. The Contractor shall provide the name and phone number of the individual who is in charge on-site and who can be contacted in case of an emergency. This individual must be able to furnish names and addresses of all construction personnel upon request.

3.2 GENERAL RULES OF THE INSTITUTION

- A. No alcohol, drugs, guns, or weapons are permitted on-site (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 on-site.
- C. Sexual harassment, offensive fraternizing behavior, or foul language around or towards students or staff will not be tolerated. Violations by contract workers will result in one warning from the Project Coordinator. 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. Contractor shall consider the safety of the MSB, MSD, and SSSH special education students at all times; and maintain excavations, scaffolding/ladders, equipment, tools, and materials in as safe a manner as possible during and after working hours. Vehicles

should be locked and parked in areas designated by the Project Coordinator. Neither the state nor DESE assumes responsibility for the Contractor's vehicles, equipment, tools, or materials.

- E. Contractor shall coordinate and communicate planned daily work activities at least two (2) working days in advance, with the Project Coordinator. This will allow time to consider temporarily relocating special education students whose health could be adversely affected by loud noises, chemical odors, temperature extremes, etc.
- F. No driver shall exceed the Facility speed limit. The Facility speed limit is 15 M.P.H. unless indicated otherwise.

3.3 NO ASBESTOS AND NO LEAD WILL BE USED OR INSTALLED IN THIS PROJECT

No asbestos containing material (> 1.0% asbestos by dry weight) or lead containing material (> 0.06% or 600ppm/10,000ppm lead by dry weight) will be included in any project submittals or physically installed during construction work on this project.

3.4 NO ASBESTOS AND NO LEAD CERTIFICATION REQUIREMENTS

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 manufacture for their verification); then write on each project submittal: "To the best of my knowledge, items covered by this submittal contain no asbestos or lead containing material".

A. Contractor Certification Requirement

- 1. Prior to final payment, the Contractor shall submit a signed letter on company letterhead certifying that, to the best of their knowledge, no asbestos or lead containing materials were used or installed during the work. Address letter to: Service Level Manager/ Designated Person, OA FMDC, 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."

B. 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.”

3.5 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 Statute, 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 Initial Level (ng/ml)	(GC/MS) Confirmation Test Cut-Off Level (ng/ml)
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:
2. 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.
3. 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.
4. 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.

5. 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.

END OF SECTION 01 35 13.16

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 SUMMARY

- A. This Section includes general Institution rules.
- B. This Section includes requirements for infection control in environments that Clients are housed in, dine in, or participate in program activities in or adjacent to the Scope of Work area:
 - 1. The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied project work areas.
 - 2. The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures – even for areas that the Clients do not occupy during construction.

1.3 SUBMITTALS

- A. List of required submittals:
 - 1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
 - 2. Schedule of proposed shutdowns, if applicable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL RULES OF THE INSTITUTION

- 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 or Patients are to be treated with dignity.
 - 2. Construction activities shall not interfere with normal facility operation, except as otherwise arranged with and approved by the Facility Authorities.
 - 3. Access to the Facility, Residents, and Staff by Emergency Responders shall not be compromised at any time.
 - 4. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times unless written approval is received from the Construction Representative and the appropriate Facility Representative at least (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.

5. Smoking is not permitted in State-operated buildings. Smoking on grounds shall be in accordance with local Facility regulations and only as approved by Facility Management.
 6. Intoxicating beverages or narcotics shall not be brought upon the premises nor shall Contractor's personnel be under the influence of these substances while on the premises.
 7. Explosives or firearms and other weapons shall not be allowed onsite.
 8. Keys shall not be left in unattended vehicles. Vehicles shall be locked when not in use.
 9. The Residents shall not be photographed. Maintaining confidentiality of the Residents shall be required.
- B. Because of the persistent risk that Residents or Patients may cause harm to themselves or others, extreme caution and special care must be taken in the interest of safety.
1. Materials, tools, and construction apparatus including 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 location and use of exterior storage areas shall be approved by the Construction Representative and Facility Management prior to their use.
 2. An inventory of tools, equipment, and materials intended to be left unsecured must be submitted to and approved by the Construction Representative in advance.
 3. Any missing tools, equipment, or material must be immediately reported to the Construction Representative and Facility Management. Unattended or unsecured tools, equipment, or material that poses a potential risk may be confiscated by Facility Staff and returned 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. Material Safety Data Sheets, or their equivalent, shall be provided to the Construction Representative for all hazardous materials to be brought onsite at least a day before their delivery.
 6. 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 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.

