

PROJECT MANUAL FOR: GENERAL SITE-ELECTRIC & STEAM MANHOLES  
CONCRETE REPAIRS

PROJECT NUMBER: CP253191

AT

UNIVERSITY OF MISSOURI  
COLUMBIA, MISSOURI

FOR:

THE CURATORS OF THE UNIVERSITY OF MISSOURI

PREPARED BY:

Crockett Engineering  
Attn: Greg Linneman, P.E.  
1000 W. Nifong Blvd, Bldg #1  
Columbia, MO 65203  
Phone # (573) 447-0292

January 8, 2026

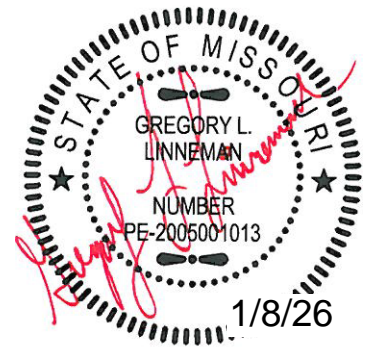


GREGORY L. LINNEMAN - PE  
MO LICENSE - 2005001013

I hereby certify that these Drawings and/or Specifications have been prepared by me, or under my supervision. I further certify that to the best of my knowledge these Drawings and/or Specifications are as required by and in compliance with Building Codes of the University of Missouri.

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

*Gregory L Linneman*



GREGORY L. LINNEMAN - PE  
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SPECIFICATIONS:

DIVISION 31            EARTHWORK

31 1000 - SITE CLEARING & DEMOLITION

31 2000 - EARTHMOVING

31 5000 - SHORING

DIVISION 32            EXTERIOR IMPROVEMENTS

32 1313 - CONCRETE PAVING

32 1373 - CONCRETE PAVING JOINT SEALANTS

DIVISION 33            UTILITIES

33 6350 - STEAM STRUCTURE RELATED CAST IN PLACE CONCRETE

33 6351 - STEAM STRUCTURE RELATED CONCRETE REPAIR

**END OF SECTION**

PLANNING DESIGN & CONSTRUCTION

900 E. Stadium, Ste. 130  
Columbia, Missouri 65211  
Telephone: (573) 882-6800

ADVERTISEMENT FOR BIDS

Sealed bids for:

GENERAL SITE –  
ELECTRIC AND STEAM MANHOLES CONCRETE REPAIRS  
UNIVERSITY OF MISSOURI  
COLUMBIA, MISSOURI  
PROJECT NUMBER: CP253191

CONSTRUCTION ESTIMATE: \$325,000 – \$392,500

will be received by the Curators of the University of Missouri, Owner, at Planning, Design & Construction, Room L100 (Front Reception Desk), General Services Building, University of Missouri, Columbia, Missouri 65211, until 1:30 p.m., C.S.T., January 29, 2026 and then immediately opened and publicly read aloud.

Drawings, specifications, and other related contract information may be obtained at <http://operations-webapps.missouri.edu/pdc/adsite/ad.html>. Electronic bid sets are available at no cost and may be printed as desired by the plan holders. No paper copies will be issued. If paper copies are desired, it is the responsibility of the user to print the files or have them printed.

Questions regarding the scope of work should be directed to Greg Linneman with Crockett Engineering Consultants at (573) 447-0292 or [glinneman@crockettengineering.com](mailto:glinneman@crockettengineering.com). Questions regarding commercial conditions should be directed to Jennifer Sullivan at (573) 882-8376 or [sullivanjl@missouri.edu](mailto:sullivanjl@missouri.edu).

A prebid meeting will be held at 10:00 a.m., C.S.T., January 21, 2026 in the General Services Bldg., Room 194B, followed by a site walk-through.

This project has participations goals for Minority Business Enterprises (MBE), Women Business Enterprises (WBE) and Service-Disabled Veteran Business Enterprises (SDVE) as follows: 10% WBE, 10% MBE, and 3% SDVE. Please see the Information for Bidders and General Conditions for additional information about the MBE/WBE/SDVE Participation Goals.

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

Individuals with special needs as addressed by the Americans with Disabilities Act may contact (573) 882-6800.

Advertisement Date: January 8, 2026

SECTION 1.A

BID FOR LUMP SUM CONTRACT

Date:\_\_\_\_\_

BID OF \_\_\_\_\_  
(hereinafter called "Bidder") a corporation\* organized and existing under laws of the State of \_\_\_\_\_,  
a partnership\* consisting of \_\_\_\_\_,  
an individual\* trading as \_\_\_\_\_,  
\_\_\_\_\_ a joint venture\* consisting of \_\_\_\_\_.

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

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

1. Bidder, in compliance with invitation for bids for construction work in accordance with Drawings and Specifications prepared by CROCKETT ENGINEERING, entitled " GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE REPAIRS", project number CP253191, dated JANUARY 8, 2026 having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri's tax exemption status, incurred in performing work required under Contract documents, of which this Bid is a part.

Bidder acknowledges receipt of following addenda:

Addendum	_____	No. Dated	_____
Addendum	_____	No. Dated	_____
Addendum	_____	No. Dated	_____
Addendum	_____	No. Dated	_____

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

3. **BID PRICING**

a. Base Bid:

The Bidder agrees to furnish all labor, materials, tools, and equipment required to repair steam manholes #15615, #414, #415, and #504 as part of CP253191; all as indicated on the Drawings and described in these Specifications for sum of:

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

b. Additive Alternate Bids:

Above Base Bid may be changed in accordance with following Alternate Bids as Owner may elect. Alternates are as described in Section 1.H of Project Manual. Alternates are written in a priority order, but Owner is not required to accept or reject in order listed. This is a one (1) contract project,

Therefore, Alternates shall be studied by each Bidder to determine effect on Bids of Contractor and each Subcontractor and/or Material supplier.

(1) Additive Alternate No. 1:

(The Bidder agrees to furnish all labor, materials, tools, and equipment required to repair electric manhole #289 as part of CP253191) All for sum of:

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

c. Unit Prices:

- (1) For changing specified quantities of work from those indicated by Contract Drawings and Specifications, upon written instructions of Owner, the following Unit Prices shall prevail in accordance with General Conditions.
- (2) The following Unit Prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover all work.
- (3) The following Unit Prices are required where applicable to particular Base Bid and/or Alternate being submitted.
- (4) Only a single Unit Price shall be given and it shall apply for either MORE or LESS work than that indicated on Drawings and called for in Specifications as indicated to be included in Base Bid and/or Alternates. In the event that more or less units than so indicated is actually furnished, Change Orders will be issued for increased or decreased amounts as approved by the Owner.
- (5) Bidder understands that the Owner will not be liable for any Unit Price or any amount in excess of Base Bid and any Alternate(s) accepted at time of award of Contract, except as expressed in written Change Orders duly executed and delivered by Owner's Representative.
- (6) Concrete repair unit prices.

- |  |                   |
|--|-------------------|
| (a) Concrete Repair #1 per sheet S200,<br>Base Bid Quantity= <u>10</u> sq. ft  | \$ _____ /sq. ft  |
| (b) Concrete Repair #2 per sheet S200,<br>Base Bid Quantity= <u>175</u> sq. ft | \$ _____ /sq. ft  |
| (c) Concrete Repair #3 per sheet S200,<br>Base Bid Quantity= <u>75</u> sq. ft  | \$ _____ /sq. ft  |
| (d) Concrete Repair #4 per sheet S200,<br>Base Bid Quantity= <u>10</u> lin. ft | \$ _____ /lin. ft |

4. PROJECT COMPLETION

- a. Contract Period - Contract period begins on the day the Contractor receives unsigned Contract, Performance Bond, Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Bidder agrees to complete project by August 7, 2026. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder.
- b. Commencement - Contractor agrees to commence work on this project after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed Contract documents listed in paragraph 4.a. above.

5. MBE/WBE/SDVE PARTICIPATION

- a. SDVE Bonus Preference: A three (3) point bonus preference will be given to a Bidder that is a certified Service-Disabled Veteran Business Enterprise (SDVE) doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, as stated in the Information for Bidders. By indicating "Yes" below, the Bidder certifies that the Bidder is certified as an SDVE by the State of Missouri, Office of Administration.

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. MBE/WBE/SDVE Participation Goals: The Bidder shall have a goal of providing participation in the contract of Minority Business Enterprises (MBE) of Ten percent (10%) with Women Business Enterprises (WBE) of ten percent (10%), and with Service-Disabled Veteran Business Enterprises (SDVE) of three percent (3%) of the awarded contract price for work to be performed.
- c. Good Faith Effort Waiver: Requests for waiver of these goals due to good faith effort shall be submitted on the attached Application For Waiver form. A determination by the UM Executive Director of Facilities Planning and Development that a good faith effort has not been made by Bidder to achieve above stated goals may result in rejection of the bid.
- d. The undersigned Bidder proposes to perform work with the MBE/WBE/SDVE participation level set forth below. An MBE/WBE/SDVE Compliance Evaluation form shall be submitted with this bid for each MBE/WBE/SDVE subcontractor to be used on this project.

MBE PERCENTAGE PARTICIPATION:	percent (	%)
WBE PERCENTAGE PARTICIPATION:	percent (	%)
SDVE PERCENTAGE PARTICIPATION:	percent (	%)

6. BIDDER'S ACKNOWLEDGMENTS

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



- b. Bidder agrees that bid shall not be withdrawn for a period of sixty (60) days after scheduled closing time for receipt of bids.
- c. Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in bidding.
- d. Accompanying the bid is a bid bond, or a certified check, or an irrevocable letter of credit, or a cashier's check payable without condition to "The Curators of the University of Missouri" which is an amount at least equal to five percent (5%) of amount of largest possible total bid herein submitted, including consideration of Alternates.
- e. Accompanying the bid is a Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. Owner does not maintain Bidder's Statements of Qualifications on file.
- f. It is understood and agreed that bid security of two (2) lowest and responsive Bidders will be retained until Contract has been executed and an acceptable Performance Bond and Payment Bond has been furnished. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance/Payment Bond as required by Contract Documents, accompanying bid security will be realized upon or retained by Owner. Otherwise, the bid security will be returned to the undersigned.

7. BIDDER'S CERTIFICATE

Bidder hereby certifies:

- a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.
- f. By virtue of policy of the Board of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined or grown within the State of Missouri. By virtue of policy of the Board of Curators, preference will also be given to all Missouri firms, corporations, or individuals, all as more fully set forth in "Information For Bidders."

8. BIDDER'S SIGNATURE

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

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one:      Individual      Partnership      Corporation      Joint Venture	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ____yes    ____no	

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

**END OF SECTION**

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

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

1. Company Name \_\_\_\_\_  
Phone# \_\_\_\_\_ Fax #: \_\_\_\_\_  
Address \_\_\_\_\_
2. Number of years in business \_\_\_\_\_. If not under present firm name, list previous firm names and types of organization.  
\_\_\_\_\_  
\_\_\_\_\_
3. List contracts on hand (complete the following schedule, include telephone number).

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
4. General character of work performed by your company personnel.  
\_\_\_\_\_
5. List important projects completed in the last five (5) years on a type similar to the work now bid for, including approximate cost and telephone number.

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
6. Other experience qualifying you for the work now bid.  
\_\_\_\_\_  
\_\_\_\_\_
7. No default has been made in any contract complete or incomplete except as noted below:  
(a) Number of contracts on which default was made \_\_\_\_\_  
(b) Description of defaulted contracts and reason therefor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Are you or your company certified by the State of Missouri, Office of Administration as a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), or Service-Disabled Veteran Business Enterprise (SDVE)?  
Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you or your company been suspended or debarred from working at any University of Missouri campus?

Yes \_\_\_\_\_ No \_\_\_\_\_ (If the answer is "yes", give details.)

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10. Have any administrative or legal proceedings been started against you or your company alleging violation of any wage and hour regulations or laws?

Yes \_\_\_\_\_ No \_\_\_\_\_ (If the answer is "yes", give details.)

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

Incidence Rates (last 3 years): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

12. List banking references.

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13. (a) Do you have a current confidential financial statement on file with Owner?

Yes \_\_\_\_\_ No \_\_\_\_\_ (If not, and if desired, Bidder may submit such statement with bid, in a separate sealed and labeled envelope.)

(b) If not, upon request will you file a detailed confidential financial statement within three (3) days?

Yes \_\_\_\_\_ No \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing

END OF SECTION

**MBE/WBE/SDVE COMPLIANCE EVALUATION FORM**

This form shall be completed by Bidders and submitted with the Bidder's Statement of Qualifications form for each MBE/WBE/SDVE firm that will perform work under the contract. The undersigned submits the following data with respect to this firm's assurance to meet the goal for MBE/WBE/SDVE Participation.

1. Project: \_\_\_\_\_
2. Name of General Contractor: \_\_\_\_\_
3. Name of MBE/WBE/SDVE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Status (check one)      MBE \_\_\_\_\_      WBE \_\_\_\_\_      Service-Disabled Veteran \_\_\_\_\_
4. Describe the work to be performed. (List Base Bid work and any Alternate work separately):  
Base Bid:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
5. Dollar amount of contract to be subcontracted to the MBE/WBE/SDVE firm:  
Base Bid:  
  
Alternate(s), (Identify separately):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
6. Is the proposed firm certified as an MBE/WBE/SDVE by the State of Missouri, Office of Administration?  
  
Yes \_\_\_\_\_      No \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **APPLICATION FOR WAIVER**

This form shall be completed and submitted with the Bidder's Statement of Qualifications. Firms wishing to be considered for award are required to demonstrate that a good faith effort has been made to meet the MBE/WBE/SDVE Participation Goals for that project. This form will be used to evaluate the extent to which a good faith effort has been made. The undersigned submits the following data with respect to the Bidder's efforts to meet the MBE/WBE/SDVE Participation Goals.

1. List pre-bid conferences your firm attended where MBE/WBE/SDVE Participation Goals were discussed.

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

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3. Note specific efforts to contact in writing those MBE/WBE/SDVE firms capable of and likely to participate as subcontractors or suppliers for this project.

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4. Describe steps taken by your firm to divide work into areas in which MBE/WBE/SDVE firms would be capable of performing.

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5. What efforts were taken to negotiate with prospective MBE/WBE/SDVE? Include the names, addresses, and telephone numbers of MBE/WBE/SDVE firms contacted, a description of the information given to MBE/WBE/SDVE firms regarding plans and specifications for the assigned work, and a statement as to why additional agreements were not made with MBE/WBE/SDVE firms.

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6. List reasons for rejecting an MBE/WBE/SDVE firm which has been contacted.

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7. Describe the follow-up contacts with MBE/WBE/SDVE firms made by your firm after the initial solicitation.

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8. Describe the efforts made by your firm to provide interested MBE/WBE/SDVE firms with sufficiently detailed information about the plans, specifications and requirements of the contract.

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9. Describe your firm's efforts to locate MBE/WBE/SDVE firms.

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Based on the above stated good faith efforts made to meet the MBE/WBE/SDVE Participation Goals, the Bidder hereby requests that the original goal be waived and that the percentage goal for this project be set at \_\_\_\_\_ percent.

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

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

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

## AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of

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

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal (where appropriate)

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, before me appeared \_\_\_\_\_ to me  
personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she  
was properly authorized by \_\_\_\_\_ to execute the affidavit and  
did so as his or her own free act and deed.

(Seal)

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_



# **University of Missouri**

## **INFORMATION FOR BIDDERS**

	Page No.
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5. Modification and Withdrawal of Bids .....	IFB/1
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June 2025 Edition

## **1. Contract Documents and Definitions**

**1.1** The “Drawings,” “Specifications,” and “Contract Documents” are defined in the “General Conditions of the Contract for Construction.”

**1.2** The Drawings, Specifications, and other Contract Documents may be obtained as indicated in the Advertisement for Bids.

**1.3** As used herein, “Bid” refers to an offer or proposal submitted to the Owner to enter into a contract for the work identified in the Drawings, Specifications and other Contract Documents.

**1.4** As used herein, “Bidder” means an individual or business entity that submits a Bid to the Owner as a prime bidder or general contractor.

**1.5** All other terms used herein shall have the meanings defined herein or in the General Conditions of the Contract for Construction or other Contract Documents.

## **2. Bidder Obligations**

**2.1** Before submitting a Bid, each Bidder shall carefully examine the Drawings and Specifications and related Contract Documents, visit the site of the work, and fully inform themselves as to all existing conditions, facilities, restrictions, and other matters that could affect the work or the cost thereof.

**2.2** Each Bidder shall include in their Bid the cost of all work and materials required to complete the contract in a first-class manner, as specified in the Drawings, Specifications, and other Contract Documents. All work shall be done as defined in the Specifications and as indicated on the Drawings.

**2.3** Failure or omission of any Bidder to receive or to examine any form, instrument, addendum, or other document, or to visit the site of the work and acquaint themselves with existing conditions, shall in no way relieve the Bidder from any obligation with respect to their Bid or any awarded contract. No extra compensation will be allowed concerning any matter about which the Bidder should have fully informed themselves prior to submitting a Bid.

**2.4** Submission of a Bid shall be deemed acceptance by the Bidder of the above obligations and every obligation required by the Contract Documents in the event the Bid is accepted by the Owner.

## **3. Interpretation of Documents**

**3.1** If any prospective Bidder is in doubt about the meaning of any part of the Drawings, Specifications, or other Contract Documents, the Bidder shall submit a written request to the Architect for an interpretation.

**3.2** Any request for interpretation shall be delivered to the Architect at least one (1) week prior to time for receipt of bids.

**3.3** A Bid shall be based only on an interpretation issued in the form of an addendum mailed to each person or business

entity that is on the Architect’s record as having received a set of the Contract Documents.

**3.4** Bidders shall not be entitled to rely on oral interpretations or written statements not issued in an addendum from either the Architect or a representative, agent, or employee of the Owner.

## **4. Bids**

**4.1** Bids shall be submitted on a single “Bid for Lump Sum Contract” form (“Bid Form”) as furnished by the Owner or Architect. Bids shall be received separately or in combination as required by Bid Form

**4.2** In addition to the Bid Form, the Bid shall include any documents or information required to be submitted by this Information for Bidders or the Contract Documents.

**4.3** Bids shall include amounts for alternate bids, unit prices, and cost accounting data where required by the Bid Form.

**4.4** Bidders shall apportion each base Bid between various phases of the work, where stipulated in the Bid Form.

**4.5** Bids shall be presented in sealed envelopes, which shall be plainly marked “Bids for (indicate name of project from cover sheet)” and mailed or delivered to the building and room number specified in the Advertisement for Bids.

**4.6** Each Bidder shall be responsible for actual delivery of their bid during business hours, and it shall not be sufficient to show that a Bid was mailed in time to be received before scheduled closing time for receipt of bids, nor shall it be sufficient to show that a Bid was somewhere in a university facility.

**4.7** The Bidder’s price shall include all federal sales, excise, and similar taxes that may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City and State taxes shall not be included as stated in the General Conditions of the Contract for Construction.

**4.8** No Bidder shall stipulate in their Bid any conditions not contained in the Bid Form or Contract Documents. Inclusion of any additional conditions or taking exception to any terms may result in rejection of the Bid.

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

## **5. Modification and Withdrawal of Bids**

**5.1** A Bidder may withdraw their Bid at any time before the scheduled closing time for receipt of bids. No Bidder may withdraw their Bid after the scheduled closing time for receipt of bids.

**5.2** Only a written request for modification or correction of a previously submitted Bid, contained in a sealed envelope that is plainly marked “Modification of Bid on (name of project on cover sheet),” which is addressed in the same manner as a Bid and

received by Owner before the scheduled closing time for receipt of bids, will be accepted and the Bid modified in accordance with such written request.

## **6. Signing of Bids**

**6.1** All bids shall be signed manually, by an individual authorized to sign on behalf of the Bidder. The title or office held by the person signing for the Bidder shall appear below the signature.

**6.2** A Bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the Bid form should appear as shown in the Secretary of State's records.

**6.3** A Bid from a partnership or joint venture shall be signed in the name of the partnership or joint venture by at least one partner or joint venturer or by an Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid executed by all partners or joint venturers.

**6.4** A Bid from a corporation shall be signed by an officer of the corporation.

**6.5** A Bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

**6.6** A Bid from an individual or sole proprietor shall be signed in the name of the individual by the individual or an Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid executed by the individual.

## **7. Bid Security**

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

**7.2** Bid security is required as a guarantee that the Bidder will enter into a written contract and furnish a Performance Bond within the time and in form as specified herein or in the Contract Documents; and, if successful Bidder fails to do so, the Bid Security will be realized upon or retained by the Owner. The apparent low Bidder shall notify the Owner in writing within forty-eight (48) hours of the Bid opening of any circumstance that may affect the Bid Security including, but not limited to, an error in the Bid. This notification will not guarantee release of the Bidder's security and/or the Bidder from the Bidder's obligations.

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

**7.4** It is specifically understood that the Bid Security is a guarantee and shall not be considered as liquidated damages for failure of Bidder to execute and deliver the contract and Performance Bond, nor limit or fix the Bidder's liability to the Owner for any damages sustained because of failure to execute and deliver the required contract and Performance Bond.

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

## **8. Bidder's Statement of Qualifications**

**8.1** Each Bidder shall present evidence of their experience, qualifications, financial responsibility, and ability to carry out the terms of the contract by completing and submitting with their Bid the "Bidder's Statement of Qualifications" form included with the Bid documents.

**8.2** Financial information required to be included with the Statement of Qualifications may be submitted by the Bidder in a separately sealed envelope, which will not be opened by the Owner during the public Bid opening.

**8.3** The Bidder's Statement of Qualifications will be treated as confidential information by the Owner to the extent permitted by the Missouri Sunshine Law, Section 610.010, RSMo et seq.

**8.4** Bids not accompanied by the Bidder's Statement of Qualifications may be rejected.

## **9. Award of Contract**

**9.1** The Owner reserves the right to let other contracts in connection with the work, including, but not limited to, contracts for furnishing and installation of furniture, equipment, machines, appliances, and other apparatus.

**9.2** In awarding the contract, the Owner may take into consideration the ability of the Bidder, and their subcontractors, to handle promptly the additional work; the skill, facilities, capacity, experience, ability, responsibility, previous work, and financial standing of Bidder; the Bidder's ability to provide the required bonds and insurance; the quality, efficiency and construction of equipment proposed to be furnished; the period of time within which equipment is proposed to be furnished and delivered; success in achieving the specified MBE/WBE/SDVE Participation Goals or demonstrating a good faith effort to do so as described in Article 15 of this document; and the Bidder's status as suspended or debarred. Inability of any Bidder to meet the requirements mentioned above may be cause for rejection of their Bid.

## **10. Contract Execution**

**10.1** The awarded Bidder shall submit within fifteen (15) days from receipt of notice of award, the documents required in Article 9 of the General Conditions of the Contract for

Construction.

**10.2** No bids will be considered binding upon the Owner until all such required documents have been furnished. Failure of Contractor to execute and submit such documents within the time specified will be treated, at the option of the Owner, as a breach of the Bidder's Bid Security and the Owner shall be under no further obligation to the Bidder.

#### **11. Contract Security**

**11.1** When the Contract Sum exceeds \$50,000, the Contractor shall procure and furnish a Performance Bond and a Payment Bond in the form prepared by the Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the Contract Sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee the Contractor's faithful performance of the Contract, including but not limited to the Contractor's obligation to correct any defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under the Contract and furnishing materials in connection with the Contract in accordance with Section 107.170, RSMo. These bonds shall be in effect through the duration of the Contract plus any Guaranty Period required by the Contract Documents.

**11.2** The bonds required hereunder shall meet all requirements of Article 11 of the General Conditions of the Contract for Construction.

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

#### **12. Time of Completion**

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

#### **13. Number of Contract Documents**

**13.1** The Owner will furnish the Contractor a copy of the executed contract, Performance Bond, and Payment Bond.

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

#### **14. Missouri Products and Missouri Firms**

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

#### **14.2 MBE/WBE/SDVE Participation Award of Contract**

**14.2.1** Pursuant to Sections 37.020 and 34.074, RSM (and the implementing regulations adopted by the State of Missouri, Office of Administration), the University of Missouri System sets goals for the participation of Minority Business Enterprise, Women Business Enterprise and Service Disabled Veteran Business Enterprise (MBE/WBE/SDVE) Firms (as defined in Article 1 of the General Conditions of the Contract for Construction) in its construction projects. The applicable goals for each project shall be as stated in the Bid Form. The standard goals for University projects by location are identified in the document entitled MBE/WBE/SDVE Participation Goals; however, the Executive Director of Facilities Planning and Development may set higher or lower MBE or WBE goals for a specific project by reviewing the type of project, elements of work to be performed, time for contract performance, and geographical location, history of MBE/WBE and non-MBE/WBE utilization, and availability of ready, willing, and able certified MBE/WBEs.

**14.2.2** The Bidder shall have a minimum goal of providing participation of Minority Business Enterprise, Women Business Enterprise and/or Service Disabled Veteran Business Enterprise (MBE/WBE/SDVE) Firms in the project, through self-performance, if a MBE/WBE/SDVE Firm, or by subcontracting with MBE/WBE/SDVE Firms as subcontractors, suppliers, or manufacturers, in the amount of the percent of contract price stated in the Bid Form ("MBE/WBE/SDVE Participation Goals"). The Owner will take into consideration the Bidder's success in achieving the MBE/WBE/SDVE Participation Goals in awarding the contract. Inability of any Bidder to meet one or more of the MBE/WBE/SDVE Participation Goals shall be cause for rejection of their Bid, unless the Bidder has demonstrated that they made a good faith effort to comply as set forth below.

**14.2.3** In addition to the MBE/WBE/SDVE Participation Goals set forth in the Bid Form, a three (3) point bonus preference will be given to a Bidder that is a certified Service-Disabled Veteran Enterprises (SDVE) business doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business. The bonus preference will **not** be given to a Bidder for the use of SDVE subcontractors, suppliers, or manufacturers. The bonus preference shall be calculated and applied by reducing the Bid amount of the SDVE Bidder by three

(3) percent of the apparent low, responsive Bidder's Bid. Based on this calculation, if the SDVE Bidder's resulting total Bid valuation is less than the Bid of the apparent low, responsive Bidder, the SDVE Bid becomes the apparent low, responsive Bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the SDVE Bidder's Bid or the amount(s) of any contract awarded.

#### **14.3 List of MBE/WBE/SDVE Firms**

**14.3.1** The Bidder shall submit, within forty-eight (48) hours of the receipt of bids to the University Contracting Officer, a list of MBE/WBE/SDVE Firms that will be performing as contractor, subcontractor, supplier, or manufacturer on the project. The list shall separately identify each MBE/WBE/SDVE Firm by name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, supplier, or manufacturer, the Bidder shall provide information for each affected category.

**14.3.2** Failure to include a complete list of MBE/WBE/SDVE Firms that will be used to meet the MBE/WBE/SDVE Participation Goals may be grounds for rejection of the Bid.

**14.3.3** The list of MBE/WBE/SDVE Firms shall be submitted in addition to any other listing of subcontractors required in the Bid Form or elsewhere in this document.

#### **14.4 MBE/WBE/SDVE Participation Computation**

**14.4.1** The Bidder may count toward the Supplier Diversity Goal only expenditures to MBE/WBE/SDVE Firms that perform a commercially useful function in the work of a contract. An MBE/WBE/SDVE Firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work or contract and is carrying out its responsibilities by actually performing managing and supervising the work.

**14.4.2** The Bidder may count toward its MBE/WBE/SDVE Participation Goals work granted to a second or subsequent tier subcontractor that is an MBE/WBE/SDVE Firm provided the MBE/WBE/SDVE Firm assumes the actual and contractual responsibility for performing work on the project. The Bidder may count toward its MBE/WBE/SDVE Participation Goals expenditures for materials and/or supplies obtained from an MBE/WBE/SDVE Firm, provided the MBE/WBE/SDVE Firm assumes the actual and contractual responsibility for the provision of the materials and/or supplies. To perform a commercially useful function, a supplier or manufacturer that is an MBE/WBE/SDVE Firm must be responsible for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.

**14.4.3** An MBE/WBE/SDVE Firm does not perform a commercially useful function if its role is solely that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. In determining whether a firm is such an extra participant, the Owner will examine similar transactions, particularly those in which MBE/WBE/SDVE Firms do not participate.

**14.4.4** A Bidder that is a certified MBE/WBE/SDVE may count one hundred percent 100% of the contract amount towards the applicable MBE/WBE/SDVE Participation Goal, less any amount awarded to another MBE/WBE/SDVE Firm. For projects with separate MBE/WBE/SDVE Participation Goals, the Bidder will be required to obtain participation in the other categories for which it is not certified through participation by subcontractors, suppliers, or manufacturers. Therefore, an MBE Bidder is expected to obtain the required WBE and SDVE participation; a WBE Bidder is expected to obtain the required MBE and SDVE participation; and a SDVE Bidder is expected to obtain the required MBE and WBE participation.

**14.4.5** If the Bidder is a joint venture and the joint venture itself is certified as a MBE/WBE/SDVE Firm, the joint venture may count toward the MBE/WBE/SDVE Participation Goals that portion of the total dollar value of the work equal to the percentage of the ownership and control of the MBE/WBE/SDVE Firm that is a participant in the joint venture. When a MBE/WBE/SDVE Firm performs work as a participant in a joint venture where the joint venture is **not** separately certified as an MBE/WBE/SDVE Firm, only the portion of the Contract Sum equal to the distinct, clearly defined portion of the work that the MBE/WBE/SDVE Firm performs with its own forces shall count toward the MBE/WBE/SDVE Participation Goals.

**14.4.6** If an MBE/WBE/SDVE Firm is certified in more than one category, that MBE/WBE/SDVE Firm may be used to satisfy more than one MBE/WBE/SDVE Participation Goal, provided that the MBE/WBE/SDVE Firm is awarded a sufficient percentage of the contract work to meet or exceed all applicable MBE/WBE/SDVE Participation Goals.

#### **14.5 Certification of MBE/WBE/SDVE Firms**

**14.5.1** The Bidder shall submit, within forty-eight (48) hours of the time for receipt of bids, to the University Contracting Officer, the information requested in the "MBE/WBE/SDVE Compliance Evaluation Form" for every MBE/WBE/SDVE Firm the Bidder intends to award work to under the contract to meet the MBE/WBE/SDVE Participation Goals.

**14.5.2** The Bidder is responsible for obtaining information regarding the certification status of an MBE/WBE/SDVE Firm. Firms must be certified as an MBE, WBE or SDVE, as applicable, by the State of Missouri, Office of Administration as of the date of bid opening.

#### **14.6 MBE/WBE/SDVE Participation Waiver**

**14.6.1** The Bidder is required to make a good faith effort to locate and contract with MBE/WBE/SDVE Firms. If a Bidder has made a good faith effort to secure the required MBE/WBE/SDVE Participation and has failed, the Bidder shall submit within forty-eight (48) hours of the time for receipt of bids, to the University Contracting Officer the information requested in "Application for MBE/WBE/SDVE Participation Waiver." The Contracting Officer will review the Bidder's actions as set forth in the Bidder's "Application for Waiver" and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the MBE/WBE/SDVE Participation

Goal(s). If the Bidder is judged not to have made a good faith effort, the Bid may be rejected. Bidders who demonstrate that they have made a good faith effort to meet the MBE/WBE/SDVE Participation Goal(s) may be awarded the contract regardless of the actual percent of MBE/WBE/SDVE Participation, provided that the Bid is otherwise acceptable and is determined to be the lowest, responsive, responsible Bid.

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

**14.6.2.1** The bidder's attendance at pre-bid conferences for the solicitation;

**14.6.2.2** The bidder's efforts and methods to provide M/WBEs and SDVEs with full sets of plans, specifications, or appropriate information in a timely manner to assist the M/WBE or SDVE in responding to the bidder's solicitation. This could include conducting market research to identify M/WBEs and SDVEs, and providing emails or written notices to all certified M/WBEs listed in OA's directory and listed SDVEs that specialize in the areas of work desired and which are located in the applicable area or surrounding areas as early in the acquisition process as practicable. Pro forma mailings to M/WBEs or SDVEs requesting bids are not alone sufficient to satisfy good faith efforts;

**14.6.2.3** The bidder's efforts to make initial contact with at least three (3) M/WBEs and SDVEs for each category of work to be performed, its follow up with those contacted, and whether the bidder received a proposal for those categories of work;

**14.6.2.4** The bidder's efforts to assist interested M/WBEs and SDVEs in obtaining bonding, lines of credit, or insurance or the efforts made to assist in obtaining necessary equipment, supplies, materials, or related assistance or services;

**14.6.2.5** The extent to which the bidder divided work into projects suitable for subcontracting to M/WBEs and SDVEs including, where appropriate, breaking out contract work items into economically feasible units, for example, smaller tasks or quantities to facilitate M/WBE or SDVE participation, even when the bidder might otherwise prefer to perform the work with its own forces. Prime contractors are not, however, required to accept higher quotes from M/WBEs or SDVEs if the price difference is excessive or unreasonable, but the fact that there may be some additional costs involved in finding and using M/WBEs or SDVEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE or SDVE percentage, as long as such costs are reasonable;

**14.6.2.6** The bidder's ability to provide sufficient evidence in the form of documentation that supports the information provided;

**14.6.2.7** The reasons provided by the bidder for the inability to reach a contract percentage and the ability of other bidders to meet the percentages, if applicable;

**14.6.2.8** Actual past participation of M/WBEs and SDVEs achieved by the bidder; and

**14.6.2.9** The rejection of an M/WBE or SDVE solely because its quotation for work was not the lowest received is not a sufficient good faith effort. However, a bidder is not required to accept an excessive or unreasonable quote in order to satisfy contract percentages.

#### **Submittal of Forms**

**14.7.1** Within forty-eight (48) hours of the time for receipt of bids, the apparent low Bidder shall submit to the University Contracting Officer all MBE/WBE/SDVE Compliance Evaluation Form(s), and/or Application for Waiver with supporting information, and an "Affidavit of MBE/WBE/SDVE Participation" for every MBE/WBE/SDVE Firm the Bidder intends to award work on the contract. The affidavit will be signed by both the Bidder and the MBE/WBE/SDVE Firm. Failure to submit the documents in the time indicated may result in rejection of the Bid.

#### **Additional Bid/Proposer Information**

**14.8.1** The Contracting Officer reserves the right to request from the apparent low Bidder additional, clarifying information regarding the Bidder's MBE/WBE/SDVE Participation and supporting documentation. The Bidder shall respond in writing to the Contracting Officer within twenty-four (24) hours of a request.

**14.8.2** The Contracting Officer reserves the right to request additional information after the Bidder has responded to prior requests. This information may include follow-up and/or clarification of the information previously submitted.

**14.8.3** The Bidder shall provide to the Owner information related to the MBE/WBE/SDVE Participation included in the Bidder's proposal, including, but not limited to, the complete Application for Waiver, evidence of certification of participating MBE/WBE/SDVE Firms, dollar amount of participation of MBE/WBE/SDVE Firms, information supporting a good faith effort as described above, and a list of all MBE/WBE/SDVE Firms that submitted bids to the Bidder with the MBE/WBE/SDVE Firm's price, and the name and the price of the firm awarded the scope of work.

#### **15. List of Subcontractors**

**15.1** If a list of subcontractors is required on the Bid Form, the Bidder shall list the name, city, and state of the firm(s) that will accomplish that portion of the contract requested in the space provided. This list is separate from both the list of MBE/WBE/SDVE Firms required in Section 15.2 and the complete list of subcontractors required in Section 10.1 of this document. Should the Bidder choose to perform any of the listed portions of the work with its own forces, the Bidder shall enter its own name, city, and state in the space provided. If acceptance or

non-acceptance of alternates will affect the designation of a subcontractor, the Bidder shall provide that information on the Bid Form.

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

**15.3** Upon award of the contract, the requirements of Article 10 herein and Article 5 of the General Conditions of the Contract for Construction will apply.

University of Missouri

General Conditions

of the

Contract

for

Construction

June 2025 Edition



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## **ARTICLE 1 GENERAL PROVISIONS**

### **1.1 Basic Definitions**

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

#### **1.1.1 Owner**

The Owner is The Curators of the University of Missouri. The Owner may act through its Board of Curators or any duly authorized committee or representative thereof. The Owner may also be referred to herein as "University".

#### **1.1.2 Contracting Officer**

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

#### **1.1.3 Owner's Representative**

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

#### **1.1.4 Architect**

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

#### **1.1.5 Owner's Authorized Agent**

When the term "Owner's Authorized Agent" is used herein, it shall refer to an employee or agency acting on the behalf of the Owner's Representative to perform duties related to code inspections, testing, operational systems check, certification or accreditation inspections, or other specialized work.

#### **1.1.6 Contractor**

The Contractor is the person or entity with whom the Owner has entered into the Contract for Construction. The term "Contractor" means the Contractor or the Contractor's authorized representative.

#### **1.1.7 Subcontractor and Lower-tier Subcontractor**

A Subcontractor is a person or organization who has a contract with the Contractor to perform any of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative. The term "Subcontractor" also is applicable to those furnishing materials to be incorporated in the Work whether

performed at the Owner's site or off site, or both. A lower-tier Subcontractor is a person or organization who has a contract with a Subcontractor or another lower-tier Subcontractor to perform any of the Work at the site. Nothing contained in the Contract Documents shall create contractual relationships between the Owner or the Architect and any Subcontractor or lower-tier Subcontractor of any tier.

#### **1.1.8 Minority Business Enterprises (MBE)**

Minority Business Enterprise (MBE) shall have the meaning set forth in Section 37.020, RSMo and the implementing regulations promulgated by the State of Missouri, Office of Administration.

#### **1.1.9 Women Business Enterprise (WBE)**

Women Business Enterprise (WBE) shall have the meaning set forth in Section 37.020, RSMo and the implementing regulations promulgated by the State of Missouri Office of Administration.

#### **1.1.10 Service-Disabled Veteran Enterprise (SDVE)**

Service-Disabled Veteran Enterprise (SDVE) shall have the same meaning as "Service-Disabled Veteran Business" set forth in Section 34.074, RSMo and the implementing regulations promulgated by the State of Missouri, Office of Administration.

#### **1.1.11 MBE/WBE/SDVE Firm**

MBE/WBE/SDVE Firm shall mean a business entity that is certified as an MBE, WBE, and/or SDVE by the State of Missouri, Office of Administration.

#### **1.1.12 Work**

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

#### **1.1.13 Approved**

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

#### **1.1.14 Contract Documents**

The Contract Documents consist of (1) the executed Contract for Construction, (2) these General Conditions of the Contract for Construction, (3) any Supplemental Conditions or Special Conditions identified in the Contract for Construction, (4) the Specifications identified in the Contract for Construction, (5) the Drawings identified in the Contract for Construction, (6) Addenda issued prior to the receipt of bids, (7) Contractor's bid addressed to Owner, including Contractor's completed Qualification Statement, (8) Contractor's Performance Bond and Contractor's Payment Bond, (9) Notice to Proceed, (10)

and any other exhibits and/or post bid adjustments identified in the Contract for Construction, (11) Advertisement for Bid, (12) Information for Bidders, and (13) Change Orders issued after execution of the Contract. All other documents and technical reports and information are not Contract Documents, including without limitation, Shop Drawings, and Submittals.

#### **1.1.15 Contract**

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

#### **1.1.16 Change Order**

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

#### **1.1.17 Substantial Completion**

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

#### **1.1.18 Final Completion**

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

#### **1.1.19 Supplemental and Special Conditions**

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

#### **1.1.20 Day**

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

#### **1.1.21 Knowledge**

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

#### **1.1.22 Punch List**

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

#### **1.1.23 Force Majeure**

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

### **1.2 Specifications and Drawings**

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

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

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

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

Documents and reasonably inferable from them as being necessary to produce the intended results.

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

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

**1.2.7** Only Work included in the Contract Documents is authorized, and the Contractor shall do no work other than that described therein.

**1.2.8** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents that it has performed its own investigation and examination of the Work site and its surroundings and satisfied itself before entering into this Contract as to:

- .1 conditions bearing upon transportation, disposal, handling, and storage of materials;
- .2 the availability of labor, materials, equipment, water, electrical power, utilities and roads;
- .3 uncertainties of weather, river stages, flooding and similar characteristics of the site;
- .4 conditions bearing upon security and protection of material, equipment, and Work in progress;
- .5 the form and nature of the Work site, including the surface and sub-surface conditions;

- .6 the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
- .7 the means of access to the site and the accommodations it may require and, in general, shall be deemed to have obtained all information as to risks, contingencies and other circumstances.
- .8 the ability to complete work without disruption to normal campus activities, except as specifically allowed in the Contract Documents.

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

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

### **1.3 Required Provisions Deemed Inserted**

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

## **ARTICLE 2 OWNER**

### **2.1 Information and Services Required of Owner**

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

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

### **2.2 Owner's Right to Stop the Work**

**2.2.1** If the Contractor fails to correct Work which is not in strict accordance with the requirements of the Contract

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

## **2.3 Owner's Right to Carry Out the Work**

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

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

## **2.4 Extent of Owner Rights**

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

**2.4.2** In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## **ARTICLE 3 CONTRACTOR**

### **3.1 Contractor's Warranty**

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

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

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

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

**3.1.5** The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their officers, agents, employees, and volunteers, from and against all loss or expense from any injury or damages to property of others suffered or incurred on account of any breach of the aforesaid obligations and covenants. The Contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor, or at the option of the



University, agrees to pay to or reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands. The parties hereto understand and agree that the University is relying on and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

### **3.2 Compliance with Laws, Regulations, Permits, Codes, and Inspections**

**3.2.1** The Contractor shall, without additional expense to the Owner, comply with all applicable laws, ordinances, rules, permit requirements, codes, statutes, and regulations (which may be collectively referred to as “laws”).

**3.2.2** Since the Owner is an instrumentality of the State of Missouri, municipal, or political subdivision, ordinances, zoning ordinances, and other like ordinances are not applicable to construction on the Owner’s property, and the Contractor will not be required to submit plans and specifications to any municipal or political subdivision authority to obtain construction permits or any other licenses or permits from or submit to, inspection by any municipality or political subdivision relating to the construction on the Owner’s property, unless required by the Owner in these Contract Documents or otherwise in writing.

**3.2.3** All fees, permits, inspections, or licenses required by municipality or political subdivision for operation on property not belonging to the Owner, shall be obtained by and paid for by the Contractor. The Contractor, of its own expense, is responsible to ensure that all inspections required by said permits or licenses on property, easements, or utilities not belonging to the Owner are conducted as required therein. All connection charges, assessments or transportation fees as may be imposed by any utility company or others are included in the Contract Sum and shall be the Contractor’s responsibility.

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

### **3.3 Anti-Kickback**

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

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

### **3.4 Supervision and Construction Procedures**

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

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

**3.4.3** The Contractor and each of its Subcontractors of any tier shall submit to the Owner such schedules of quantities and costs, progress schedules in accordance with 3.18 this document, payrolls, reports, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under the Contract.

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

**3.4.5** The Contractor shall establish and maintain a permanent benchmark to which access may be had during progress of the Work, and Contractor shall establish all lines

and levels, and shall be responsible for the correctness of such. The Contractor shall be fully responsible for all layout work for the proper location of Work in strict accordance with the Contract Documents.

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

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

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

**3.4.8** The Contractor shall coordinate all Work so there shall be no prolonged interruption of existing utilities, systems, and equipment of the Owner. Any existing plumbing, heating, ventilating, air conditioning, or electrical disconnection necessary, which affect portions of this construction or building or any other building, must be scheduled with the Owner's Representative to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, either intentionally or accidentally, shall not relieve the Contractor from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

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

**3.4.10** The Contractor shall be responsible for all shoring required to protect the Work or adjacent property and shall pay for any damage caused by failure to shore or by improper shoring or by failure to give proper notice.

Shoring shall be removed only after completion of permanent supports.

**3.4.11** The Contractor shall maintain at the Contractor's own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for students, faculty, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**3.4.12** During the performance of the Work, the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences, and other devices appropriately located on site which shall give proper and understandable warning to all persons of danger of entry onto land, structure, or equipment, within the limits of the Contractor's work area.

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

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

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

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

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

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

### **3.5 Use of Site**

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

**3.5.2** Only materials and equipment, which are to be used directly in the Work, shall be brought to and stored on the Work site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Work site. Protection of construction materials and equipment stored at the Work site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

**3.5.3** No project signs shall be erected without the written approval of the Owner's Representative.

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

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

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

### **3.6 Review of Contract Documents and Field Conditions by Contractor**

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

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

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

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

Contractor shall provide the quality of materials as generally specified throughout the Contract Documents.