3.2 ACCESS TO THE SITE

- A. The Contractor shall coordinate with the Facility and Construction Representative to establish a schedule for working hours. Normal working hours for this Facility are 7:30AM to 4:00PM Monday through Friday. Working hour changes or overtime are to be requested and approved (48) hours in advance. The need for emergency overtime

shall be reported to the Construction Representative as soon as it is evident that overtime is needed.

- B. The Contractor shall provide the name and phone number of the individual who is in charge onsite and who can be contacted in case of an emergency. This individual must maintain a current list of names and addresses of all project construction personnel and to furnish this list to the Construction Representative or Facility Representative upon request.
- C. All construction personnel shall be identified to the Facility Representative and, when the Facility Representative feels it is necessary, they will be issued identification cards.

3.3 HEALTH AND TRAFFIC CONTROLS

- A. Take all reasonable and necessary measures to reduce air and water pollution by any material or equipment used during construction. Keep volatile wastes in approved covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.
- B. Keep project area in a neat, clean, orderly, and safe condition at all times. Immediately remove all waste materials. Do not allow trash or rubbish to accumulate. Provide approved onsite containers for collection of trash and rubbish and dispose of it at frequent intervals during progression of the Work.
- C. No burning will be permitted on the grounds.
- D. Conduct all construction-related activities and management of debris to ensure minimum interference with roadways, streets, walks, utilities, and adjacent facilities.
- E. Do not obstruct streets, driveways, walks, or use facilities without permission from the Facility Representative.
- F. No driver shall exceed the Facility speed limit of 5mph.

3.4 SPECIFICATION OF REQUIRED INFECTION CONTROL PRECAUTIONS BY CLASS

Class I is for inspection and non-invasive type activities. These include, but are not limited to, the removal of ceiling tiles for visual inspection (1) tile per 50SqFt, painting without sanding, wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.

OR

Class II is for work that generates minimal to a high level of dust, requires demolition, or removal of any fixed building components or assemblies. Work of this type includes, but is not limited to, installation of telephone and computer cabling, access to chase spaces, cutting of walls or ceiling where dust migration can be controlled, sanding of walls for painting or wall covering, removal of floor coverings, ceiling tiles and casework, new wall construction, minor duct work, electrical or plumbing work above ceilings, and any activity that cannot be completed within a single work shift.

OR

Class III is for major demolition and construction projects. Work includes, but is not limited to, activities which require consecutive work shifts, heavy demolition, the removal of a complete cabling system, and new construction.

The Facility Contact or the DMH Capital Improvements Administrator will help you determine which Class applies to the particular project:

- A. Class I: Contractor shall perform the following precautionary measures during the project:
 - 1. Execute work by methods to minimize raising dust from construction operations.
 - 2. Immediately replace a ceiling tile displaced for visual inspection.
- B. Class I: Contractor shall perform the following measures upon completion of the project:
 - 1. No work is required.

OR

- A. Class II: Contractor shall perform the following precautionary measures during the project:
 - 1. Provide active means to prevent airborne dust from dispersing into the atmosphere.
 - 2. Water mist work surfaces to control dust while cutting.
 - 3. Seal unused doors with duct tape.
 - 4. Block off and seal air vents.
 - 5. Place dust mat at entrance and exit of work area.
 - 6. Remove or isolate HVAC system in areas where work is being performed.
- B. Class II: Contractor shall perform the following measures upon completion of the project:
 - 1. Wipe work surfaces with disinfectant.
 - 2. Contain construction waste before transport in tightly covered containers.
 - 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.
 - 4. Remove isolation of HVAC system in areas where work was performed.

OR

- A. Class III: Contractor shall perform the following precautionary measures during the project:
 - 1. Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system including block off and seal air vents.
 - 2. Complete all critical barriers, i.e., drywall, plywood, and plastic to seal area from non-work area or implement control cube method (use cart with plastic covering and sealed connection to worksite with HEPA vacuum for vacuuming prior to exit) before construction begins.
 - 3. Maintain negative air pressure within worksite utilizing HEPA equipped air filtration units.