### **3.7 Cleaning and Removal**

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

### **3.8 Cutting and Patching**

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

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

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

Work to the reasonable satisfaction of both the Owner's Representative and the Architect.

### **3.9 Indemnification**

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

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

**3.9.3** In claims against any person or entity indemnified under this Section 3.9 by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.9

shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

### **3.10 Patents**

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

**3.10.2** If the Contractor uses any design, device, or material covered by letters patent or copyright, 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 Sum include, and the Contractor shall pay all royalties, license fees or costs arising from the use of such design, device, or material in any way involved in the Work. The Contractor and/or sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or material or any trademark or copyright in connection with Work agreed to be performed under this Contract and shall indemnify the Owner for any cost, expense, or damage it may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

### **3.11 Delegated Design**

**3.11.1** If the Contract Documents specify the Contractor is responsible for the design of any Work as part of the project, then the Contractor shall procure all design services and certifications necessary to complete the Work as specified, from a design professional licensed in the State of Missouri. The signature and seal of that design professional shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals related to the Work. The design professional shall maintain insurance as required per Article 11.

### **3.12 Materials, Labor, and Workmanship**

**3.12.1** Materials and equipment incorporated into the Work shall strictly conform to the Contract Documents and representations and approved Samples provided by Contractor and shall be of the most suitable grade of their respective kinds for their respective uses and shall be fit

and sufficient for the purpose intended, merchantable, of good new material and workmanship, and free from defect. Workmanship shall be in accordance with the highest standard in the industry and free from defect in strict accordance with the Contract Documents.

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

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

**3.12.4** The Contractor shall base its bid only on the Contract Documents.

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

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

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

### **3.12.8 Substitutions**

**3.12.8.1** A substitution is a Contractor proposal of an alternate product or method in lieu of what has been specified or shown in the Contract Documents, which is not an "or equal" as set forth in Section 3.13.

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

- .1** Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.
- .2** Reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.

- .3 The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable.
- .4 The adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable.
- .5 An affidavit stating that (a) the proposed substitution conforms to and meets all of the Contract Document requirements and is code compliant, except as specifically disclosed and set forth in the affidavit and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted to the Architect and the Owner's Representative in sufficient time to allow the Architect and the Owner's Representative no less than ten (10) working days for review. No substitution will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

**3.12.8.3** Substitutions may be rejected without explanation at the Owner's sole discretion and will be considered only under one or more of the following conditions:

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

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

### **3.13 Approved Equal**

**3.13.1** Whenever in the Contract Documents any article, appliance, device, or material is designated by the name of a manufacturer, vendor, or by any proprietary or trade name, the words "or approved equal," shall automatically follow and shall be implied unless specifically indicated otherwise. The standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner's Representative and the Architect they are equal in design, appearance, spare parts availability, strength, durability, usefulness, serviceability, operation cost, maintenance cost, and convenience for the purpose intended. Any general listings of approved manufacturers

in any Contract Document shall be for informational purposes only and it shall be the Contractor's sole responsibility to ensure that any proposed "or equal" complies with the requirements of the Contract Documents and is code compliant.

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

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

### **3.14 Shop Drawings, Product Data, Samples, and Coordination Drawings/BIM Models**

**3.14.1** Shop Drawings are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**3.14.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

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

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

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

**3.14.7** The Contractor, at its own expense, shall submit Samples required by the Contract Documents with reasonable promptness as to cause no delay in the Work or the activities of separate contractors and no later than twenty

(20) days before materials are required to be ordered for scheduled delivery to the Work site. Samples shall be labeled to designate material or products represented, grade, place of origin, name of producer, name of the Contractor and the name and number of the Owner's project. Quantities of Samples shall be twice the number required for testing so that the Architect can return one set of the Samples. Materials delivered before receipt of Architect's approval may be rejected by the Architect and in such event, the Contractor shall immediately remove all such materials from the Work site. When requested by the Architect or the Owner's Representative, Samples of finished masonry and field applied paints and finishes shall be located as directed and shall include sample panels built at the site of approximately twenty (20) square feet each.

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

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

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

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

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



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

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

### **3.15 Record Drawings**

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

### **3.16.1 Operating Instructions and Service Manuals**

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

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

**.4.1** Recommended spare parts including catalog number and name of local suppliers or factory representative.

**.4.2** Belt sizes, types, and lengths.

**.4.3** Wiring diagrams.

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

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

### **3.16.2 Submission**

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

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

### **3.17 Taxes**

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

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

**3.17.3** Any excess resalable tangible personal property or materials which were purchased for the project under this Project Tax Exemption Certificate but which were not incorporated into or consumed in the Work shall either be returned to the supplier for credit or the appropriate sales or



use tax on such excess property or materials shall be reported on a return and paid by such purchasing party not later than the due date of the purchasing party's Missouri sales or use tax return following the month in which it was determined that the materials were not used in the Work.

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

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

### **3.18 Contractor's Construction Schedules**

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

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

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

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

- .2** The schedule shall be prepared and maintained in CPM format, in accordance with Construction CPM Scheduling, published by the Associated General Contractors of American (AGC).
- .3** Prior to submittal to the Owner's Representative for review, the Contractor shall obtain full buy-in to the schedule from all major Subcontractors, in writing if so, requested by Owner's Representative.
- .4** Schedule shall be updated, in accordance with Construction CPM Scheduling, published by the AGC, on a monthly basis at minimum, prior to, and submitted with, the monthly pay application or as requested by the Owner's Representative.
- .5** Along with the update the Contractor shall submit a narrative report addressing all changes, delays and impacts, including weather to the schedule during the last month, and explain how the end date has been impacted by same.
- .6** The submission of the updated schedule certifies that all delays and impacts that have occurred on or to the project during the previous month have been factored into the update and are fully integrated into the schedule and the projected completion date.

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

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

## **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

### **4.1 Rights of the Owner**

**4.1.1** The Owner's Representative will administer the Construction Contract. The Architect will assist the Owner's

Representative with the administration of the Contract as indicated in these Contract Documents.

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

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

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

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

**4.1.6** The Owner does not allow smoking on University property.

## **4.2 Rights of the Architect**

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

## **4.3 Review of the Work**

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

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

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

## **4.4 Claims**

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

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

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

## **4.5 Claims for Concealed or Unknown Conditions**

**4.5.1** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to

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

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

#### **4.6 Claim for Additional Cost**

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

#### **4.7 Claims for Additional Time**

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

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

**4.7.2** If weather days are the basis for a Claim for additional time, such Claim shall be documented by the Contractor by data acceptable to the Owner's Representative substantiating that weather conditions for the period of time in question, had an adverse effect on the critical path of the scheduled construction. Weather days shall be defined as days on which critical path work cannot proceed due to weather conditions (including but not limited to rain, snow, etc.), in excess of the number of days shown on the anticipated weather day schedule in the Special Conditions. To be considered a weather day, at least four (4) working hours must be lost due to the weather conditions on a critical path scope item for that day. Weather days and anticipated weather days listed in the Special Conditions shall only apply to Monday through Friday. A weather day claim cannot be made for Saturdays, Sundays, New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day, unless that specific day was approved in writing for work by the Owner's Representative.

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

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

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

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

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

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

#### **4.8 Resolution of Claims and Disputes**

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

**4.8.2** If a Claim has not been resolved, the Contractor shall, within ten (10) days after the Owner's Representative's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested, (2) modify the initial Claim, or (3) notify the Owner's Representative that the initial Claim stands.

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

#### **4.9 Administrative Review**

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

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

**4.9.3** If the Contractor is not in agreement with the proposal of the Owner's Review Administrator as to the

resolution of the Claim, the Contractor may file a written appeal with the UM System Contracting Officer, [in care of the Executive Director of Facilities Planning and Development, University of Missouri, 130 General Services Building, University of Missouri, Columbia, Missouri 65211] within fifteen (15) days after receipt of the Owner's Review Administrator's proposal. The UM System Contracting Officer will call a meeting of the Contractor, the Owner's Representative, and the Owner's Review Administrator by written notice, within thirty (30) days after receipt of the Contractor's written appeal. The Owner's Review Administrator shall provide the UM System Contracting Officer with a copy of the written decision and summary of the review meeting, the Contractor's corrections, or comments regarding the summary of the review meeting, and any written documentation presented by the Contractor and the Owner's Representative at the initial review meeting. The parties may present further documentation and/or present the testimony of any knowledgeable person regarding the Claim at the meeting called by the UM System Contracting Officer.

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

### **ARTICLE 5 SUBCONTRACTORS**

#### **5.1 Award of Subcontracts**

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

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

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

## **5.2 Subcontractual Relations**

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

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

## **5.3 Contingent Assignment of Subcontract**

**5.3.1** No assignment by the Contractor of any amount or any part of the Contract or of the funds to be received thereunder will be recognized unless such assignment has

had the written approval of the Owner, and the surety has been given due notice of such assignment and has furnished written consent hereto. In addition to the usual recitals in assignment Contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of the Contract and to claims and to liens for services rendered or materials supplied for the performance of the Work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

## **ARTICLE 6 SEPARATE CONTRACTS AND COOPERATION**

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

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

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

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

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

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

**6.7** If Contractors or Subcontractors of any tier refuse to cooperate with the instructions and reasonable requests of other contractors performing work for the Owner under separate contract, in the overall coordinating of the Work, the

Owner's Representative may take such appropriate action and issue such instructions as in his judgement may be required to avoid unnecessary and unwarranted delay.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 CHANGE ORDERS**

**7.1.1** A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor formalizing their agreement on the following:

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

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

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

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

- .1** By a lump sum proposal from the Contractor and the Subcontractors of any tier, including overhead and profit.
- .2** By a time and material basis with or without a specified maximum. The Contractor shall submit to the Owner's Representative itemized time and material sheets depicting labor, materials, equipment utilized in completing the Work on a daily basis for the Owner's Representative approval. If this pricing option is utilized, the Contractor may be required to submit weekly reports summarizing costs to date on time and material Change Order Requests not yet finalized.
- .3** By unit prices contained in the Contractor's original bid and incorporated in the Construction Contract or subsequently agreed upon. Such unit prices contained in the Contractor's original proposal are understood to include the Contractor's overhead and profit. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of the Work proposed will cause substantial inequity to the Owner or to the

Contractor, the applicable unit prices shall be equitably adjusted.

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

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

- .1** Labor: The Contractor's proposal shall include breakdowns by labor, by trade, indicating number of hours and cost per hour for each Subcontractor as applicable. Such breakdowns shall only include employees in the direct employ of the Contractor or Subcontractors in the performance of the Work. Such employees shall only include laborers at the site, mechanics, craftsmen and foremen. Payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor or Subcontractors. Any item or expense outside of these categories is not allowed. The expense of performing Work after regular working hours, on Saturdays, Sundays or legal holidays shall not be included in the above, unless approved in writing and in advance by Owner.
- .2** Material, supplies, consumables and equipment to be incorporated into the Work at actual invoice cost to the Contractor or Subcontractors; breakdowns showing all material, installed equipment and consumables fully itemized with number of units installed and cost per unit extended. Any singular item or items in aggregate greater than one thousand dollars (\$1,000) in cost shall be supported with supplier invoices at the request of the Owner's Representative. Normal hand tools are not compensable.
- .3** Equipment: Breakdown for required equipment shall itemize (at a minimum) delivery / pick-up charge, hourly rate and hours used. Operator hours and rate shall not be included in the equipment breakdown. Contractor must use the most cost-effective equipment available in the area and should not exceed the rates listed in the Rental Rate Blue Book for Construction Equipment (Blue Book). The Contractor shall submit documentation for the Blue Book to support the rate being requested.

### **7.2 Construction Change Directive**

**7.2.1** A construction change directive is a written order prepared and signed by the Owner, issued with supporting documents prepared by the Architect (if applicable), directing a change in the Work prior to agreement on adjustment of the Contract amount or Contract Time, or both. A Construction

Change Directive shall be used in the absence of complete agreement between the Owner and Contractor on the terms of a Change Order. If the Construction Change Directive allows an adjustment of the Contract amount or time, such adjustment amount shall be based on one of the following methods:

- .1 A lump sum agreement, properly itemized and supported by substantiating documents of sufficient detail to allow evaluation.
- .2 By unit prices contained in the Contractor's original proposal and incorporated in the Construction Contract or subsequently agreed upon.
- .3 A method agreed to by both the Owner and the Contractor with a mutually agreeable fee for overhead and profit.
- .4 In the absence of an agreement between the Owner and the Contractor on the method of establishing an adjustment of the Contract amount, the Owner, with the assistance of the Architect, shall determine the adjustment amount on the basis of expenditures by the Contractor for labor, materials, equipment, and other costs consistent with other provisions of the Contract. The Contractor shall keep and submit to the Owner an itemized accounting of all cost components, either expended or saved, while performing the Work covered under the Construction Change Directive.

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

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

### **7.3 Overhead and Profit**

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

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

Work involved but in no case shall exceed the following:

- |     |   |
|-----|---|
| 15% | To the Contractor or the Subcontractor of any tier for Work performed with their respective forces or materials purchased |
| 5%  | To the Contractor on Work performed by other than the Contractor's forces   |
| 5%  | To first tier Subcontractor on Work performed by his Subcontractor  |

**.3**

, extent, and complexity of The Contractor will be allowed to add 2% for the cost of bonding and insurance to their cost of work. This 2% shall be allowed on the total cost of the added work, including overhead and profit.

**.4** Not more than three mark-ups, not to exceed individual maximums shown above, shall be allowed regardless of the number of tier Subcontractors. Overhead and profit shall be shown separately for each Subcontractor of any tier and the Contractor.

**.5** On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change in direct cost for the Contractor or Subcontractor of any tier performing the Work.

**.6** The percentages for overhead and profit credit to the Owner on Change Orders that are strictly decreases in the quantity of work or materials shall be negotiated and may vary according to the nature the Work involved, but shall not be less than the following:

#### **Overhead and Profit**

- |      |   |
|------|---|
| 7.5% | Credit to the Owner from the Contractor or Subcontractor of any tier for Work performed with their respective forces or materials purchased |
| 2.5% | Credit to the Owner from the Contractor on Work performed by other than his forces  |
| 2.5% | Credit to the Owner from the first tier Subcontractor on Work performed by his Subcontractor of any tier                                    |

### **7.4 Extended General Conditions**

**7.4.1** The Contractor acknowledges that the percentage mark-up allowed on Change Orders for overhead and profit cover the Contractor's cost of administering and executing the Work, inclusive of Change Orders that increase the Contract Time. The Contractor further acknowledges that no compensation beyond the specified mark-up percentages for extended overhead shall be due or payable as a result of an increase in the Contract Time.

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

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

- .1** For the portion of the direct payroll cost of the Contractor's project manager expended in completing the Work and the direct payroll cost of other onsite administrative staff not included in Article 7.3.1. Direct payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor;
- .2** Cost of the Contractor's temporary office, including temporary office utilities expense;
- .3** Cost of temporary utilities required in the performance of the Work;
- .4** Profit not to exceed 5% of the total extended overhead direct costs;

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

## **7.5 Emergency Work**

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

## **ARTICLE 8 TIME**

### **8.1 Progress and Completion**

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

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

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

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

### **8.2 Delay in Completion**

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

**8.2.2** All time limits stated in the Contract are of the essence of the Contract. However, if the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by the Owner's Representative, by changes ordered in the Work, Force Majeure including but not limited to war, armed conflict, riot, civil commotion or disorder, act of terrorism or sabotage; epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, act of God or natural disaster such as earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, occupation of factories and premises, or any other causes beyond the Contractor's reasonable control which the Owner's Representative determines may justify delay then, upon submission of the Time Impact Schedule Analysis (TIA) justifying the delay called out in Section 4.7 of these General Conditions, the Contract Time may be extended for a reasonable time to the extent such delay will prevent the Contractor from achieving Substantial Completion and/or Final Completion within the Contract Time and if performance of the Work is not, was not or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. It shall be a condition precedent to any adjustment of the Contract Time that the Contractor provides the Owner's Representative with written notice of the cause of delay within seven (7) days from the occurrence of the event or condition which caused the claimed delay. If a Force Majeure is approved by the Owner as the basis for a delay claim, an adjustment in the Contract Time to the extent the Force Majeure impacts the schedule is the only remedy. No increase in the Contract Sum for any reason shall be allowed due to a Force Majeure.

**8.2.3** The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, (2) could not be limited or



avoided by the Contractor's timely notice to the Owner of the delay, (3) prevents the Contractor from completing its Work by the Contract Time, and (4) is of a duration not less than one (1) day. Delays attributable to and within the control of a Subcontractor or supplier shall not justify an extension of the Contract Time.

**8.2.4** Notwithstanding anything to the contrary in the Contract Documents, except as otherwise noted in these General Conditions, an extension in the Contract Time, to the extent permitted under this Article, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other claims due to or caused by any events beyond the control of both the Owner and the Contractor defined herein as Force Majeure. In no event shall the Contractor be entitled to any compensation or recovery of any damages or any portion of damages resulting from delays caused by or within the control of the Contractor or by acts or omissions of the Contractor or its Subcontractors of any tier or delays beyond the control of both the Owner and the Contractor. If the Contractor contends that delay, hindrance, obstruction or other adverse condition results from acts or omissions of the Owner, the Owner's Representative or the Architect, the Contractor shall provide written notice to the Owner within seven (7) calendar days of the event giving rise to such claim. The Contractor shall only be entitled to an adjustment in the Contract Sum to the extent that such acts or omissions continue after the Contractor's written notice to the Owner of such acts or omissions, but in no case shall Force Majeure be the basis of an increase in the Contract Sum. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be the basis of any Claim for an increase in the Contract Sum or Contract Time. In the event Contractor is entitled to an adjustment in the Contract Sum for any delay, hindrance, obstruction or other adverse condition caused by the acts or omissions of the Owner, the Owner's Representative or the Architect, the Contractor shall only be entitled to its actual direct costs caused thereby and the Contractor shall not be entitled to and waives any right to special, indirect, or consequential damages including loss of profits, loss of savings or revenues, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar type of damages.

**8.2.5** If the Contractor submits a progress report or any construction schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied. Further, the Contractor acknowledges and agrees that even if the Contractor intends or is able to complete the Work prior to

the Contract Time, it shall assert no Claim and the Owner shall not be liable to the Contractor for any failure of the Contractor, regardless of the cause of the failure, to complete the Work prior to the Contract Time.

### **8.3 Liquidated Damages**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 Commencement, Prosecution, and Completion**

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

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

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

- .1** Contract
- .2** Bond (See Article 11)
- .3** Insurance (See Article 11)
- .4** List of Subcontractors of any tier

**9.1.4** In the event the Contractor fails to provide the Owner such documents, the Contractor may not enter upon the site of the Work until such documents are provided. The date the

Contractor is required to commence and complete the Work shall not be affected by the Owner denying the Contractor access to the site as a result of the Contractor's failure to provide such documents and the Contractor shall not be entitled to an adjustment of the Contract Time or Contract Sum as a result of its failure to provide the Owner the required documents

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

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

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

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

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

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

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

## **9.2 Contract Sum**

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

## **9.3 Schedule of Values**

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

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

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

## **9.4 Applications for Payment**

**9.4.1** The Contractor shall submit monthly to the Owner's Representative and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner's Representative or the Architect may require, such as

copies of requisitions from Subcontractors and material suppliers, and reflecting retainage as provided for herein.

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

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

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

No allowance shall be made in the project pay requests for materials not delivered to the site of the Work and incorporated into the Work, except as noted below. For the purposes of this Contract, offsite is defined as any location not owned or leased by the Owner. The Contractor shall submit a list of materials that they are requesting payment for offsite storage within sixty (60) days of Notice to Proceed.

- .1** Items considered to be major items of considerable magnitude, if suitably stored, may be allowed in project pay requests on the basis of ninety percent (90%) of invoices
- .2** Determination of acceptable "major items of considerable magnitude" and "suitably stored" shall be made by the Owner's Representative.
- .3** Aggregate quantities of materials not considered unique to this project will not be considered for offsite storage payment.
- .4** The Contractor shall submit to the Owner's Representative a list of the material for which

application for payment for offsite storage is anticipated no less than forty-five days (45) prior to the submission of the applicable pay request. The list shall include a material description, applicable division, quantity, and discounts offered to the Owner for early payment. The Contractor shall also submit the location the material will be stored and the method of protection

- .5** The storage facility shall be subject to approval by the Owner's representative, shall be located within an acceptable distance of the project sites as established by the Owner's Representative and all materials for the Owner's project must be stored separately from all other items within the storage facility and shall be labeled and stored in the name of "The Curators of the University of Missouri."
- .6** The Owner's Representative shall be provided a minimum of two weeks' notice to visit the storage facility and inspect the stored material prior to submission of the pay request.
- .7** Upon favorable inspection by the Owner's Representative, the Contractor shall, at the Owner's option, submit a Bill of Sale on forms provided by the Owner's Representative, transferring title of the material or equipment to "The Curators of the University of Missouri."
- .8** An invoice provided by the supplier shall be included with the applicable pay request.
- .9** The Contractor shall remain fully responsible for all items, until acceptance of the project by the Owner.
- .10** The Contractor shall reimburse all costs incurred by the Owner in inspecting and verifying all material stored offsite, including mileage, airfare, meals, lodging and time, charged at a reasonable hourly rate.
- .11** The Contractor shall furnish and maintain insurance covering the replacement cost of the material stored offsite against all losses and shall furnish proof of coverage with the application for payment for material stored offsite.
- .12** The Contractor is responsible for all costs related to storage and handling of material stored offsite unless otherwise directed by the Owner's Representative.

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

**9.4.6** The Contractor will be reimbursed for ninety-five percent (95%) of the value of all labor furnished and material installed and computed in the same manner, less all previous payments made. On projects where a bond is not required, the Contractor will be reimbursed for ninety percent (90%) of the value of all labor furnished and material installed and computed in the same manner, less all previous payments made. The Owner shall hold the remaining five (5) or ten (10) percent, as applicable, as retainage until Substantial Completion of the work as set forth in 9.9.3 below.

## **9.5 Approval for Payment**

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

## **9.6 Decisions to Withhold Approval**

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

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

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

## **9.7 Progress Payments**

**9.7.1** Based upon Applications for Payment submitted to the Owner by the Contractor and approvals issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor

as provided below and elsewhere in the Contract Documents.

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

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

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

**9.7.5** Within fifteen (15) days following receipt payment from the Owner, the Contractor shall pay each Subcontractor and supplier out of the amount paid to the Contractor on account of such Subcontractor's or supplier's portion of the Work, the amount to which said Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of each Subcontractor's or supplier's portion of the Work, in full compliance with state statute. The Contractor shall, by appropriate agreement with each Subcontractor or supplier, require each Subcontractor or supplier to make payments to Sub-subcontractors in similar manner. If the Owner, the architect or engineer of record, and the Contractor all determine that a particular Subcontractor's portion of the Work has been satisfactorily completed, including corrective work and closeout requirements, payment equal to one hundred percent (100%) of the subcontract amount for that Subcontractor can be made to the Contractor prior to Substantial Completion. The Contractor shall request such adjustment as necessary to enable the Contractor to pay the Subcontractor in full. This does not relieve the Contractor of any responsibilities under the terms of the Contract and any deficiencies subsequently discovered shall be corrected at no cost to the Owner.

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

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

## **9.8 Failure of Payment**

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

## **9.9 Substantial Completion**

**9.9.1** Substantial Completion is the stage in the progress of the Work as defined in Paragraph 1.1.14 as certified by the Owner.

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

**9.9.3** At the date of Substantial Completion, the Contractor may apply for, and if approved by Owner's Representative, the Owner, subject to the provisions herein, shall release the retainage, increasing the total payments to one hundred percent (100%) of the Contract Sum less one hundred fifty percent (150%) of the value of any incomplete

Work and unsettled claims, as determined by the Owner's Representative.

## **9.10 Partial Occupancy or Use**

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

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

## **9.11 Final Completion and Final Payment**

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

**9.11.2** The Owner will request the Contractor to submit the application for final payment along with a manually signed notarized letter on the Contractor's letterhead certifying that:

- .1** Labor costs, prevailing wage rates, fringe benefits and material costs have been paid.
- .2** Subcontractors of any tier and manufacturers furnishing materials and labor for the project have fully completed their Work and have been paid in full.
- .3** The project has been fully completed in accordance with the Contract Documents as modified by Change Orders.
- .4** The acceptance by the Contractor of its final payment, by check or electronic transfer, shall be and operate as a

release of all claims of the Contractor against the Owner for all things done or furnished or relating to the Work and for every act or alleged neglect of the Owner arising out of the Work.

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 Safety Precautions and Programs**

**10.1.1** The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules, regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.

**10.1.2** The Contractor and all Subcontractors to the Contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the Owner of \$2,500 plus an additional \$100 for each employee employed by the Contractor or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training." (Section 292.675, RSMo).

**10.1.3** In the event the Contractor encounters on the site, material reasonably believed to be asbestos,

polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and the Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

### **10.2 Safety Of Persons and Property**

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

- .1** students, faculty, staff, the public, construction personnel, and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

**10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

**10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under Article 10, except damage or loss attributable solely to acts or omissions of the Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either

of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.

**10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and the Architect. The Contractor shall hold regularly scheduled safety meetings to instruct the Contractor's personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its Subcontractors of any tier.

**10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

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

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 Insurance**

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

**11.1.2** The Contractor shall not be allowed on the Owner's property without proof of the insurance coverages set forth herein

### **11.2 Commercial General Liability**

**11.2.1** The Contractor shall secure and maintain from the date of the Contract, and for a period of at least ten (10)

years from the date of Final Completion of the entire Work, Commercial General Liability insurance ("CGL") with a combined single limit of not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products and completed operations aggregate, and \$1,000,000 personal injury and advertising injury. General Aggregate must apply per project. An umbrella policy may be used to satisfy these limits.

**11.2.2** CGL insurance shall be written on a Commercial form CG 00 01 or an equivalent form providing the same coverages and shall cover claims and liability in connection with or resulting from the Contractor's operations and activities under the Contract, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any operations or activities of the Contractor, its agents, or any Subcontractors of any tier or by anyone directly or indirectly employed by either of them.

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

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

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

### **11.3 Licensed for Use Vehicle Liability**

**11.3.1** The Contractor shall secure and maintain from the date of the Contract for Construction until the date of Final Completion of the entire Work, insurance, to be on comprehensive form, which shall protect the Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Work under this Contract, and shall cover the operation on or off the site of the Work of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. Such insurance shall include contractual liability coverage and shall provide coverage on the basis of the date of any accident. The liability limits under such policy shall not be less than \$2,000,000 combined single limit for bodily injury and property damage per accident.

**11.3.2** The Contractor waives all rights against the Owner and its agents, officers, directors, and employees for recovery

of damages to the extent such damages are covered by the automobile liability insurance required hereunder.

#### **11.4 Workers' Compensation Insurance**

**11.4.1** The Contractor shall purchase and maintain workers' compensation insurance and employers' liability insurance which shall protect the Contractor from claims for injury, sickness, disease or death of the Contractor's employees or statutory employees. The insurance policies required hereunder shall include an "all states" or "other states" endorsement. In case any Work is subcontracted, the Contractor shall require any Subcontractor of any tier to provide the insurance coverages required under this Paragraph.

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

#### **11.5 General Insurance Requirements and Professional Liability**

**11.5.1** Any Consultant/Contractor providing professional design services as part of the Contract shall be required to provide and maintain, from the date of this Contract and for a period of ten (10) years after the date of Final Completion, Professional Liability insurance, in a claims made form, to cover any claims, including but not limited to errors, omissions, and negligence, which may arise from the design and related services performed by the Consultant. The minimum limits for such policy shall be \$1,000,000.00 per claim/\$1,000,000.00 aggregate.

**11.5.2** "The officers, employees, and agents of The Curators of the University of Missouri" shall be added as Additional Insured with respect to the CGL, umbrella/excess and Automobile Liability policies required herein. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the inception date of the Contract between the Contractor and the University. The Contractor is required to maintain coverages as stated and required to notify the University of a carrier change or cancellation within two (2) business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract. The Contractor shall request that its insurer(s) include the following disclaimer in any insurance policy, rider or endorsement issued pursuant to this Additional Insured requirement: "Neither the requirement for Additional Insured status nor any of the Contractor's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by The Curators of the University of Missouri, the Board of

Curators of the University of Missouri, or any of its officers, employees or agents."

The Additional Insured status must be conveyed by using the ISO CG 20 10 (2004) edition or equivalent and the ISO CG 20 37 (2004) edition. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractors' insurance. To confirm, the Endorsement should accompany the insurance certificate.

**11.5.3** All insurance coverages procured by the Contractor shall be provided by agencies and insurance companies acceptable to and approved by Owner. All insurance coverage shall be provided by insurance companies that are duly licensed to conduct business in the State of Missouri as an admitted carrier, except that the Professional Liability insurance required herein may be provided by any insurance company legally authorized to do business in the State of Missouri. The form and content of all insurance coverage provided by the Contractor are subject to the approval of the Owner. All required insurance coverages shall be obtained and paid for by the Contractor. Any approval of the form, content or insurance company by the Owner shall not relieve the Contractor from the obligation to provide the coverages required herein. All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A-" and financial ratings not lower than "XI" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than \$10,000.00 and shall not be subject to a per-occurrence deductible of more than \$25,000.00. Insurance procured by the Contractor covering the Additional Insureds shall be primary insurance and any insurance maintained by Owner shall be excess insurance.

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

**11.5.5** The Contractor shall furnish the Owner with certificates, Additional Insured endorsements, policies, or binders which indicate the Contractor and/or the Owner and other Contractors (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the Work. The Contractor is required to maintain coverages as stated and required to notify the University of a carrier change or cancellation within two (2) business days. The University reserves the right to request a copy of the policy. The Contractor fails to provide, procure, and deliver acceptable policies of insurance or satisfactory



certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Contractor without notice to the Contractor.

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

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

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

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

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

**11.5.11** By requiring the insurance set forth herein and in the Contract Documents, the Owner does not represent or warrant that coverage and limits will necessarily be adequate to protect the Contractor, and such coverages and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Owner in the Contract Documents. For those policies requiring the Owner to be added as an Additional Insured, as set forth herein, the Owner and all other indemnified parties shall be an Additional Insured for the full limits carried by the Contractor, not just the limits required herein.

**11.5.12** If Contractor's liability policies do not contain a standard separation of insureds provision, such policies shall be endorsed to provide cross-liability coverage.

**11.5.13** If a part of the Work hereunder is to be subcontracted, the Contractor shall: (1) cover any and all Subcontractors in its insurance policies; (2) require each Subcontractor to secure insurance which will protect said Subcontractor and supplier against all applicable hazards or

risks of loss designated in accordance with Article 11; and (3) require each Subcontractor or supplier to assist in every manner possible in the reporting and investigation of any accident, and upon request, to cooperate with any insurance carrier in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required by any claim or suit.

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

## **11.6 Builder's Risk Insurance**

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

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

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

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

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

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

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

- .2 the date on which final payment of this Contract has been made by the Owner to the Contractor; or
- .3 the date on which the insurable interests in the property of all insureds other than the Owner have ceased.

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

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

## **11.7 Bonds**

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

the duration of the Contract plus the Guaranty Period as required by the Contract Documents.

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

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

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

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

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

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF THE WORK**

#### **12.1 Uncovering of the Work**

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

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

## **12.2 Correction of the Work**

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

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

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

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

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

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

## **12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 Written Notice**

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

### **13.2 Rights and Remedies**

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

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

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

**13.2.4** The Contractor shall carry out the Work and adhere to the current construction schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Owner and the Contractor may otherwise agree to in writing.

### **13.3 Tests and Inspections**

**13.3.1** Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, codes, or regulations shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory, the Owner's Authorized Agent, or entity acceptable to the Owner, and the Contractor shall bear related costs of tests, inspections, and approvals as required in the Contract Documents. The Contractor shall give the Architect, the Owner's Representative, and the Owner's Authorized Agent timely notice of when and where tests and inspections are to be made so the Architect, the Owner's Representative and/or the Owner's Authorized Agent may observe procedures or perform the necessary tests or inspections.

**13.3.2** If the Architect, the Owner's Representative, or the Owner's Authorized Agent determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, or required by law, the Architect, or the Owner's Representative will instruct the Contractor to make arrangements for such additional testing, inspection, or approval by an entity acceptable to the Owner's Representative and the Contractor shall give timely notice to the Architect, the Owner's Representative or the Owner's Authorized Agent, of when and where tests and inspections are to be made so

the Architect, the Owner's Representative and/or the Owner's Authorized Agent, may choose that the tests or inspections can be performed or observed. The Owner will bear such costs except as provided elsewhere in Article 13.

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

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

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

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

### **13.4 Nondiscrimination**

**13.4.1** In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall not discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law.

**13.4.2** The University serves from time to time as a contractor for and/or receives grant funding from the United States government and/or State of Missouri. Accordingly, the Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders applicable to subcontractors of government contractors or to contractors of grant recipients, including those relating to equal employment of minorities, women, persons with disabilities, certain veterans and based on sexual orientation and gender identity, as each may be amended from time to time. Contract clauses required by the

United States government or State of Missouri in such circumstances are incorporated herein by reference.

### **13.5 MBE/WBE/SDVE Participation Goals**

**13.5.1** The Contractor shall provide participation of MBE/WBE/SDVE Firms in the Project, through self-performance, if a MBE/WBE/SDVE Firm, or by subcontracting with MBE/WBE/SDVE Firms as Subcontractors, suppliers or manufacturers, in an amount that is no less than the percent of the Contract Sum that was promised in the Contractor's bid and/or the amount accepted by the Owner.

**13.5.2** If the Contractor must remove any MBE/WBE/SDVE Firm as a Subcontractor, supplier or manufacturer under the Contract, the Contractor shall replace the MBE/WBE/SDVE Firm with one or more MBE/WBE/SDVE Firms in an amount equal to the dollar value of the work awarded to the MBE/WBE/SDVE Firm that was removed. The Contractor shall immediately notify the Owner's Representative in writing of the Contractor's intent to remove any MBE/WBE/SDVE Firm as a Subcontractor, supplier or manufacturer, and the Contractor's plan to provide the promised amount of MBE/WBE/SDVE Participation. All changes of a MBE/WBE/SDVE Firm as a Subcontractor of any tier, supplier or manufacturer under the Contract shall be approved by the Executive Director of Facilities Planning and Development.

**13.5.3** If the Contractor fails to meet or to maintain the promised amount of MBE/WBE/SDVE Participation, the Contractor shall immediately notify in writing the Owner's Representative and the Executive Director of Facilities Planning and Development. Such notice shall include a description of the Contractor's good faith effort to provide the promised MBE/WBE/SDVE Participation.

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

**13.5.5** In the enforcement of the non-discrimination requirements in Section 13.4 and 13.5, the Owner may use any reasonable procedures available, including but not limited to: requests, reports, site visits, and inspection of relevant documents of Contractors and Subcontractors of any tier. The Contractor shall submit a final Affidavit of MBE/WBE/SDVE Participation for each MBE/WBE/SDVE Firm at the end of the project stating the actual amount paid to the MBE/WBE/SDVE Firm.

### **13.6 Wage Rates (If the Contract amount is less than \$75,000, the requirements of this Section will not apply. Any adjustments that increase the Contract cost above \$75,000 will be subject to this Section, per Section 290.230, RSMo.)**

**13.6.1** The Contractor and its Subcontractors shall pay all workers performing work under the Contract not less than the prevailing hourly rate of wages or the public works contracting minimum wage, whichever is applicable, as set out in the Annual Wage Order that is attached to and made part of the specifications for work under the Contract, in accordance with Sections 290.210 to 290.340, RSMo (Missouri Prevailing Wage Law) and related regulations. The Annual Wage Order(s) published by the Missouri Department of Labor and Industrial Relations (MDLIR) for the location where the Work is performed is incorporated into the Contract by this reference. The Contractor shall use applicable MDLIR regulations, including, but not limited to, 8 CSR 30-3.010-3.060, in determining the appropriate occupational titles and rates for workers used in the execution of this Contract. All determinations and/or interpretations regarding wage rates and classification of workers will be made by the office of the University of Missouri Executive Director of Facilities Planning and Development.

**13.6.2** If this Project is financed in whole or in part from Federal funds (as indicated in the bid or Contract Documents), then this Contract shall be subject to all applicable federal labor statutes, rules, and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the "Federal Labor Standards Provisions." Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law, on a classification-by-classification basis.

**13.6.3** The Contractor will forfeit a penalty to the Owner of \$100 per day (or portion of a day) for each worker that is paid less than the specified rate for any work done under the Contract by the Contractor or by any Subcontractor. The Owner shall deduct from any unpaid amounts then or thereafter due the Contractor under the Contract all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340, RSMo. (Section 290.250, RSMo) The Contractor agrees to abide by any decision made by the Owner regarding underpayment of wages to workers and amounts owed them as well as penalties for underpayment of wages.

**13.6.4** The prevailing wage rate(s) and public works contracting minimum wage(s) included in the Annual Wage Order(s) include fringe benefits as set forth in Sections 290.219 and 290.257, RSMo. Fringe benefit payments may be made to the worker in cash, or irrevocably made by a Contractor or Subcontractor to a trustee or to a third person pursuant to a fund, plan or program, or pursuant to an enforceable commitment, or any combination thereof, to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical

or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the Contractor or Subcontractor is not required by other federal or state law to provide any of the benefits as referenced in Section 290.210(5), RSMo.

**13.6.5** The Contractor shall make full payment of the applicable required wages to workers in legal tender. Pay for travel, mileage, meals, bonuses, or other expenses are not fringe benefits and cannot be considered part of the workers wage rate. The Contractor shall not make any deductions for food, sleeping accommodations, transportation, use of small tools, uniforms, or anything of any kind or description, unless the Contractor and employee enter into an agreement in writing at the beginning of the worker's term of employment, and such agreement is approved by the Owner as fair and reasonable in accordance with Section 290.315, RSMo.

**13.6.6** The Contractor shall submit to the Owner with the Contractor's periodic pay request, certified payroll records for labor performed by the Contractor and Subcontractors of any tier. The Contractor shall submit all required certified payroll information records electronically in pdf format using the Owner's web-based payment program. The certified payroll forms shall contain the name, address, personal identification number, and occupational title of the workers as well as the hours they work each day. Do not include personal social security numbers in payroll records. The Owner's acceptance of certified payroll records does not in any way relieve the Contractor of any responsibility for the payment of prevailing wages to workers on the project. The Contractor shall also maintain copies of the certified payroll records. The Owner may, at any time, request copies of, and/or inspect all of the Contractor's payroll records for the Work to verify compliance. The Contractor shall furnish the Owner copies of payroll records within ten (10) days of the Owner's written request. The Contractor shall provide copies of workers I-9 forms within twenty-four (24) hours of written notice. Such payroll records shall be maintained in accordance with Article 13.7.1 and shall be available for inspection for two (2) years after final completion of the Work. Falsification of the certified payroll records may result in the debarment of the Contractor or Subcontractor from future work with the University.

**13.6.7** If applicable, the Contractor shall comply with the Copeland "Anti-Kick Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**13.6.8** The Contractor shall specifically incorporate the obligations of Section 13.6 into the subcontracts, supply agreements and purchase orders for the Work and require the same of any Subcontractors of any tier.

**13.6.9** If Contractor fails to comply with the provisions of Section 13.6 of this Contract or with Sections 290.210 to 290.340, RSMo and related regulations, the Owner may, in its sole discretion, immediately terminate the Contract upon written notice. The rights and remedies of the Owner provided herein shall not be exclusive and are in addition to other rights and remedies provided by law or under this Contract.

**13.6.10** The Contractor may pay entry-level workers or federally-registered apprentices fifty percent (50%) of the pay of a journeyman in their same occupational title, in accordance with Section 290.235, RSMo and 8 CSR 30-3.030. Per 8 CSR 30-3.030, an entry-level worker is "[a]ny worker who is not a journeyman and who is not otherwise enrolled in a federally-registered apprenticeship program but is participating in an on-the-job training program provided by the contractor for whom they perform work on a public construction project." The University of Missouri may require documentation showing, to the University's sole satisfaction, that an entry-level worker is participating in an on-the-job training program with the Contractor. The combined total of such entry-level workers and federally registered apprentices shall not exceed a one-to-one ratio with the number of journeyman workers in any occupational title on the project.

**13.6.11** The Contractor shall post the wage rates for the Contract in a dry, accessible place at the field office on the project or, where there is no field office, at the Contractor's local office or batch plant so long as a copy is provided to workers upon request, as required by 8 CSR 30-3.050. The wage rates shall be kept in a clearly legible condition for the duration of the project.

**13.6.12** Neither the Contractor, nor any Subcontractor of any tier, nor any person hired by them or acting on their behalf, shall request, demand or receive, either before or after such worker is engaged, that such worker pay back, return, donate, contribute, or give any part or all of said worker's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such worker from procuring or retaining employment, and no person shall, directly or indirectly, pay, request or authorize any other person to violate this Section as set forth in Section 290.305, RSMo, the exception being to an agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization. No Contractor or Subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on this project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the applicable wage rate as provided in the Contract. In the event a wage subsidy, bid supplement, or rebate is provided or received, the entity receiving such subsidy, supplement, or rebate shall report the

date and amount of such subsidy, supplement, or rebate to the University within thirty days of receipt of payment. This disclosure report shall be a matter of public record.

**13.6.13** The Contractor will pay workers overtime for all hours worked over ten (10) hours per day and forty (40) hours per week in accordance with Section 290.230, RSMo. For all overtime work performed, not less than one and one-half the prevailing hourly rate of wages for work of a similar character in the locality in which the Work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid. For all work performed on a Sunday or holiday, not less than twice the prevailing hourly rate of pay or public works contracting minimum wage will apply in accordance with Section 290.230, RSMo. For purposes of this Section, holidays are as follows: January first, the last Monday in May, July fourth, the first Monday in September, November 11, the fourth Thursday in November, December twenty-fifth. If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

### **13.7 Records**

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

### **13.8 Codes and Standards**

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

- .1** ICC International Building Code and reference standards
- .2** ICC International Plumbing Code
- .3** ICC International Mechanical Code
- .4** ICC International Fire Code
- .5** ICC International Fuel Gas Code
- .6** NFPA 70 National Electric Code (NEC)
- .7** Americans with Disabilities Act – Standards for Accessible Design.
- .8** American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving

Walks as published by the American Society of Mechanical Engineers (ASME), American National Standards Institute (ANSI) A17.1

- .9** NFPA 101 Life Safety Code (as noted above)
- .10** American Concrete Institute (ACI)
- .11** American National Standards Institute (ANSI)
- .12** American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- .13** American Refrigeration Institute (ARI)
- .14** American Society for Testing and Materials (ASTM)
- .15** Missouri Standard Specification for Highway Construction, Missouri State Highway Commission
- .16** National Electrical Manufacturers Association (NEMA)
- .17** Underwriter's Laboratories, Inc. (UL), Federal Specifications
- .18** Williams Steiger Occupational Safety and Health Act of 1970 (OSHA)

### **13.9 General Provisions**

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

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

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

**13.9.4** The Owner's total liability to the Contractor and anyone claiming by, through, or under the Contractor for any Claim, cost, loss, expense, or damage caused in part by the fault of the Owner and in part by the fault of The Contractor or any other entity or individual shall not exceed the percentage share

that the Owner's fault bears to the total fault of the Owner, the Contractor and all other entities and individuals as determined on the basis of comparative fault principles.

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

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

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

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

### **13.10 Certifications**

#### **13.10.1 Suspension and Debarment**

The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency in accordance with Federal Executive Orders 12549 (2/18/86) and 12689 (8/15/89).

#### **13.10.2 Anti-Discrimination Against Israel Act**

If this Contract is for \$100,000 or more, and if the Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it,

does not boycott Israel, and will not boycott Israel during the term of this Contract. In this Paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

### **13.10.3 Byrd Anti-Lobbying Amendment**

- .1** If this Contract exceeds \$100,000 and is funded by Federal funding, Contractor agrees to file the required certification, in compliance with 31 U.S.C. § 1352 (as amended).
- .2** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
- .3** Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### **13.10.4 Work Authorization**

The Contractor and all subcontractors performing work under this Contract shall enroll and participate in a federal work authorization program operated by the United States Department of Homeland Security, E-Verify or an equivalent federal work authorization program, to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. By executing a contract with The Curators of the University of Missouri, the Contractor shall affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The Contractor shall maintain documentation of its participation in a federal work authorization program and make such documentation available to the University upon request.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 Termination by Owner for Cause**

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

- .1** refuses or fails to supply enough properly skilled workers, superintendents, foremen, or managers;
- .2** refuses or fails to supply sufficient or proper materials;
- .3** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .4** disregards laws, ordinances, rules, codes, regulations or orders of an authority having jurisdiction;



- .5 disregards the authority of the Owner's Representative, the Architect, or the Owner's Authorized Agent;
- .6 breaches any warranty or representations made by the Contractor under or pursuant to the Contract Documents;
- .7 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .8 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents;
- .9 fails to maintain a satisfactory rate of progress with the Work or fails to comply with approved progress schedules; or
- .10 violates in any substantial way any provisions of the Contract Documents.