4. Place dust mat at entrance and exit of work area.
 5. Contain construction waste before transport in tightly covered containers.
 6. Cover transport receptacles or carts. Tape covering unless solid lid.
- B. Class III: Contractor shall perform the following measures upon completion of the project:
1. Do not remove barriers from work area until completed project is inspected by the Construction Representative and a Representative of the Facility's Safety and Inspection Control Section.
 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.
 3. Vacuum work area with HEPA filtered vacuums.
 4. Wet mop area with disinfectant.
 5. Remove isolation of HVAC system in areas where work is being performed.

3.5 REQUIRED CRIMINAL BACKGROUND CHECK AND WANTS & WARRANTS

- C. Each employee of the General Contractor, of the Subcontractor(s), Supplier(s), and Testing Agencies that need to enter or access the construction site inside and/or outside, shall be required to have a Criminal Background check and Wants & Warrants check completed prior to accessing the construction site.
- D. The General Contractor shall be responsible for submitting the employee names to the Missouri State Highway Patrol and including payment of \$10.00 for each employee submission. The results will be submitted to the Division of Facilities Management, Design and Construction (FMDC).
- E. If an issue is discovered as part of the Criminal Background or Wants & Warrants checks that precludes any person from entering or accessing the construction site, the Department of Mental Health (DMH) shall be notified by FMDC. It shall be the discretion of DMH as to what person(s) will be prohibited from entering or accessing the construction site.

END OF SECTION 013513.19

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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. Submit names, date of birth, and social security numbers for all personnel for security clearance checks.
 - 2. Schedule of proposed shutdown of utilities, roadways, etc.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL RULES OF THE FACILITY

- A. The Contractor shall be aware that the youth center residents are circulating upon the grounds at all times. The Contractor shall take necessary steps to prevent the residents from having contact with equipment, tools, or work areas.
- B. Prior to commencing with any work, the Contractor shall consult with the Construction Representative and facility representative regarding aspects of prosecution of this work in relation to resident's safety.
- C. Materials, tools, and construction apparatus shall be kept inaccessible to residents during non-working hours. During working hours, these items shall be under the Contractor's observation or in personal possession at all times.
- D. 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.
- E. No firearms or other weapons, explosives, intoxicating beverages, narcotics or other controlled substances shall be carried on or used on the Youth Center property.
- F. No prescription drugs above one day's supply shall be carried on the Youth Center property.
- G. Construction personnel shall not fraternize with the youths.
- H. All Contractor's vehicles shall be locked at all times and shall have keys removed from the vehicles.
- I. Any vehicle or individual will be subject to search at any time while on the Facility grounds.

- J. The Facility reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Facility.
- K. Smoking is not permitted in State-operated buildings. Smoking on grounds shall be in accordance with the local facility regulations.

3.2 ACCESS TO THE SITE

- A. The Contractor shall coordinate with the Construction Representative and Facility Representative to establish the procedures for the controlled entry of construction personnel, equipment, and materials into the work area.
- B. The Contractor shall establish regular working hours with Facility officials. Normal working hours for this facility are 8:00AM to 5:00PM, Monday through Friday. Working hour changes or overtime are to be reported and approved (24) hours ahead of time. Emergency overtime is to be reported as soon as it is evident that overtime is needed. All work after dark must receive special approval.
- C. All construction personnel shall be identified to the Facility, and when the Facility feels it is necessary, they will be issued identification cards.

3.3 DISRUPTION OF UTILITIES

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

3.4 FIRE PROTECTION, SAFETY AND HEALTH CONTROLS

- A. The Contractor shall be responsible and take all necessary precautions to guard against and eliminate possible fire hazards. On site burning is prohibited.
- B. Store all flammable or hazardous materials in proper container located outside the buildings or offsite, if possible.
- C. Provide and maintain in good order, during construction, all fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, extinguishers of the 15-pound carbon dioxide type or 20-pound chemical type shall be provided.
- D. Do not obstruct streets or walks without permission from the Construction Representative and Facility Representative.
- E. Construction personnel shall not exceed the facility speed limit of 15mph unless otherwise posted.
- F. Take all necessary reasonable measures to reduce air and water pollution by any material or equipment use during construction. Keep volatile wastes in covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.