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

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.3; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient, including turning the Work over to the surety.

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

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

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

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

## **14.2 Suspension by the Owner for Convenience**

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

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

- .1 that performance is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor in whole or in part is responsible, or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

## **14.3 Owner's Termination for Convenience**

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

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

- .1 cease operation as specified in the notice;
- .2 place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete Work not terminated;
- .3 terminate all subcontracts and orders to the extent they relate to the Work terminated;
- .4 proceed to complete the performance of Work not terminated; and
- .5 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

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

anticipated profits, consequential damages and other economic losses.

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

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

## SECTION 1.E

### SPECIAL CONDITIONS

#### 1. DEFINITIONS

##### a. “Drawings”

Drawings referred to in and accompany Project Manual consist of Drawings prepared by and bearing the name of the below defined Architect, bearing Date of January 8, 2026, entitled “GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE REPAIRS”, project number CP253191.

##### b. Structural/Civil Engineer

Greg Linneman  
Crockett Engineering  
1000 W. Nifong Blvd, Bldg #1  
Columbia, MO 65203  
Phone (573) 447-0292

#### 2. SPECIAL SCHEDULING REQUIREMENTS

##### a. Special scheduling requirements supplemental to the bid form

The Contractor shall be limited to perform work from May 18, 2026, through August 7, 2026. The goal is to complete the repairs to an individual manhole/tunnel in consecutive standard work days until an individual manhole/tunnel is complete prior to moving to the next manhole/tunnel. Additionally, the goal is for the contractor to complete consecutive projects with minimal work days from completion of one manhole/tunnel to start of the next.

Please note that there will be ongoing projects at Memorial Stadium, specifically the North Endzone and Concourse project in the vicinity of these projects. Contractors shall coordinate work in these areas as to not interrupt these other construction activities.

#### 3. SCOPE OF WORK

##### a. The Contractor shall furnish all labor, materials, tools, equipment necessary for, and incidental to, construction of this project as indicated on the Drawings and specified herein. Please note additional work above and beyond the areas identified in the documents will be required to be marked and approved by the owner prior to completing additional repair work.

##### b. Work shall include everything requisite and necessary to finish work properly,

notwithstanding that every item of labor or materials or accessories required to make project complete may not be specifically mentioned.

c. General Description of Work:

- (1) Project consists of concrete repair to steam manholes #156, #414, #415, and #504, and alternate electrical manholes #289 as part of CP253191.

4. LOCATION

- a. Work shall be performed under this Contract on the campus of the University of Missouri – Columbia at various locations as indicated in the construction documents

5. NUMBER OF CONSTRUCTION DOCUMENTS

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

costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

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

## 6. SUBMITTALS

- a. The Contractor shall submit for approval to the Architect, equipment lists and Shop Drawings, as expediently as possible. Failure of the Contractor to submit Shop Drawings in a timely manner will result in the Owner holding back Contractor payments. (See General Conditions)
- b. The material and equipment lists shall be submitted and approved before any material or equipment is purchased and shall be corrected to as-built conditions before the completion of the project.
- c. The Contractor shall submit electronic versions of all required Shop Drawings, material and equipment lists. The Contractor shall upload all Shop Drawings to a secure information sharing website determined by the Owner notifying the Owner and Consultant that these shop drawings are available for review. Each submittal shall have the General Contractors digital stamp affixed to the first page signifying their review and acceptance. Review comments, approvals, and rejections will be posted on this same site with notification to the contractor. Submittals requiring a professional seal shall be submitted hard copy with a manual seal affixed.
  - (1) The Contractor shall identify each submittal item with the following:
    - (a) Project Title and Locations

- (b) Project Number
- (c) Supplier's Name
- (d) Manufacturer's Name
- (e) Contract Specification Section and Article Number
- (f) Contract Drawing Number
- (g) Acrobat File Name: Spec Section\_Times Submitted\_Spec Title:  
033000\_01-Cast in Place Concrete.pdf

(2) Reference the accompanying Shop Drawing and Submittal Log at the end of this section (1.E.4) for the required submittal information.

- d. The Contractor shall submit to the Architect four (4) bound copies of all required Operating Instructions and Service Manuals for the Architect's and the Owner's sole use prior to completing 50% of the adjusted contract. Payments beyond 50% of the contract amount may be withheld until all Operating Instructions and Service Manuals are received as referenced in the accompanying Operating Instructions and Service Manual Log at the end of this section (1.E.5).
- e. The Contractor shall submit to the Owner's Representative all items referenced in the accompanying Closeout Log (1.E.6) within 30 days following substantial completion of the work. The Owner's Representative will maintain the closeout log and include as an agenda item at all coordination meetings.

## 7. NOTIFICATION

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

## 8. USE OF PREMISES

- a. Access: Access to construction site shall be as indicated on the drawings and as directed by the Owner's Representative.
- b. Parking:
  - (1) The Owner will issue Contractor two (2) service vehicle parking permits for use in University Parking lot to be determined by the Owner's Representative. The permits will be issued at no cost to the contractor up to the contract completion date. After the contract completion date, the permits will be re-issued on an available basis at the contractor's expense. These permits are to be used for general contractors or subcontractor owned and labeled vehicles only. Personal vehicles are prohibited from use of these permits. Violation of this requirement may result in ticketing and/or

towing at the vehicle owner's expense and suspension of progress payments.

- (2) Parking of personal vehicles within project access/lay down/staging areas is prohibited. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
  - (3) Parking or driving on sidewalks, landscaped areas, within fire and service lanes or generally in areas not designated for vehicular traffic is prohibited except as allowed in the contract documents. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
  - (4) Sidewalk(s) and Hardscape – Parking/driving on hardscapes is strictly prohibited unless specifically directed by the Owner's Representative through the MU sidewalk permitting process. Restricted use permits will be limited to activities that are constrained by an absolute need to access from a sidewalk. Such activities shall be considered the exception and not the norm. Adequate signage, fencing and alternate routes must be provided in the immediate and adjacent areas.
  - (5) Free parking for contractor employees is available in the Ashland Road Contractor lot on an as available basis. This space is for use by contractor employees for parking their personal vehicles only and is not to be used for staging or storage.
  - (6) Vendor Permits may be purchased by contractor management personnel on an as available basis by contacting the Parking and Transportation office in the General Services Building. These permits will allow contractor management personnel to park in various University lots while conducting business on University construction projects.
  - (7) Temporary University parking permits may be purchased by contractor employees for use with their personal vehicles on an as available basis by contacting the Parking and Transportation office in the General Services Building.
  - (8) Conley Avenue between Missouri Avenue and University Avenue and Hitt Street between University Avenue and the Memorial Union are designated for pedestrian use only during the work week between the hours of 8:15 AM and 3:45 PM. Unless otherwise indicated in the contract documents, this area is strictly off limits to vehicular traffic without authorization from the Owner's Representative.
- c. Storage of materials: The Contractor shall store all materials within project limits. The Contractor shall confine apparatus, materials, and operation of workers to location established by the Owner's Representative. The Contractor shall not unreasonably encumber premises with materials. Storage trailer locations shall be

subject to approval by the Owner's Representative and are available to the Contractor without cost.

- d. Utilities: Drinking water, water required to carry on work, and 120-volt electrical power required for small tool operation may be obtained without cost to the Contractor from existing utilities at locations designated by the Owner's Representative. Provisions for obtaining power, including temporary extensions, shall be furnished, and maintained by the Contractor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner's Representative, at no cost to the Owner.
- e. Restroom: The Contractor shall provide and maintain, in a sanitary condition, chemical type portable toilet facilities at work site for use by his personnel. Toilets and toilet location shall be subject to approval by the Owner's Representative.
- f. Smoking is prohibited at the University of Missouri and all properties owned, operated, leased or controlled by the University of Missouri. Violation of the policy is defined as the use of any tobacco or marijuana products, including e-cigarettes, cigarettes, and vaping.
- g. Care of Project Work Site: The contractor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner's Representative.
- h. Discharge to Sewer Request: The University of Missouri's MS4 permit and NPDES Storm Water Discharge Permits along with the City of Columbia's POTW Operating Permit as well as local ordinances, and state and federal environmental regulations prohibit hazardous materials from being disposed into either the storm water or sanitary sewer systems. Unless specifically approved, all chemical products such as paints, dyes, lawn care products, maintenance products, and oil is prohibited from drain disposal. Any product, including contaminated water, being discarded into the storm water or sanitary sewer systems requires written approval from the Owner through a formal "Discharge to Sewer Request" form obtained at [Discharge to Sewer Request Form](#). The contractor should submit the form to the Owner's Representative, not to the Department of Environmental Health and Safety as the form indicates.
- i. All concrete waste material including washout water shall be totally contained and removed from the Owner's property.
- j. Artifacts Found During Construction: Contractor shall immediately notify the Owner's Representative when artifacts are uncovered or found during the demolition or construction process. Artifacts include, but are not limited to, tools, drawings (construction or other), photographs, books and other objects/devices which may hold historical importance/significance. Do not remove or disturb the object(s) in question. Artifacts are not considered part of demolished materials and



shall remain the property of the University of Missouri.

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

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

1. Steam and electric manholes

**Note:** Steam and electric manholes are confined spaces, but do not require a permit. However, steam and electric manholes so have special safety and security requirements for entry, and a gas detector is required to be used and supplied by the Contractor. Contractor to contact EM to coordinate daily entry.

The hazards or potential hazards in each “permit required confined space” or the reason it is a “permit required confined space”:

- (1) Atmosphere/Heat.
- (2) Traffic
- (3) Fall Protection
- (4) Electricity

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

- (1) Atmosphere/Heat.
- (2) Traffic
- (3) Fall Protection
- (4) Electricity

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

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

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

9. PROTECTION OF OWNER'S PROPERTY

- a. The Contractor shall be responsible for repair of damage to building exterior and interior, drives, curbs, streets, walks, grass, shrubbery and trees, which was caused by workmen or equipment employed during progress of work. All such repairs shall be made to satisfaction of the Owner's Representative, at no cost to the Owner, or reimburse the Owner if the Owner elects to make repairs. For landscape damage, the Owners shall make such repairs. Compensation for these repairs shall be determined by the Owner's Representative using the "Valuation of Landscape Trees, Shrubs, and other Plants" as published by the International Society of Arboriculture, as last revised.
- b. Construction Project Fencing:
  - (1) Fencing will not be required as a part of work.
- c. Preserving and Protecting Existing Vegetation:
  - (1) Protection and compensation for damages:
    - (a) Trees and shrubs within work area designated to remain shall be protected from damage during construction by fixed chain link fencing or armoring as indicated on Drawings or specified herein. Plant protection devices shall be installed before work has begun and shall be maintained for duration of work unless otherwise directed by Owner's Representative.
    - (b) In the event that damage(s) to the Owner's trees, shrubs or vegetation occurs as a result of the Contractor's unauthorized operations, the Contractor shall pay or allow to the Owner compensation for said damage(s). Compensation shall be determined by the Owner's Representative using the "Valuation of Landscape Trees, Shrubs, and other Plants" as published by the International Society of Arboriculture, as last revised.
  - (2) Area within drip line of trees and shrubs shall be protected from work area by use of a standard 60" high woven plastic or woven wire fence mounted on standard steel posts set not more than 10' apart. Tree protection shall be removed during work in area of protection only when necessary to perform grading and other work required by Drawings and only as authorized by Owner's Representative.

- (3) Only minimal grading or disturbance will be allowed to area within and adjacent to drip line of trees or shrubs designated to remain. Contractor shall obtain approval from Owner's Representative prior to starting any grading work in these areas. Unnecessary cutting of plant roots shall not be permitted. The Contractor shall stop work immediately and shall notify Owner's Representative immediately if root system is exposed or if any roots over 1 ½" in diameter are encountered. Roots exposed and/or damaged during construction shall be immediately cut off cleanly behind exposed or damaged area, and cut surface treated in accordance with established horticultural standards and covered with topsoil.
- (4) Owner's Representative will stop work immediately when proper measures are not being employed to protect trees and shrubs. Contractor will be notified to resume work after required protection measures are implemented.
- (5) Removal and/or pruning of select landscape materials shall be performed by MU Landscape Services department.
- (6) Contractor shall repair tire ruts and other damages to existing lawn areas. Repairs shall match surrounding area.

#### 10. SUBSTITUTIONS AND EQUALS

- a. Substitutions and equals are defined in Article 3 of the General Conditions.
- b. Use of materials, products or equipment other than those named and described in the Contract Documents are substitutions and/or equal. Substitutions and/or equals of any item described in the Contract Documents will be allowed only prior to the receipt of bids provided that a request for approval has been received by both the Architect and the Owner at least ten calendar days prior to the date for receipt of Bids. To be considered, bidder's proposal shall include a complete description of the proposed substitution and/or equal and a comparison of significant qualities of the proposed substitution and/or equal with those specified including drawings, performance and test data, and other information necessary for an evaluation. The Architect's decision on the approval or disapproval of a proposed substitution and/or equal shall be final.
- c. If the Engineer and Owner approve a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

#### 11. CODES AND STANDARDS

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

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

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

## 12. PRE-BID INSPECTION

- a. All pre-bid inspections of work areas shall be scheduled with pre-bid inspection guide, telephone: (573) 882-6800. However, the manholes will only be made available for inspection on dates established in the bidding advertisement at the lobby of GSB. Additionally, pre-bid attendance is required for bidding of this project.

## 13. MODIFICATION TO INFORMATION FOR BIDDERS: BIDDERS STATEMENT OF QUALIFICATIONS

- a. NOT APPLICABLE

## 14. PROJECT SCHEDULING

- a. Contractor Schedule – Contractor is responsible for the schedule, that may be provided with in-house personnel or hired a third-party scheduling consultant. See Contractor Schedule Requirements included in these documents.

- b. Contractor Schedule Requirements

### (1) GENERAL

- (a) Time is of the essence for this contract. The time frames spelled out in this contract are essential to the success of this project. The University understands that effective schedule management, in accordance with the General Conditions and these Special Conditions is necessary to insure to that the critical milestone and end dates spelled out in the contract are achieved.

### (b) Related Documents

- (i) Drawings and general provisions of the Contract, including General Conditions' Article 3.18 shall apply to this Section.

### (c) Stakeholders

- (i) A Stake holder is anyone with a stake in the outcome of the Project, including the University, the University Department utilizing the facility, the Design Professionals, the Contractor and Subcontractor(s).

(d) Weather

- (i) Contractor acknowledges that there will be days in which work cannot be completed on weather sensitive activities, due to the weather, and that a certain number of these lost days are to be expected under normal weather conditions in Missouri.
- (ii) Rather than speculate as to what comprises “normal” weather at the location of the project, Contractor agrees that it will assume a total of 44 lost days, on weather sensitive activities of critical path work, due to weather over the course of a calendar year and include same in its as planned schedule. For projects of less than a calendar year, lost weather days should be prorated for the months of construction in accordance with the following schedule.
- (iii) Anticipated weather days for allocation/proration only. For projects lasting 12 months or longer, the 44 days per year plus whatever additional months are included will constitute normal weather.

Jan – 5 days	Feb – 5 days	Mar – 4 days	Apr – 4 days
May – 3 days	Jun – 3 days	Jul – 2 days	Aug – 2 days
Sep – 3 days	Oct – 4 days	Nov – 4 days	Dec – 5 days

- (iv) The Contractor shall notify the Owner’s Representative via email on the same day a lost weather day occurs and shall maintain a log of weather days to be included in the Narrative described in 2.3.4 herein.

(2) SCHEDULING PROCESS

- (a) The intent of this section is to ensure that a well-conceived plan, that addresses the milestone and completion dates spelled out in these documents, is developed with input from all stakeholders in the project. Input is limited to all reasonable requests that are consistent with the requirements of the contract documents, and do not prejudice the Contractor’s ability to perform its work consistent with the contract documents. Further, the plan must be documented in an

understandable format that allows for each stakeholder in the project to understand the plan for the construction and/or renovation contained in the Project.

(b) Contractor Requirements

(i) Schedule Development

Contractor shall prepare the Project Schedule using the latest version of Phoenix Project Management scheduling software or other software as approved by the Owner's Representative prior to receipt of bids.

Contractor shall review each major subcontractor's schedule with the sub and obtain the subcontractor's concurrence with the schedule, prior to submitting to the University.

(ii) Schedule Updates

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

(iii) Schedule Narrative

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

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

### (3) CRITICAL PATH METHOD (CPM)

- (a) This Section includes administrative and procedural requirements for the critical path method (CPM) of scheduling and reporting progress of the Work.
- (b) Refer to the General and Special Conditions and the Agreement for definitions and specific dates of Contract Time.
- (c) Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations determine when activities can be performed and the critical path of the Project.
- (d) Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.
- (e) Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.
- (f) Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling, the construction project. Activities included in a construction schedule consume time and resources.
- (g) Critical activities are activities on the critical path.

- (h) Predecessor activity is an activity that must be completed before a given activity can be started.
- (i) Milestone: A key or critical point in time for reference or measurement.
- (j) Float or Slack Time: The measure of leeway in activity performance. Accumulative float time is not for the exclusive use or benefit of the Owner or Contractor but is a project resource available to both parties as needed to meet contract milestones and the completion date.
- (k) Total float is herein defined as the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- (l) Weather: Adverse weather that is normal for the area must be taken into account in the Contractor's Project Schedule. See 1.(d)(iii), above.
- (m) Force Majeure Event: Any event that delays the project but is beyond the control and/or contractual responsibility of either party.
- (n) Schedule shall include the following, in addition to Contractor's work.
  - (i) Phasing: Provide activity codes in the schedule to show how the sequence of the Work is affected by the following:
    1. Requirements for phased completion and milestone dates.
    2. Work by separate contractors.
    3. Work by the Owner
    4. Coordination with existing construction.
    5. Limitations of continued occupancies.
    6. Uninterruptible services.
    7. Partial occupancy prior to Substantial Completion.
    8. Area Separations: Use Activity Codes to identify each major area of construction for each major portion of the Work. For the purposes of the Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.
    9. Required delivery dates for Owner furnished equipment, if applicable
    10. Post substantial completion activities and closeout
    11. Floor or Level: Use separate activity codes to identify each floor or level.



12. Subcontractor: Use Activity Codes to identify each subcontractor's work activities.
13. Type Work or Craft: Use Activity Codes to identify the type of work, or craft that will execute each activity.

(4) TIME EXTENSION REQUEST

- (a) Refer to General Conditions of the Contract for Construction, Article 4.7 Claims for Additional Time.
- (b) Changes or Other Impacts to the Contractor's Work Plan. The Owner will consider and evaluate requests for time extensions due to changes or other events beyond the control of the Contractor on a monthly basis only, with the submission of the Contractor's updated schedule, in conjunction with the monthly application for payment. The Update must include:
  - (i) An activity depicting the event(s) impacting the Contractors work plan shall be added to the CPM schedule, using the actual start date of the impact, along with actually required predecessors and successors.
  - (ii) After the addition of the impact activity(ies), the Contractor will identify subsequent activities on the critical path, with finish to start relationships that can be realistically adjusted to overlap using good, standard construction practice.
    1. If the adjustments above result in a completion date beyond the contract completion date, the delay shall be deemed excusable, and the contract completion date shall be extended by the number of days indicated by the analysis.
    2. Contractor agrees to continue to utilize its best efforts to make up the time caused by the delays. However, the Contractor is not expected to expend costs not contemplated in its contract, in making those efforts.
- (c) Questions of compensability of any delays shall be held until the actual completion of the project. If the actual substantial completion date of the project based on excusable delays, excluding allocated weather delays, exceeds the original contract completion date, AND there are no delays that are the responsibility of the contractor to consider, the delays days may be considered for equitable adjustment. In review of time extension requests for compensable days, the Owner will consider the actual number of weather days incurred.

- (d) Home office expenditures and staff are NOT compensable.

## 15. PROJECT COORDINATION

- b. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations.
  - (1) Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - (2) Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - (3) Make provisions to accommodate items scheduled for later installation.

## 16. SAFETY PRECAUTIONS AND PROGRAMS

- b. The Bidder's Statement of Qualifications includes a requirement that the Bidder provide its Worker's Compensation Experience Modification Rates (EMR) and Incidence Rates for the three recent years. The Bidder shall also include the EMR and Incidence Rates of listed major subcontractors on the Bid for Lump Sum Contract. If the EMR exceeds 1 or the Incidence Rate exceeds 13, the Contractor or major subcontractor shall take additional safety measures including, but not limited to, developing a site-specific safety plan and assigning a Safety Manager to the Project to perform inspections on a schedule as determined acceptable by the Owner with written reports to be submitted to the Owner. The Owner reserves the right to reject a Bidder or major subcontractor whose rates exceed these stated rates.
- c. The contractor shall provide Emergency Contact Information for the Contractor's on-site staff and home office management as well as contact information for all major subcontractor personnel. This information shall contain business and personal phone numbers for each individual for contact during or after hours in case of an emergency. This information shall be submitted within 15 days of the Notice to Proceed.

**END OF SECTION**

SECTION 1.E.1

SHOP DRAWING AND SUBMITTAL LOG

Project: GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE REPAIRS

Project Number: CP253191

Contractor:

<i>Section</i>	<i>Description</i>	<i>Contractor</i>	<i>Date Received</i>	<i>Date Returned</i>	<i>Comments</i>
336351	Product Data for all materials				
	Concrete Repair Materials				
	Concrete Bonding Agent				
	Anti-corrosion coating				
	Mechanical Splice Connector				
	Concrete Mixes				
	Concrete Reinforcing				
	Anchorage Epoxy				
	Crack Ejection Epoxy				

SECTION 1.E.2

CLOSEOUT LOG

Project: GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE REPAIRS

Project Number: CP253191

Contractor:

<i>Section</i>	<i>Description</i>	<i>Contractor / Subcontractor</i>	<i>Date Rec'd</i>	<i># of Copies</i>	<i>CPM Initials</i>	<i>Remarks</i>
GC / 3.11	As-built drawings					
GC/13.5.6	Final Affidavit of MBE/WBE/SDVE Participation for each MBE/WBE/SDVE Firm					

## SECTION 1.F

### INDEX OF DRAWINGS

Drawings referred to in and accompanying this Project Manual consist of the following sheets dated January 8, 2026.

#### SHEET INDEX:

##### COVER SHEET

S100 – TRAFFIC CONTROL PLAN

S101 - SMH #156 PLAN AND PHOTOS

S102 - SMH #414 PLAN AND PHOTOS

S103 - SMH #415 PLAN AND PHOTOS

S104 - SMH #504 PLAN AND PHOTOS

S105 - EMH #289 PLAN AND PHOTOS (ALTERNATE #1)

S200 - REPAIR DETAILS AND NOTES

**END OF SECTION**

SECTION 1.G

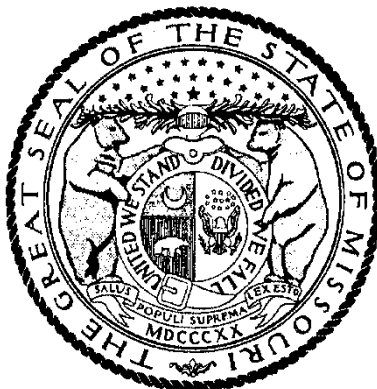
PREVAILING WAGE RATES

1. The prevailing wage rates for Boone County as issued by the Missouri Division of Labor on the following pages.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 010  
**BOONE COUNTY**

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

Original Signed by

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2025

Last Date Objections May Be Filed: April 9, 2025

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.64
Boilermaker	\$34.21*
Bricklayer-Stone Mason	\$57.33
Carpenter	\$54.00
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$47.94
Plasterer	
Communication Technician	\$60.91
Electrician (Inside Wireman)	\$60.73
Electrician Outside Lineman	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.21*
Glazier	\$57.72
<b>Ironworker</b>	<b>\$72.58</b>
Laborer	\$45.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.31
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.29
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.55
Plumber	\$72.49
Pipe Fitter	
Roofer	\$56.44
Sheet Metal Worker	\$58.82
Sprinkler Fitter	\$69.16
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.



Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.38
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.59
General Laborer	
Skilled Laborer	
Operating Engineer	\$69.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

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

## SECTION 31 1000 – SITE CLEARING & DEMOLITION

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Removal of drainage structures, pavements, surfacing, base courses, curb, curb and gutter, sidewalks, steps, buildings, foundation walls, utility pipes, and other existing improvements as noted on the drawings.
- B. It is the intent that the demolition be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the drawings or encountered during construction.

#### 1.2 PERMITS

- A. Contractor shall comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess waste materials.
- B. Contractor shall obtain and pay for all required inspections, permits, and fees. Provide notices required by City of Columbia and Ameren UE for building utility disconnects.

#### 1.3 SUBMITTALS

- A. The contractor shall submit demolition and clearing procedures and operational sequences and schedules for review and acceptance by the Owner's representative.
- B. The Contractor shall submit utility service termination certificates, copies of demolition notices, and permits to the Owner's Representative prior to removal.

#### 1.4 GENERAL PROCEDURES

- A. Erect barriers, fences, guardrails, enclosures, chutes, and/or shoring to protect personnel, structures and utilities remaining intact.
- B. Protect on-site trees and plants noted on drawings. All landscaping and trees outside of construction limits are to be protected from damage.
- C. Protect all existing objects intended to remain. In case of damage, make repairs or replacements necessary at no additional cost to the owner.

## CP253191- GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE REPAIRS

- D. Minimize interference with roads, streets, driveways, sidewalks, and adjacent facilities.
- E. Do not close or obstruct streets, sidewalks, alleys or passageways without permission from authorities having jurisdiction.
- F. If closure is permitted, provide signage indicating closure and signage to direct traffic to alternate route.
- G. Moisten surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the site.

## PART 2 EXECUTION

### 2.1 PREPERATION

- A. Notification: Provide the owner's representative a minimum of two business days' notice prior to commencing work of this section.
- B. The contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The contractor shall preserve active utilities on the site that are designated to remain.
- C. Before starting site operations, the contractor shall disconnect or arrange for the disconnection of all utility services designated to be removed. The contractor shall perform all such work in accordance with the requirements of the utility company or agency involved

### 2.2 PAVEMENTS

- A. In removing pavement, curb and gutter, sidewalks, etc., where a portion is left in place, removal shall be to an existing joint or to a joint sawed to a minimum depth of 2" with a true saw line and a vertical face. Remove sufficient pavement to provide for proper grade and connections in the new work regardless of any limits indicated on the drawing.

### 2.3 SEWERS

- A. Existing castings and culverts, if salvageable and removed intact, remain the property of the contractor.
- B. All drainage pipes, which have been or are to be abandoned, shall be permanently sealed at the ends with bulkheads constructed of concrete, having a minimum thickness of 8".
- C. Abandon storm sewer structures by breaking the concrete bottom of the structure into pieces no larger than 12" in any direction and removing the top of the structure to 3' below finished grade. Plug all pipes with concrete and

## CP253191- GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE REPAIRS

fill structure with 1" clean gravel.

### 2.4 BLASTING

- A. Blasting is not permitted.

### 2.5 DISPOSAL

- A. All debris shall be disposed of off-site
- B. Do not store or burn materials on-site.
- C. All asphalt or concrete materials shall be disposed of off-site.
- D. Material acquired through demolition, other than those required to complete the construction project and designated for return to owner, will become the property of the contractor and will be removed from the site and off University property. The material will be disposed of in a legal manner.
- E. Abated items will be disposed of per Section 02 8000.
- F. Refer to Section 01 7419 for further direction related to diversion and tracking.

### 2.6 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to those areas inside the construction limits indicated on the drawings. If limits are not indicated, restrict work to the owner's property, easement, or public rights-of-way.
- B. Complete work within public rights-of-way under the permission of the governing agency.
- C. The Owner will place the top lift of soil (6" topsoil) and will do the surface restoration.
- D. The contractor shall repair damage outside the construction limits at no additional expense to the owner.

### 2.7 UTILITY ADJUSTMENT

- A. The contractor is responsible for the adjustment of all gas vents, manholes, castings, and water valves within the grading limits to match the finished surface.
- B. Adjustments shall be coordinated with the utility companies and the cost for all adjustments shall be incidental to construction unless noted as a bid item.
- C. The contractor shall repair any damage to utility structures and appurtenances that occurs during construction at no additional cost to the owner.

CP253191- GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE  
REPAIRS

END OF SECTION 31 1000

## SECTION 31 2000 – EARTH MOVING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Provide earthwork operations. The Contractor shall be responsible for the excavation of all footings and foundations in addition to preparing the pavement subgrade. The Contractor shall extend all utility excavations and services and make final, permanent connections to utility services as required.

#### 1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Test Reports: Submit for approval test reports, list of materials and gradations proposed for use. **Obtain samples of any proposed fill material and contractor to provide standard proctor test reports to engineer. Supply in-place compaction reports from an independent testing service for all fill materials placed.**

#### 1.3 QUALITY ASSURANCE

- A. Compaction:
  - 1. Under structures, building slabs, steps, pavements, and walkways, 95 percent Standard Proctor minimum density, ASTM D 698.
  - 2. Under lawns or unpaved areas, 85 percent, ASTM D 698.
- B. Grading Tolerances Outside Building Lines:
  - 1. Lawns, unpaved areas, and walks, plus or minus 1 inch.
  - 2. Pavements, plus or minus 1/2 inch

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Earthwork:
  - 1. Application: Excavation, filling, compacting and grading operations both inside and outside building limits as required for below-grade improvements and to achieve grades and elevations indicated. Provide trenching and backfill for mechanical and electrical work and utilities. Note: all graded gravel or crushed stone shall be provided by the Contractor.
  - 2. Application: Subbase materials, drainage fill, common fill, and structural fill materials for slabs, pavements, and improvements.
  - 3. Application: Suitable fill from off-site if on-site quantities are insufficient or unacceptable, and legal disposal of excess fill off-site.

## CP253191- GENERAL SITE-ELECTRIC & STEAM MANHOLES CONCRETE REPAIRS

4. Subbase Material: Graded gravel or crushed stone.
5. Bedding Course: Graded crushed gravel and sand.
6. Borrow Soil: Off-site soil for fill or backfill.
7. Drainage Fill: ashed gravel or crushed stone.
8. Common Fill: Mineral soil free from unsuitable materials.
9. Structural Fill: Graded gravel.
10. Impervious Fill: Gravel and sand mixture.
11. Fill in landscape areas (excluding 6" of topsoil): Suitable soil within 36" of finish grade in lawn and planter areas shall be cohesive soils in the soil classification groups ML, CL, CH or a combination, thereof, free of rock or gravel larger than 1" in any dimension, debris, waste, frozen material, vegetation and other deleterious material.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. All activities will be contained within construction boundaries indicated on site plan. Specified excavation requirements, precautions, and protective systems will be observed at all times.
- B. Movement of trucks and equipment on Owner's property will be in accordance with Owner's instructions.
- C. Topsoil will be stripped from the construction site and stockpiled in designated area. Excess topsoil will be stripped and disposed of legally off site.
- D. Trenches will not be backfilled until all required tests are completed and the utility systems, as installed, conform to requirements specified by the contract documents.
- E. Excavation is unclassified and includes excavation to subgrade regardless of materials encountered. Repair excavations beyond elevations and dimensions indicated as follows:
  1. At Structure: Concrete or compacted structural fill.
  2. Elsewhere: Backfill and compact as directed.
- F. Maintain stability of excavations; coordinate shoring and bracing as required by authorities having jurisdiction. Prevent surface and subsurface water from accumulating in excavations. Stockpile satisfactory materials for reuse, allow for proper drainage and do not stockpile materials within drip line of trees to remain.
- G. Compact materials at the optimum moisture content as determined by ASTM D 698 by aeration or wetting to the following percentages of maximum dry density:
  1. Structure, Pavement, Walkways: Subgrade and each fill layer to 95% (-2%+4%) of Standard Proctor maximum dry density to suitable depth. Compaction testing shall be performed immediately prior to the placement of reinforcing steel and new paving materials. Contractor



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- shall be responsible for scheduling testing with owners designated testing agency.
2. Unpaved Areas: Each fill layer to be 85% maximum dry density.
  3. A proof-roll shall be required of the subgrade prior to placement of the base course. Proof rolling shall consist of passing a loaded, 20-ton, tandem dump truck over the prepared subgrade soil with a maximum allowable displacement of 1". Any areas that displace more than 1" shall be compacted until this criterion is met, or those areas may be excavated and backfilled with compacted Type 1 aggregate used for base material. All proof rolling shall be performed in the presence of the Owner's representative.
  4. **Cut areas under proposed asphalt or concrete pavements shall be cut and compacted. After grading to subgrade elevation, scarify the top six inches of the sub-base and compact as outlined above.**
  5. Landscaped areas to be left 6" below proposed finish grade. Fill within 36" of finish grade to be fill per "Fill in Landscaped areas" as defined by 2.1-A.11
- H. Place acceptable materials in layers not more than 8" loose depth for materials compacted by heavy equipment and not more than 4" loose depth for materials compacted by hand equipment to subgrades indicated as follows:
1. Structural Fill: Use under foundations, slabs on grade in layers as indicated.
  2. Drainage Fill: Use under designated building slabs, at foundation drainage and elsewhere as indicated.
  3. Common Fill: Use under unpaved areas.
  4. Subbase Material: Use under pavement, walks, steps, piping and conduit.
- I. Grade to within 1/2" above or below required subgrade and within a tolerance of 1/2" in 10'.
- J. Protect newly graded areas from traffic and erosion. Recompact and regrade settled, disturbed and damaged areas as necessary to restore quality, appearance, and condition of work.
- K. Control erosion to prevent runoff into sewers or damage to sloped or surfaced areas.
- L. Control dust to prevent hazards to adjacent properties and vehicles. Immediately repair or remedy damage caused by dust including air filters in equipment and vehicles. Clean soiled surfaces.
- M. Disposal of excavation waste and unsuitable materials shall be the responsibility of the site work contractor. No specific or pre-approved location is being provided by the owner.

END OF SECTION 31 2000

## SECTION 31 5000 - EXCAVATION SUPPORT AND PROTECTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes temporary excavation support and protection systems.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
  - 1. Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified professional engineer.
  - 2. Install excavation support and protection systems without damaging existing building, pavements, and other improvements adjacent to excavation.

#### 1.3 SUBMITTALS

- A. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems.

#### 1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. Project-Site Information: A geotechnical report has not been prepared for this Project.

1. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection.

C. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

1. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.
- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Steel Sheet Piling: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.
- D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of 3 inches.
- E. Shotcrete: Comply with Division 03 Section "Shotcrete" for shotcrete materials and mixes, reinforcing, and shotcrete application.
- F. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.
- G. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
- B.
  - 1. Shore, support, and protect utilities encountered.
- C. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- D. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces is not impeded.
- E. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- F. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

### 3.2 SOLDIER BEAMS AND LAGGING

- A. Install steel soldier beams before starting excavation. Space soldier beams at regular intervals not to exceed allowable flexural strength of wood lagging.
- B. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- C. Install wood lagging within flanges of soldier beams as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.
- D. Install wales horizontally at centers indicated and secure to soldier beams.

### 3.3 SHEET PILING

- A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock to form a continuous barrier. Limit vertical offset of adjacent sheet piling to 60 inches . Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment. Cut tops of sheet piling to uniform elevation at top of excavation.

### 3.4 TIEBACKS

- A. Tiebacks: Drill for, install, grout, and tension tiebacks into position. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.
  - 1. Test loading shall be observed by a qualified professional engineer responsible for design of excavation support and protection system.
  - 2. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

### 3.5 BRACING

- A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.
  - 1. Do not place bracing where it will be cast into or included in permanent concrete work, unless otherwise approved by Architect.
  - 2. Install internal bracing, if required, to prevent spreading or distortion of braced frames.
  - 3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

### 3.6 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.
  - 1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder.
  - 2. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION 31 50 00

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## SECTION 32 1313 – CONCRETE PAVEMENT

### PART 1 GENERAL

#### 1.1 SUMMARY

1. This section applies to all site concrete including but not limited to sidewalks, curb and gutters and cast in place concrete stairs.

#### 1.2 SUBMITTALS

1. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
2. Design Mixes: Submit for approval design mixes, including adjustments for variations in project conditions.
  - a. Mixes to be designed in accordance with the Portland Cement Association.
  - b. All exposed concrete shall be air entrained. Allowable ranges shall be as follows:
    1.  $\frac{3}{4}$ " to 1" aggregate size shall contain 6.0% average entrained air. The total air content range shall be between 5%-7%.
  - c. All concrete shall achieve 4000 psi compressive strength in 28 days.
  - d. Flint and chert to be limited to 1% maximum, by weight of the coarse aggregate, in all exposed concrete. Lignite will be limited to 0.07% by weight of the fine aggregate in all exposed concrete.
  - e. Sand shall be from local sources meeting ASTM C-33 Size 67 for concrete.
  - f. The use of calcium chloride or flyash in concrete mixes will not be permitted.
  - g. Maximum water-to-cementitious materials ratio shall be .48
  - h. Concrete slump shall be a maximum of 4" +/- 1" (ASTM C- 143) as delivered in the field. Contractor may use chemical admixtures to attain a maximum slump of 8" for workability. No water may be added to the concrete mix on site unless water is withheld at the batching facility. If water is withheld at the batching facility it should be reflected on the load ticket. The total amount of water in the mix shall not exceed what is noted on the approved mixed. This shall be noted in the special inspector's records.
3. Test Mix Reports: Submit test reports for approval prior to construction.

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### 1.3 QUALITY ASSURANCE

1. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
2. Construction Tolerance: 1/8' in 10' for grade and alignment of top of forms; 1/4' in 10' for vertical face on longitudinal axis.
3. Testing: Independent testing agency shall be obtained by the contractor. Testing requirements shall be as follows:
  - a. An ACI certified Grade I field technician shall perform the testing
  - b. Test shall be performed for strength, air entrainment, temperature, and slump. Strength tests will require 4 cylinders (1 broken @ 7 days; 2 broken @ 28 days, 1 spare). Test results should be sent to the contractor, architect, and owner's representative.
  - c. Concrete will be tested at the minimum rate of one test for the first 25 cubic yards placed each day, and one test for each additional 50 cubic yards placed thereafter.
  - d. Test data from concrete cylinder breaks will be evaluated using procedures of ACI 214.

## PART 2 PRODUCTS

### 2.1 MATERIALS

1. Concrete Paving Materials:
  1. Accessories:
    - a. Wire Mesh Reinforcement: Welded plain steel wire fabric, ASTM A 185.
    - b. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60.
    - c. Fabricated Bar Mats: Steel bar or rod mats, ASTM A 184, using ASTM A 615, Grade 60 steel bars.
    - d. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60.
    - e. Hook Bolts: ASTM A 307, Grade A threaded bolts.
    - f. Liquid-Membrane Forming and Sealing Curing Compound: ASTM C 309, Type I, Class A.
    - g. Bonding Compound: Polyvinyl acetate or acrylic base.
    - h. Color Pigment: ASTM C 979.
    - i. Marking Paint: FS TT-P-1952 white for parking stripes, and blue at handicap areas.
    - j. Epoxy Adhesive: ASTM C 881.

## PART 3 EXECUTION

### 3.1 INSTALLATION

1. Comply with ACI 301 for measuring, mixing, transporting, and placing concrete.

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2. Proof roll subbase and check for unstable areas. Report unsatisfactory conditions in writing to the owners representative.
3. Comply with concrete section for concrete mix, testing placement, joints, tolerances, curing, repairs and protection.
4. Dispose of over-mixed concrete off-site in a legal manner.
5. Protect concrete paving until weight of a person will not leave any impression. Remove and replace concrete paving, which shows impressions or other defects. Skim coating defects is not acceptable.
6. Contraction joints shall be tooled during finishing or sawed within 18 hours of concrete placement. If the joint edge ravel, do not proceed until concrete has sufficient cure time to saw without damage.
  - a. Contraction joints shall have a minimum depth of  $\frac{1}{4}$  of the pavement thickness and a minimum width of  $\frac{1}{8}$ "
  - b. Transverse contraction joints will be provided at a maximum of 2.5 times the pavement thickness (in inches) in feet for street pavements and 2.0 times for all other pavements.
  - c. Longitudinal joints shall have a maximum separation of 12 feet for streets and drives and 9 feet for sidewalks.
  - d. The ratio of slab width to length should not exceed 1.67 for street pavements and 1.25 for all other pavements.
  - e. All joints to be sealed with bituminous joint sealant.
7. Sweep and clean surface to eliminate loose material and dust and apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils

END OF SECTION 32 1313



## SECTION 32 1373 – CONCRETE PAVING JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Expansion and contraction joints within cement concrete pavement.
- B. Related Sections include the following:
  - 1. Division 32 Section “Concrete Paving” for constructing joints in concrete pavement.

#### 1.3 SUBMITTALS

- A. Product Data: For each joint-sealed product indicated.
- B. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer’s written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## 1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet or covered with frost.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles

### 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

### 2.3 COLD-APPLIED JOINT SEALANTS

- A. Type NS Silicone or Polyurethane Sealant for Concrete: Single-component, low-modulus, neutral-curing, nonsag silicone sealant complying with ASTM D 5893 for Type NS.
  - 1. Products:
    - a. Tremco Spectrum 900
    - b. BASF Sonolastic

### 2.4 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint- sealant performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of backer materials.
  - 2. Do not stretch, twist, puncture, or tear backer materials.
  - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backing are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealants from surfaces adjacent to joint.
  - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written

instructions, unless otherwise indicated.

- G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

### 3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 321373

## SECTION 33 6350 STEAM STRUCTURE RELATED CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Cast-in-place concrete for tunnel walls, roof, and slabs; manholes, manhole anchors/supports/equipment and pedestals, retaining walls, exterior stairs and ramps, power plant floor slabs on grade and other miscellaneous structures; control, expansion and contraction joint devices associated with concrete work.

#### 1.2 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 302 - Concrete Floor and Slab Construction.
- C. ACI 304R - Measuring, Mixing, Transporting and Placing Concrete.
- D. ACI 305R - Hot Weather Concreting.
- E. ACI 306.1 - Cold Weather Concreting.
- F. ACI 308 - Curing Concrete.
- G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary.
- H. ASTM C 33 - Concrete Aggregates.
- I. ASTM C 94 - Ready-Mixed Concrete.
- J. ASTM C 150 - Portland Cement.
- K. ASTM C157 – Change of Hardened Hydraulic-Cement Mortar and Concrete
- L. ASTM C 260 - Air Entraining Admixtures for Concrete.
- M. ASTM C 295 – Guide for Petrographic Examination of Aggregates for Concrete.
- N. ASTM C457 – Microscopical Determination of Parameters of the Air-Void System in Hardened Concrete.
- O. ASTM C 494 - Chemicals Admixtures for Concrete.
- P. ASTM C 595M - Blended Hydraulic Cements (Metric).
- Q. ASTM C 618 - Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.

- R. ASTM C 989 – Ground Granulated Blast-Furnace Slag for use in Concrete and Mortar
- S. ASTM D 994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- T. ASTM C 1017 - Chemical Admixtures for Use in Producing Flowing Concrete.
- U. ASTM C 1107 - Packaged Dry, Hydraulic Cement Grout (Nonshrink).
- V. ASTM C 1202 – Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration
- W. ASTM C 1240 – Silica Fume Used in Cementitious Mixtures
- X. ASTM C 1260 – Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
- Y. ASTM D 1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- Z. ASTM C 1567 – Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar Bar Method)
- AA. ASTM D 6690 - Concrete Joint Sealer, Hot-Poured Elastic Type.