- G. Keep project neat, orderly, and in a safe condition at all times. Immediately remove all hazardous waste. Do not allow rubbish to accumulate. Provide on-site containers for collection of rubbish and dispose of it at frequent intervals during progress of work.

END OF SECTION 013513.22

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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. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry".
 - 1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.

2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
 3. For fences and vision barriers, provide minimum 3/9" (9.5mm) thick exterior plywood.
 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8" (16mm) thick exterior plywood.
- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.
- E. Paint: Comply with requirements of Division 9 Section "Painting".
1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
 3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1½" (38mm) ID for line posts and 2½" (64mm) ID for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. 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 company and existing users 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. 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 or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Contract Change.

- B. Temporary Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- D. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - 1. Install electric power service underground, except where overhead service must be used.
 - 2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125V, AC 20ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- E. 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.
- F. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- G. Temporary Heating: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
 - 1. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control.
 - 2. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- H. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.
- I. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.

1. Telephone Lines: Provide telephone lines for the following:
 - a. Where an office has more than two (2) occupants, install a telephone for each additional occupant or pair of occupants.
 - b. Provide a dedicated telephone for a fax machine in the field office.
 - c. Provide a separate line for the Owner's use.
 2. At each telephone, post a list of important telephone numbers.
- J. Temporary Telephones: The Owner will provide telephones within the facility. All construction personnel will be allowed access only to those specific telephones designated by the Construction Representative.
- K. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Shield toilets to ensure privacy.
 2. Provide separate facilities for male and female personnel.
 3. Provide toilet tissue materials for each facility.
- L. Temporary Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designed by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.
- M. Temporary Toilets: The Owner will provide toilets and associated facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- N. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide paper towels or similar disposable materials for each facility.
 2. Provide covered waste containers for used material.
 3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- O. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- P. Drinking-Water Facilities: Provide drinking-water fountains where indicated, including paper cup supply.
- Q. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

- R. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- S. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
 - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip office as follows:
 - 1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
 - 2. Equip with a water cooler and private toilet complete with water closet, lavatory, and medicine cabinet unit with a mirror.
- C. Storage facilities: Install storage sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere onsite.
- D. Storage Facilities: Limited areas for storage of building materials are available onsite. Available storage areas are shown on the drawings. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- E. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- F. Storage Facilities: No areas for storage of building materials can be made available onsite except for on the roof. Loads shall not exceed the loading limits as stated on the drawings. Roofing materials must be craned onto the roof from dedicated parking spaces as arranged by the Contractor with the City; costs of all such arrangements shall be paid by the Contractor. The Contractor shall provide his own security as he finds necessary. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- G. Storage Facilities: No areas for storage of building materials can be made available onsite. The Contractor shall provide for all storage offsite. All off-site storage locations shall be approved by the Construction Representative. The Contractor shall provide his own security as he finds necessary. The Construction Representative shall have access to the off-site storage at all times.

- H. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.
1. Paving: Comply with Division 2 Section "Hot-Mixed Asphalt Paving" for construction and maintenance of temporary paving.
 2. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
 3. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
 4. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
 5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.
- I. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- J. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.
- K. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- L. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
 2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

- M. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- N. Temporary Elevator Use: Refer to Division 14 for Elevators.
- O. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative.
- P. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
 - 1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
 - 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- Q. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- R. 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.
- S. Rodent Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- T. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- E. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
 2. Provide plywood fence, 8' (2.5m) high, framed with (4) 2"x4" (50mm x 100mm) rails, and preservative-treated wood posts spaced not more than 8' (2.5m) apart.
- F. Covered Walkway: Erect a structurally adequate, protective covered walkway for passage of persons along the adjacent public street. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
1. Construct covered walkways using scaffold or shoring framing. Provide wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage. Extend the back wall beyond the structure to complete the enclosure fence. Paint and maintain in a manner acceptable to the Owner and the Designer.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- H. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or

polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

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

END OF SECTION 015000

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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 <once><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. Remove snow and ice to provide safe access to the building.
 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 8. Broom clean concrete floors in unoccupied spaces.
 9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
 10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-

obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

11. Remove labels that are not permanent labels.
 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
 15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 16. Clean ducts, blowers, and coils if units were operated without filters during construction
 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
 19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

END OF SECTION 017400

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