### 1.3 SUBMITTALS

- A. Product Data: Submit data for bonding agent, joint devices, and attachment accessories.
- B. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent work.
- C. Material Certificates: Submit mill certificates for the cement, supplementary cementitious materials, and admixtures intended for inclusion in the concrete mixtures.
  - 1. Cement: Submit certification of compliance with ASTM C 150 for cement manufactured within 3 months of submittal date.
  - 2. Fly Ash and Pozzolan: Submit certification of compliance with ASTM C 618 performed within 6 months of submittal date.
  - 3. Ground Granulated Blast-Furnace Slag: Submit certification of compliance with ASTM C 989 performed within 6 months of submittal date.
  - 4. Silica Fume: Submit certification of compliance with ASTM C 1240 performed within 6 months of submittal date.
  - 5. Chemical Admixtures: Submit certificate of compliance with ASTM C 494 Level 1 or Level 2, performed within one year of the submittal date. If a

chemical admixture does not fit into a defined C 494 type, admixture certificate shall provide documentation that the admixture has no detrimental effect on strength development, time of setting, shrinkage, air entrainment, scaling, and freeze-thaw resistance (ASTM C 666 Procedure A).

6. Form materials and form-release agents.
7. Steel reinforcement and accessories.
8. Water stops.
9. Curing compounds.
10. Vapor retarders.
11. Joint-filler strips.
12. Repair materials.

D. Project Record Documents:

1. Accurately record actual locations of embedded utilities and components that are concealed from view.
2. Submit upon request for record copies of all concrete delivery tickets.
3. Submit upon request for record copy of plan with locations and dates for concrete placements shown on drawing.

E. Aggregates: Submit test results for each aggregate intended for use in the concrete mixtures, showing conformance to ASTM C 33 and additional requirements as follows:

1. Aggregate source and identification
2. Maximum nominal aggregate size, or gradation size number.
3. Gradation analysis, including percentage retained and passing each sieve, and a graph of individual percentage retained versus sieve size.
4. Quantity and identification of deleterious substances in the aggregates
  - a. The limits for deleterious materials contained in coarse aggregate as defined in ASTM C 33 – Table 3 Class 4S.
5. ASTM C 1260 test report performed within 6 months of the submittal date with the following modifications.
  - a. Expansion limit shall be 0.1% at 28 days in 1 N NaOH soak solution.
  - b. Measure mortar bar expansion at 3 to 4 day intervals.
  - c. Aggregates that exceed the 0.1% expansion limit may be used with ASR mitigation. ASR mitigation options include cement replacement with fly ash/slag/silica fume or addition of lithium nitrate admixture. The combination of reactive aggregate and cementitious materials and/or lithium nitrate admixture must be tested in accordance with ASTM C1567 and have an expansion not exceeding 0.1% at 28 days.

Note:

It is recommended to prepare ASTM C 1567 tests over a range of supplementary cementitious material replacement levels to identify the appropriate combination for mitigation.

- 1) If 30% lithium nitrate admixture is used to mitigate ASR expansion, the minimum lithium admixture dose shall be determined by ASTM C 1567 tests performed at three or more dose levels, one of which will be a 100% dose. The 100% dose is defined as 0.55 gallons of admixture per pound of sodium equivalent in the Portland cement. For cement with 1% sodium equivalent, the 100% dose of 30% lithium nitrate admixture is 0.0455 mL/gram of cement.
  - 2) If 30% lithium nitrate admixture is used to mitigate ASR expansion, the ASTM C 1567 soak solution shall be 1 N NaOH containing lithium nitrate admixture in proportion to the dose added to the mortar. For the 100% dose of 30% lithium nitrate admixture, use 71 mL of admixture per liter of soak solution.
6. Submit complete data regarding concrete aggregates prior to any change in aggregate source.
- F. Concrete Mixture Submittal: At least 30 days minimum prior to concrete placement, submit mixture proportions and prequalification test data for each type of concrete along with material certifications. Submit complete list of ingredients including type, brand, source and amount of: cement, fly ash, silica fume, ground-granulated blast-furnace slag, aggregates, and admixtures.
- G. Prequalification of Concrete Mixtures: Provide test data for each class of concrete meeting the performance requirements for each class of concrete required in Section 3.9.
1. Laboratory Qualifications: Prequalification testing shall be performed by a laboratory selected or approved by the Owner's Representative.
  2. Submit copies of testing reports showing the concrete mixture has been successfully tested to produce the properties specified and that the mix will be suitable for the job conditions. The laboratory tests shall include mill certificates and other test data for all cementitious materials, aggregates, and admixtures required by this specification. Materials used in the trial mixtures shall have the same source as proposed for use on the project. If source material changes, resubmit mixture data using revised source material, unless approved in writing by the Owner's Representative.
  3. No concrete shall be placed unless proven by trial mix studies to meet the requirements of this specification, unless otherwise approved in writing by the Owner's Representative.



4. The submittal shall clearly indicate the concrete producer's mixture identification name or code, the class of concrete, and intended use.
5. Prequalification criteria are as follows. Specification limit values for each class of concrete are listed in Table 1.
  - a. Report trial mixture proportions, slump, air content, unit weight, and mixture temperature.
  - b. ASTM C 39 – Submit compressive strength development of the trial mixture from at least two cylinders tested at 3, 7, 28, and 56 days age. Tests may be performed on either 6-inch diameter or 4-inch diameter standard concrete cylinders.
  - c. ASTM C 39 - Provide documentation for establishing the required average strength,  $f'_{cr}$ .
    - 1) If available, submit test data for 30 individual batches of production concrete tested at 28 days age. Determine the mean and standard deviation,  $s$ . Calculate the required average strength of concrete from the specified strength,  $f'_c$ , and standard deviation,  $s$ , as follows.
 
$$f'_{cr} = f'_c + 1.34s \text{ [psi]}$$
    - 2) In the absence of historical data, calculate the required average strength as follows
 
$$f'_{cr} = f'_c + 1200 \text{ [psi]}$$
  - d. ASTM C1152 – Acid-soluble chloride ion content of the concrete mixture shall not exceed 0.20 percent of the mass of cement. Report the average of two tests taken from the trial concrete mixture. Obtain a representative sample of concrete by cutting and pulverizing a disk from the center of a cylinder that is at least as thick as the maximum aggregate size.
  - e. ASTM C 457 – Submit test report for the hardened air content and air-void system parameters of the trial concrete mixture when required in Table 1. The minimum acceptable hardened air content shall be identified in Table 1. The maximum acceptable air-void spacing factor shall be 0.008 inches. The minimum acceptable specific surface shall be 600 in<sup>2</sup>/in<sup>3</sup>.
  - f. ASTM C 1202 – Submit test results for three cylinders tested at 28 days when required in Table 1. Moist cure test cylinders in a water bath held at 73 (± 3) degrees Fahrenheit for seven days followed by 100 (± 3) degrees Fahrenheit for 21 days prior to test.

- g. ASTM C 157 – Submit test results for 28 day drying shrinkage as the average of three specimens in accordance with ASTM C 157 and the following modifications when required in Table 1.
  - 1) Record and report the initial length upon removal from the mold as described in ASTM C 157, then cure test specimens in 73 ( $\pm$  3) degree F lime water for 7 days followed by air storage in standard conditions. ( $73 \pm 3$  F and  $50\% \pm 4\%$  RH)
  - 2) Record and report drying shrinkage measurements weekly.
  - 3) Calculate the drying shrinkage as the difference between the length of the specimen upon removal from curing and the length measured in air storage expressed as a percentage of the length measured upon removal from curing at eight days age.
  - 4) For maximum coarse aggregate size  $\leq$  1 inch, specimens shall be 3-in by 3-in by 11.25-in prisms with a 10-inch gage length. For larger aggregate, use a minimum specimen dimension that is at least 3 times the maximum aggregate size.
  - 5) If the concrete mixture drying shrinkage at 28 days exceeds the limit listed in Table 1, mixture proportions shall be adjusted, or a shrinkage reducing admixture shall be incorporated into the mixture.
- H. Silica Fume Manufacturer's Representative: Submit statement that silica fume manufacturer's representative will be present at mix plant to ensure proper mix, including high range water reducer, superplasticizer, and batching methods during the first 3 days of concrete mix preparation and placement. After which, manufacturer's representative will designate representative at concrete producer's plant to ensure concrete mix procedures meet silica fume manufacturer's recommendations. Silica fume manufacturer's representative shall attend and advise at placement and finishing of initial phases of tunnel construction.
- I. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

#### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

- C. Maintain one copy of each document on site.
- D. Conform to ACI 305R when concreting during hot weather.
- E. Conform to ACI 306.1 when concreting during cold weather.
- F. A preconstruction meeting shall be held with concrete supplier, contractor, finisher, admixture supplier(s) and Owner's Representative. A sample pour shall be performed with each of the proposed concrete mixes to verify methods of placing, finishing and curing to ensure concrete quality. Test cylinders may be cast for the sample pour at the discretion of the Owners Representative.
- G. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

## 1.5 COORDINATION

- A. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

## PART 2 - PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C 150, Type II
- B. Fine and Coarse Aggregates: ASTM C 33.
- C. Water: Clean and not detrimental to concrete.

### 2.2 ADMIXTURES

- A. Air Entrainment: ASTM C 260.
- B. Chemical: ASTM C 494, Type A - Water Reducing, Type B – Retarding, Type C – Accelerating, Type F - Water Reducing, High Range.
- C. Fly Ash and Calcined Pozzolan: ASTM C 618.

- D. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 80, 100 or 120
- E. Plasticizing: ASTM C 1017.
- F. Silica Fume: ASTM C 1240

## 2.3 ACCESSORIES

- A. Bonding Agent: Polymer resin emulsion or Latex emulsion.
- B. Non-Shrink Grout: ASTM C 1107, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 pounds per square inch in 48 hours and 5,000 pounds per square inch in 28 days.

## 2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler: ASTM D 1752; closed cell molded vinyl foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness.

## 2.5 CONCRETE MIX

- A. Mix concrete in accordance with ACI 301. Deliver concrete in accordance with ASTM C 94.
- B. Select proportions for normal weight concrete in accordance with ACI 301 trial mixtures.
- C. Optimize the combined aggregate gradation to minimize the paste content required to make workable concrete.
- D. Use accelerating admixtures in cold weather only when approved by Owner's Representative. Use of admixtures will not relax cold weather placement requirements.
- E. Admixtures containing ingredients corrosive to reinforcing steel such as chloride ion, bromide ion, or thiocyanate are not permitted.
- F. Use set retarding admixtures during hot weather only when approved by the Owners Representative.
- G. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

## 2.6 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  - 1. Plywood, metal, or other approved panel materials.
  - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    - a. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

## 2.7 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 1035 (MMFX steel), 100ksi yield grade, deformed, unfinished.

## 2.8 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
  - 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.
- B. Tie wire shall be plastic coated 16 gauge black annealed wire.

2.9 Water: ASTM C 94/C 94M and potable.

## 2.10 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Available Products:

- a. Axim Concrete Technologies; Cimfilm.
- b. Burke by Edoco; BurkeFilm.
- c. ChemMasters; Spray-Film.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Aquafilm.
- e. Dayton Superior Corporation; Sure Film.
- f. Euclid Chemical Company (The); Eucobar.
- g. Kaufman Products, Inc.; Vapor Aid.
- h. Lambert Corporation; Lambco Skin.
- i. L&M Construction Chemicals, Inc.; E-Con.
- j. MBT Protection and Repair, Div. of ChemRex; Confilm.
- k. Meadows, W. R., Inc.; Sealtight Evapre.
- l. Metalcrete Industries; Waterhold.
- m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
- n. Sika Corporation, Inc.; SikaFilm.
- o. Symons Corporation, a Dayton Superior Company; Finishing Aid.
- p. Unitex; Pro-Film.
- q. US Mix Products Company; US Spec Monofilm ER.
- r. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

1. Available Products:

- a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
- b. Burke by Edoco; Aqua Resin Cure.
- c. ChemMasters; Safe-Cure Clear.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; W.B. Resin Cure.
- e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
- f. Euclid Chemical Company (The); Kurez DR VOX.
- g. Kaufman Products, Inc.; Thinfilm 420.

- h. Lambert Corporation; Aqua Kure-Clear.
- i. L&M Construction Chemicals, Inc.; L&M Cure R.
- j. Meadows, W. R., Inc.; 1100 Clear.
- k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
- l. Symons Corporation, a Dayton Superior Company; Resi-Chem Clear Cure.
- m. Tamms Industries, Inc.; Horncrete WB 30.
- n. Unitex; Hydro Cure 309.
- o. US Mix Products Company; US Spec Maxcrete Resin Clear.
- p. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

## 2.11 RELATED MATERIALS

### A. RELATED MATERIALS

1. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork
2. Joint Sealants
  - i. Vertical Joints: Non-sag, polyurethane sealant complying with Fed. Spec. TT-S-00230C, Type II, Class A, Sonneborn Sonolastic NP1 as manufactured by BASF Building Systems, Shakopee MN or approved equal.
  - ii. Horizontal Joints: One part (Fed Spec. TT-S-00230C, Type I, Class A) polyurethane sealant, pour grade, Sonneborn Sonolastic SL1 as manufactured by BASF Building Systems, Shakopee MN or approved equal.
- a. Miscellaneous sealing materials shall be as follows:
  - i. Joint Filler: 1/2" thick polyethylene closed cell foam. Filler shall be "Ceramar" as manufactured by W. R. Meadows, Hampshire, IL, or approved equal.
  - ii. Sealant Backer Rod: Compressible rod stock of closed cell polyethylene foam, for back-up of and compatibility with sealant.
3. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
4. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  - i. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
5. Reglets: Fabricate reglets of not less than 0.0217-inch- thick, galvanized steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

## 2.12 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
  4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
  3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
  4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- a. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- b. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- c. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  - 1) Class A, 1/8 inch for smooth-formed finished surfaces.
  - 2) Class B, 1/4 inch for rough-formed finished surfaces.
- d. Construct forms tight enough to prevent loss of concrete mortar.
- e. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 1) Install keyways, reglets, recesses, and the like, for easy removal.



- 2) Do not use rust-stained steel form-facing material.
- f. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- g. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- h. Chamfer exterior corners and edges of permanently exposed concrete.
- i. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- j. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- k. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- l. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 STEEL REINFORCEMENT

- a. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- b. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- c. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
  - 1) Weld reinforcing bars according to AWS D1.4, where indicated.
- d. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- e. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.3 JOINTS

- a. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- b. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

- 1) Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2) Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
  - 3) Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- c. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-third of concrete thickness as follows:
- 1) Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- d. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- 1) Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
  - 2) Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

### 3.4 WATERSTOPS

- A. Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.

### 3.5 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

### 3.6 PREPARATION

- A. Prepare previously placed concrete surfaces by abrasive blast cleaning, to remove debris and laitance and expose aggregate. Thoroughly wet the substrate prior to placement of fresh concrete against prepared surface.

- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels in an approved epoxy or adhesive.

### 3.7 PLACING CONCRETE

- A. Place and consolidate concrete in accordance with ACI 301 and ACI 318.
- B. Notify Owner's Representative and testing agency minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, and formed expansion and contraction joints are not disturbed during concrete placement.
- D. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- E. Place concrete continuously between predetermined expansion, control, and construction joints.
- F. Do not interrupt successive placement; do not permit cold joints to occur.
- G. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- H. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- I. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- J. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.
  5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- K. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- L. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

### 3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of

seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
  3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated

### 3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in 1 direction.
1. Apply scratch finish to surfaces indicated and to receive concrete floor toppings.

- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
  - 1. Apply float finish to surfaces indicated, to receive trowel .
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  - 1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  - 2. Finish surfaces to the following tolerances, according to ASTM E 1155 (ASTM E 1155M), for a randomly trafficked floor surface:
  - 3. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
  - 4. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot- long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/4 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
  - 1. Comply with flatness and levelness tolerances for trowel finished floor surfaces
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated
- G. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

### 3.10 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

### 3.11 CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the

manufacturer certifies will not interfere with bonding of floor covering used on Project..

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
- F. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.
- G. Remove any curing materials containing waxes or other products that may interfere with adhesion of waterproofing membrane installed under Section 07132 and 07140.

### 3.12 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  1. Defer joint filling until concrete has aged at least one month. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

### 3.13 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.



1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original

concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

### 3.14 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with ACI 301 by ACI certified technicians.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- D. Concrete for casting test specimens and fresh concrete properties shall be sampled at the end of the chute in accordance with ASTM C 172.
- E. No water other than the incidental water used to prewet the delivery chute and fins shall be added to the concrete after the truck leaves the batch plant, unless directed in writing by the Owners Representative.
- F. Adjustment of slump on site shall only be accomplished by the addition of water reducing or plasticizing admixture. Admixture shall be placed directly onto the concrete and the revolving drum mixer shall mix at high speed for 5 minutes, or 100 revolutions, before discharge.
- G. Obtain concrete for casting test samples after slump adjustment.
- H. Tests for fresh concrete properties (slump ASTM C 143, air content ASTM C 231, temperature ASTM C 1064, and unit weight ASTM C 138) shall be performed whenever casting test cylinders.
- I. One additional slump test will be taken at the point of pump discharge for each set of test cylinders taken.

- J. Additional fresh concrete property tests shall be performed when requested by the Owners Representative.
- K. Six concrete test cylinders (6-in dia. x 12-in) will be cast for each placement, or for every 75 cubic yards, whichever is greater, for each class of concrete placed. Compressive strength of test cylinders shall be determined as follows:
  - 1. One cylinder shall be tested at 3 days
  - 2. One cylinder shall be tested at 7 days
  - 3. Two cylinders shall be tested at 28 days
  - 4. One cylinder shall be tested at 56 days,
  - 5. One extra cylinder will be cast for discretionary use
- L. Two additional test cylinders shall be cast during cold weather concreting and shall be cured on the job site under the same conditions as the concrete it represents. Compressive strength of field cured cylinders shall be determined prior to form removal, and at 56 days age.
- M. Two concrete test cylinders (preferably 4-in dia. x 8-in) will be cast for ASTM C 1202 quality assurance testing for every 500 cubic yards, or portion thereof. ASTM C 1202 cylinders shall be cured in the same manner as the prequalification test cylinders.

### 3.15 SCHEDULE - CONCRETE TYPES AND TEST REQUIREMENTS

- A. Class A concrete shall include concrete for tunnels, chases, vaults, manholes and other tunnel system components:
- B. Class B concrete shall include concrete for retaining walls, power plant slabs on grade, exterior stairs, ramps, and other miscellaneous structures:
- C. Class C concrete shall include concrete for flowable fill for backfill at over-excavation in rock:

**Table 1 – Concrete Proportioning and Testing Requirements**

Concrete Class	A	B	C
<b>Materials and Proportions</b>			
Cement, ASTM C 150	Type I/II	Type I/II	Type I/II
Supplementary Cementitious Materials, <i>cm</i>	50% max <sup>†</sup>	50% max <sup>†</sup>	No limit
Maximum Aggregate Size	1 inch	1 inch	3/8-inch
Water-cementitious materials ratio, <i>w/cm</i>	0.40 max	0.40 max	No limit
<b>Prequalification Requirements</b>			
Aggregates	ASTM C 1260	ASTM C 1260	

Slump - ASTM C 143	6 to 8 in.	>6 in.	>8 in.
Chloride Content – ASTM C 1152	< 0.20% wt of cement	< 0.20% wt of cement	Not required
Air Content - ASTM C 231	Not required	5.5% to 7.5%	Not required
Hardened Air Content - ASTM C457	Not required	> 5%	Not required
28 day Strength - ASTM C 39	$f'_c = 5000$ psi	$f'_c = 4500$ psi	$f'_c = 700$ psi
Drying Shrinkage - ASTM C 157	$\leq 0.04\%$	Not required	Not required
28 day Permeability – ASTM C 1202	$\leq 1500$ Coulomb	Not required	Not required
Permeability			$\geq 0.4$ cm/sec
<b>Field Testing for Process Control</b>			
Slump - ASTM C 143	6 to 8 in. at point of placement	>6 in. at point of placement	>8 in. at point of placement
Air Content - ASTM C 231	Not required	5.5% to 7.5%	Not required
28 day Strength - ASTM C 39	$f'_c = 5000$ psi	$f'_c = 4500$ psi	$f'_c = 700$ psi
28 day Permeability – ASTM C 1202	$\leq 1500$ Coulomb	Not required	Not required

† Maximum combined supplementary materials content of ternary or quaternary blends. Limitations on supplementary materials shall include quantities contained in blended cement. Fly ash content shall not exceed 25%. Ground granulated blast-furnace slag content shall not exceed 45%. Silica fume content shall not exceed 10%.

END OF SECTION

### 33 6351 STEAM STRUCTURE RELATED CONCRETE REPAIR

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. The work shall consist of removal of unsuitable concrete; surface and face preparation; forming; and furnishing, placing, finishing, and curing concrete repair material as required to repair structures designated in this specification.

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Removal of deteriorated concrete and subsequent replacement and patching.

##### 1.3 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to concrete repair including, but not limited to, the following:
    - a. Materials, material application, sequencing, tolerances, and required clearances.
    - b. Quality-control program.

##### 1.4 MATERIALS

- A. Proprietary concrete repair materials shall be subject to review and approval of the Engineer prior to use. The material shall meet all specified salient features for repair materials and not react detrimentally with the existing concrete or associated member of the structure being repaired.
- B. Replacement concrete repair materials shall be a material that consists essentially of a binding medium of portland cement and water that will meet all the specified salient features for repair materials and not react detrimentally with the existing concrete or associated members of the structure being repaired. This may be, but is not limited to, a conventional concrete mix with or without admixtures, shotcrete, pre-placed aggregate concrete, or grout.

##### 1.5 PREPARATION OF AREAS TO BE REPAIRED

- A. All loose, cracked or otherwise unsuitable or defective concrete shall be removed from the existing structure as shown on the drawings. The final

extent of removal shall be determined by the Engineer after inspection of prepared surfaces.

- B. Feathered edges at the surface will not be permitted. The surface edge of the repaired area shall be cut with a saw, drilled, or chipped to leave a sharp edge with a minimum of a 5/8-inch depth face perpendicular to the face of the wall.
- C. The top-side of the repair hole shall be shaped to a uniform fairly straight face which is sloped upward on a one (1) inch rise for each three (3) inches of depth of cut toward the face from which the repair material will be placed. The repair hole shall be conical in shape with the large end at the surface from which repair material will be placed.
- D. The bottom and vertical or near vertical sides of the hole shall be cut sharply and approximately perpendicular to the face of the wall. All interior corners shall be rounded to a minimum radius of one (1) inch.
- E. Test areas where concrete has been removed by tapping with hammer, and remove additional concrete until unsound and debonded concrete is completely removed.
- F. Where reinforcement is encountered, the concrete directly in contact with the sides of the reinforcement shall be removed to provide at least 1-inch clear distance between the reinforcement and the in-place concrete. Remove loose and flaking rust from exposed reinforcing bars by abrasive blast cleaning, or wire brushing until only tightly adhered light rust remains. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace.
- G. Prior to placement of concrete repair material, all oil and/or grease shall be steam or solvent cleaned from all reinforcement and surfaces to which the repair materials are required to bond. If solvent cleaning is used, solvents and solvent residues shall not impair the repair material or its bonding strengths.
- H. After removal of all oil and grease, the reinforcement shall be cleaned to remove any loose, flaky rust, mill scale, and other coatings or foreign substances that would impair bonding of the repair material to the reinforcement. The prepared faces of the repair hole shall be cleaned by high pressure water jets or compressed air jetting with water to remove all loose particles and dust. The repair hole shall be free of chips, sawdust, debris, free water, ice, snow, or other harmful substances or coatings.

#### 1.6 DISPOSAL

- A. Unless otherwise specified, all concrete and other debris resulting from the repair works shall be removed from the site and disposed of at location(s) of the Contractor's selection. The Contractor is responsible for

complying with all local, state, and federal regulations pertaining to the disposal of such waste.

## PART 2-PRODUCTS

### 2.1 SELECTION OF CONCRETE REPAIR MATERIAL

- A. Only one brand of proprietary concrete repair material shall be used in any single repair operation unless compatibility between brands can be proven with actual test or performance data.
- B. The Contractor will be responsible for the selection and correct application of the concrete repair material. At least 14-days prior to installation, the Contractor shall provide the Engineer for approval all technical data for the repair material. The technical data shall include the design mix and test results to verify satisfactory conformance to the salient feature requirements. If a proprietary material is used, the manufacturer's recommended preparation, use, and installation specifications shall also be submitted 14-days prior to installation. Concrete repair materials shall not be placed prior to approval.
- C. Concrete repair material shall have the following features:
  - 1. Be a cementitious material that after hardening will remain stable in wet and moist environments and will not dissolve in water.
  - 2. A 28-day compressive strength of 4000 psi or greater when tested according to ASTM C 39, unless otherwise specified.
  - 3. Bond strength of the repair material shall have been tested in accordance with ASTM C 882 procedures for Type V material and shall have the minimum strength of 1100 psi at 28-days unless otherwise specified.
  - 4. Shall be suitable for application at the minimum temperature of 55 degrees Fahrenheit.
  - 5. Shall not contain chlorides, added gypsum, added lime, or high alumina cements. Shall be non-combustible, both before and after cure.
  - 6. Color shall be concrete gray unless otherwise specified.
  - 7. Shall not produce a vapor barrier material and shall be thermally compatible with concrete.
  - 8. Shall have a freeze-thaw resistance equal to or greater than 4000 psi, air-entrained concrete designed for severe exposure conditions according to ACI Standard Practice 211.1, unless otherwise specified.

D. Corrosion-inhibiting materials:

1. Corrosion-Inhibiting Treatment: Waterborne solution of alkaline corrosion-inhibiting chemicals for concrete-surface application that penetrates concrete by diffusion and forms a protective film on steel reinforcement.

E. Bonding agents:

1. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.
2. Epoxy Bonding Agent: ASTM C 881/C 881M, bonding system and free of VOCs.
3. Latex Bonding Agent, Non-Redispersible: ASTM C 1059/C 1059M, Type II for use at structural and exterior locations and where indicated.

PART 3-EXECUTION

3.1 HANDLING AND MEASUREMENT OF MATERIAL

- A. For all types of repair materials, the cementitious components shall be kept dry and protected from contamination until incorporated in the mix. Broken containers or bags of pre-measured and pre-mixed components will not be accepted.
- B. Handling and measurement of conventional concrete mix repair material shall conform to ASTM C 94.
- C. Handling and measurement of pre-packaged proprietary materials shall follow the manufacturer's recommendations and requirements. Handling and measurement of components which are not pre-packaged or pre-measured shall be in accordance with the requirements listed below and the manufacturer's requirements. A copy of the manufacturer's written requirements will be provided to the Engineer 5-days prior to installation.

3.2 FORMS

- A. Forming material shall be wood, plywood, steel or other approved material and shall be mortar tight. The forms and associated false-work shall be substantial and unyielding and shall be constructed so that the finished repair will conform to the specified dimensions and contours. Form surfaces shall be smooth and free from holes, dents, sags or other irregularities.



- B. To prevent bonding of the repair materials to the forms, prior to setting the forms into place, the surface of the form shall be lined with plastic sheeting or coated with a non-staining form release agent compatible with the repair material being used. If the forms are lined with plastic, the plastic shall be stretched taut removing all wrinkles and folds and maintain a smooth condition during the placement and curing of the repair material.
- C. Metal ties or anchorage within the forms shall be equipped with cones, she-Bolts or other devices that permit their removal to a minimum depth of one (1) inch without injury to the concrete or repair material. Ties designed to break-off below the surface of the concrete shall not be used without cones.
- D. All visible edges and corners included in the repair location shall be shaped the same as adjacent or similar edges or corners of the structure being repaired.
- E. Forms shall be constructed to facilitate consolidation and complete filling of the repair void, and when all surfaces are formed, to facilitate applying pressure to the repair material immediately after placement.

### 3.3 MIXING, CONVEYING AND PLACING

- A. Proprietary repair material shall be mixed and conveyed to the forms according to manufacturer's written recommendations. Material that cannot be placed within the manufacturer's time requirements shall not be placed in the forms and shall be discarded off-site at locations selected by the Contractor.
- B. Concrete repair material shall not be placed until the subgrade, forms and steel reinforcement have been inspected and approved by the testing agency.
- C. The Contractor shall have all equipment and materials required for curing available at the site ready for use before placement of repair material begins.
- D. No concrete repair material shall be placed except in the presence of the Engineer. The Contractor shall give reasonable notice to the testing agency each time concrete repair material is scheduled for placement. Such notice shall be adequate to allow the testing agency sufficient time to review and approve the subgrade, forms, steel reinforcement and other preparations for compliance with the specifications. Other preparations include, but are not limited to, the mixing and delivery equipment and system, placing and finishing equipment and system, schedule of work, work force, and heating and cooling facilities as applicable. All deficiencies are to be corrected before concrete repair material is mixed for placement.

- E. The concrete repair material shall be deposited as closely as possible to its final position in the forms and shall be worked into the corners and angles of the forms and around all reinforcement and embedded items in a manner to prevent segregation of aggregates or excessive laitance. The depositing of repair material shall be regulated so that the material can be consolidated with a minimum of lateral movement.
- F. Unless otherwise approved, concrete repair material shall not be dropped from a height greater than recommended by the manufacturer or five (5) feet whichever is less.
- G. Unless otherwise specified, all concrete repair material required for each repair location shall be placed in one continuous operation. Successive layers or batches shall be placed at a rate sufficient to prevent setting of material between successive layers.
- H. At the time of placement of repair material, existing concrete surfaces shall be damp, without free water, unless otherwise specified or required by manufacturer of the proprietary repair material being used.

#### 3.4 CONSOLIDATING

- A. Concrete repair materials shall be consolidated to ensure positive contact of repair material with all repair surfaces and reinforcing steel, to remove entrapped air pockets and voids, and to maximize the density of the repair material.
- B. Vibration shall not be applied directly to the reinforcing steel or other embedded items, the forms, or to concrete repair material that has hardened to the degree that it is no longer plastic.
- C. The use of vibrators to transport concrete repair material in the forms or conveying equipment will not be allowed.
- D. Proprietary repair material shall be consolidated in accordance with the manufacturer's recommendations.

#### 3.5 REMOVAL OF FORMS

- A. Unless otherwise approved, forms shall not be removed sooner than the minimum time recommended by the manufacturer of the repair material or 48-hours whichever is greater.
- B. Forms shall be removed in a manner to prevent damage to the concrete repair material. Supports shall be removed in a manner that will permit the repair material to take the stresses due to its own weight uniformly and gradually.

#### 3.6 FINISHING FORMED SURFACES

- A. All repaired surfaces shall be true and even, and shall be free of open or rough spaces, depressions or projections.
- B. Immediately after the removal of forms:
  - 1. All bulges, fins, form marks or other irregularities which in the judgment of the Engineer will adversely affect the appearance or function of the structure shall be removed. All form bolts and ties shall be removed to a minimum depth of one (1) inch below the surface of the repair. The cavities produced by form ties and all other holes of similar size and depth shall be thoroughly cleaned and, after the interior surfaces have been kept continuously wet for at least three (3) hours, shall be carefully repaired with a compatible patching mortar or packed with a dry patching mortar mixed not richer than one (1) part cement and three (3) parts sand. Dry patching mortar shall be mixed in advance and allowed to stand without addition of water until it has reached the stiffest consistency that will permit placing. Manipulation of the mortar with a trowel during this period shall be performed as required to insure the proper consistency.
  - 2. Holes resulting from form bolts or straps which pass through the wall shall be entirely filled with mortar to form a dense, well-bonded unit. The mortar shall be tamped into place with a rod slightly smaller than the hole being filled. The hardened mortar shall be sound and free from shrinkage cracks.
  - 3. All repaired areas shall be cured as specified in Section 13.

### 3.7 FINISHING UNFORMED SURFACES

- A. All exposed surfaces of the concrete repair material shall be accurately screeded to grade and finished to match adjacent surfaces, unless otherwise specified. Water shall not be sprinkled or in any manner added to the surface of conventional concrete mix repair material during finishing operations.
- B. Proprietary repair materials shall be finished in accordance with the manufacturer's recommendations.
- C. Joints and edges on unformed surfaces shall be shaped the same as adjacent or similar edges or corners of the structure being repaired.

### 3.8 CURING

- A. The repair material shall be protected against premature surface drying, rainfall, and freezing for a minimum of 72-hours. For proprietary repair materials, the manufacturer's recommendations for curing shall be followed. Replacement concrete repair material shall be protected from drying and freezing for seven (7) days after placement.

- B. If curing compound is used, it shall be non-solvent type and shall conform to ASTM C 309, Type 1-D, Class B, non-pigmented with a fugitive dye, unless otherwise specified. Curing compounds shall not be used if specifically prohibited by the proprietary repair material user guides.

### 3.9 REMOVAL OR REPAIR

- A. When the repaired area is honeycombed, damaged or otherwise defective, the Contractor shall remove and replace the defective repair. The Engineer will determine the required extent of removal, replacement and/or repair.

### 3.10 CONCRETE REPAIR IN HOT WEATHER/ENVIRONMENTS

- A. For proprietary repair materials, the manufacturer's recommendation together with the requirements below shall be followed.
- B. For replacement concrete repair material, the requirements below shall be followed.
- C. For the purpose of this specification, hot weather is defined as any combination of the following conditions that may impair the quality of the freshly mixed and/or hardened concrete repair material by accelerating the rate of moisture loss and rate of cement hydration, or any other action that could contribute to detrimental results:
  - a. High ambient temperature
  - b. High concrete temperature
  - c. Low relative humidity
  - d. Wind velocity
  - e. Solar radiation
- D. Whenever the above conditions exist or when climatic conditions are such that the temperature of the concrete repair material may reasonably be expected to exceed 90°F at the time of delivery to the work site or during the placement operations, the following provisions shall apply:
  - 1. The Contractor shall maintain the temperature of the concrete repair material below 90°F during mixing, conveying, and placing.
  - 2. Exposed concrete repair material surfaces which tend to dry or set too rapidly shall be continuously moistened by means of fog sprays or other suitable means to maintain adequate moisture during the period between placement and finishing, and following finishing. Water shall not be sprinkled or added directly to the surface of the concrete repair prior to, or during, finishing.

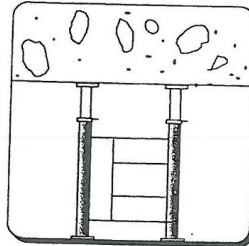
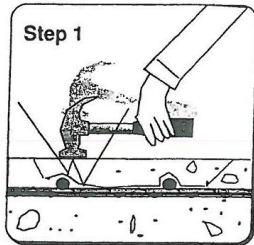
3. Finishing of slabs and other exposed or non-formed surfaces shall be started as soon as the condition of the concrete repair material allows and shall be completed without delay.
4. Formed surfaces shall be kept completely and continuously moist for the duration of the curing period or until the application of the curing compound is completed.
5. Concrete repair material surfaces, especially flat-work placed with large surface areas, shall be covered with wet burlap or other similar material as soon as the concrete repair material has sufficiently hardened and shall be kept continuously moist for a minimum of 24-hours for the initial curing period. This protective method shall be continued for the required curing period or until the application of curing compound is completed.
6. Moist curing may be discontinued before the end of the curing period if white, or other color selected in Section 18, pigmented curing compound is applied immediately.
7. Under extreme conditions of high ambient temperature, high concrete temperature, low relative humidity, wind velocity and exposure to solar radiation, the Engineer may (1) restrict placement to the most favorable time of day, (2) restrict the depth of layers to assure coverage of the previous layer while it will still respond readily to vibration, (3) suspend placement until conditions improve, and (4) require removal of forms, repair, patching and re-application of wet curing by small areas at a time.

### 3.11 FIELD QUALITY CONTROL

1. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
  - a. Perform the following tests and inspections:
    - i. Evaluate extents of defective concrete removal.
    - ii. Evaluate the existing reinforcing for reduced section and removal of rust.
    - iii. Review procedures of preparation and patching prior to and during the first placement of repair materials.
2. Product will be considered defective if it does not pass tests and inspections.

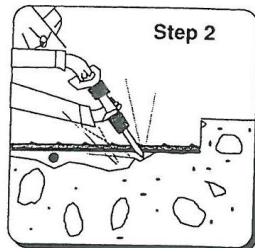
### PART 4-SUPPLEMENTAL INFO

## General Surface Preparation Procedure



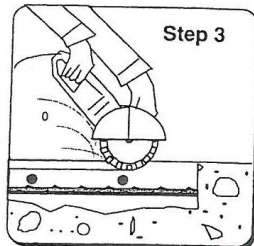
### Step 1

Locate area to be repaired (see "Concrete Evaluation"). Hammer sounding or chain drag are used when locating delamination. Design and install temporary support system prior to any concrete removals.



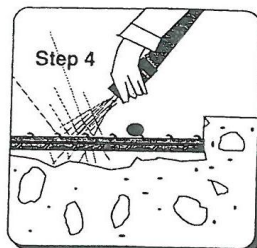
### Step 2

Remove deteriorated concrete using acceptable methods. When embedded steel is encountered, follow recommendations on following pages. Undercutting of exposed bars is critical to long term success of surface repairs. Bars which are damaged by the removal operation or have a significant section loss may require repair.



### Step 3

Prepare surface repair boundaries to prevent feather edged conditions. Geometry of boundaries should minimize edge length. Shotcrete may require some modifications to squared edges. (ACI 506R-90.)



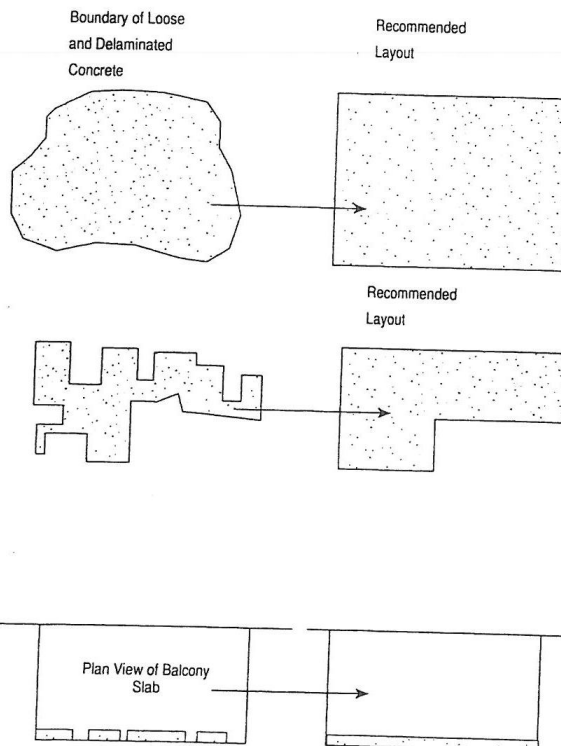
### Step 4

Clean the surface of the exposed reinforcing steel and concrete. Surface cleaning is critical to achieve an adequate bond between the repair and the existing concrete. (See "Bonding Repair Materials to Existing Concrete.")

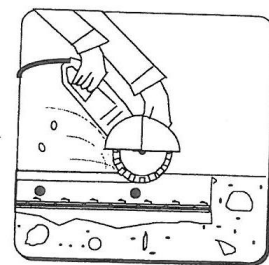
Peter H. Emmons/Concrete Repair and Maintenance

## Recommended Layout of Surface Repairs

Layouts should be made as simple as possible.



Deterioration of concrete surfaces generally is not uniform. Areas requiring repair should be modified to provide for simple layouts. The layouts should be designed to reduce boundary edge length. Excessive or complex edge conditions result in shrinkage stress concentrations and cracking. If using sawcutting as a method for edge conditioning, keep in mind that saws cut straight and that, at turns, the saw may be required to overcut.



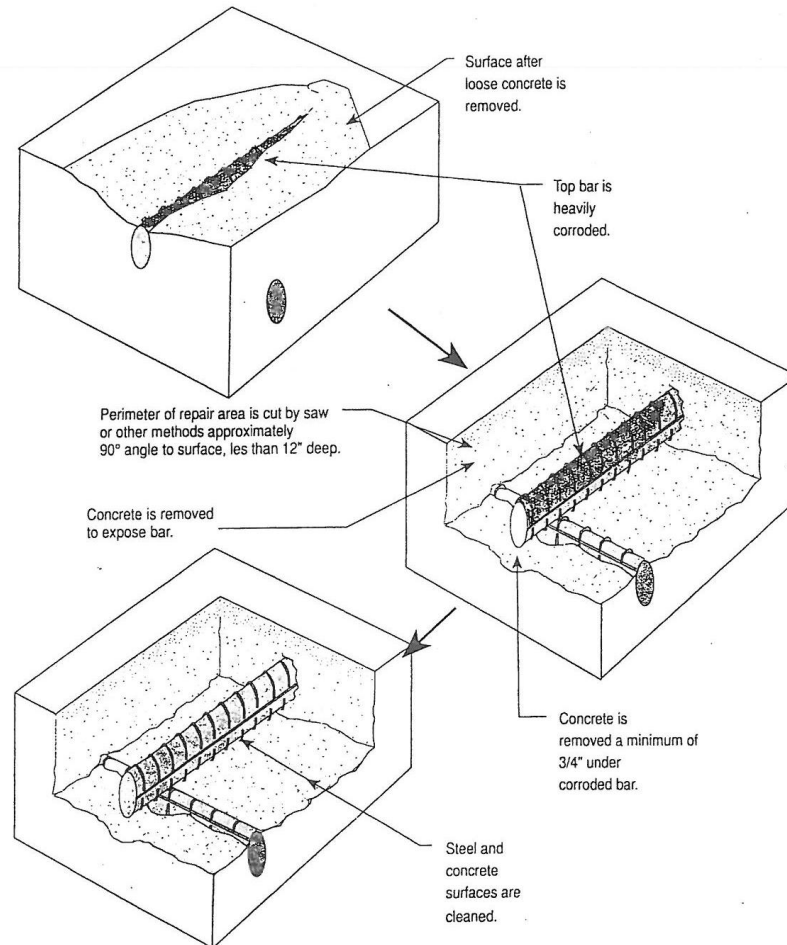
Adapted from IACRS—Surface Preparation Guideline 03730. 31, 32, 34 dated 10/15/89.

Peter H. Emmens/Concrete Repair and Maintenance

Part Three: Surface Repair Section 4: Surface Preparation

## Surface Preparation

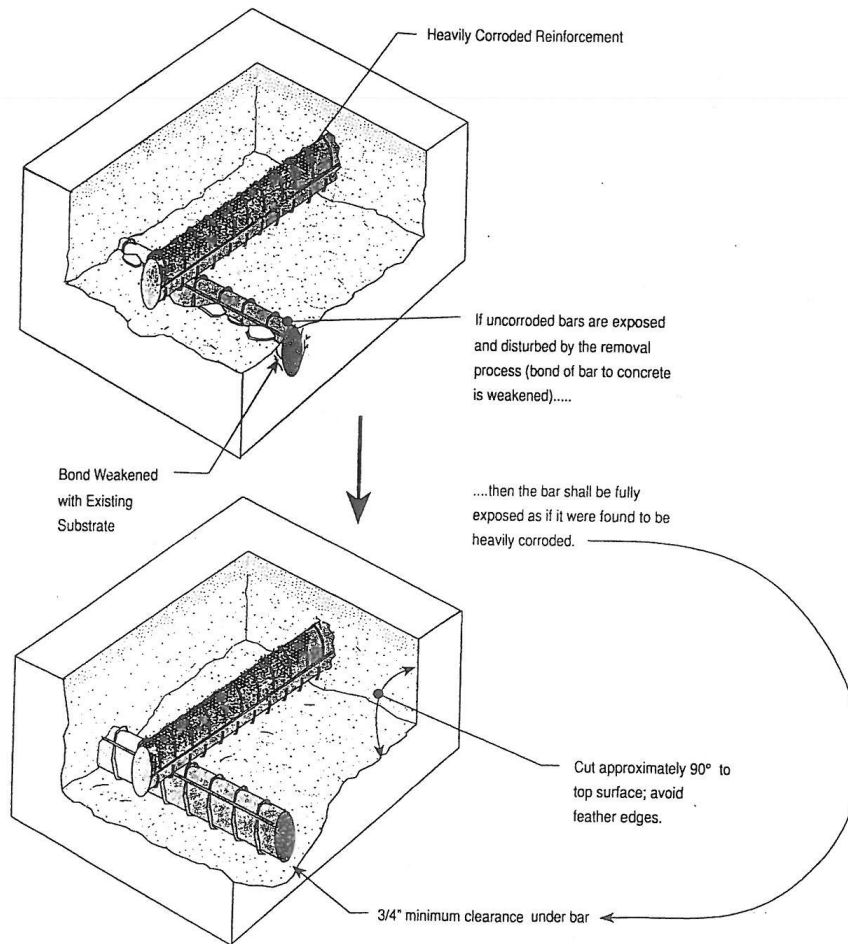
### When Corroded Reinforcement Is Encountered



Adapted from IACRS—Surface Preparation Guideline 03730, 31, 32, 34 dated 10/15/89.



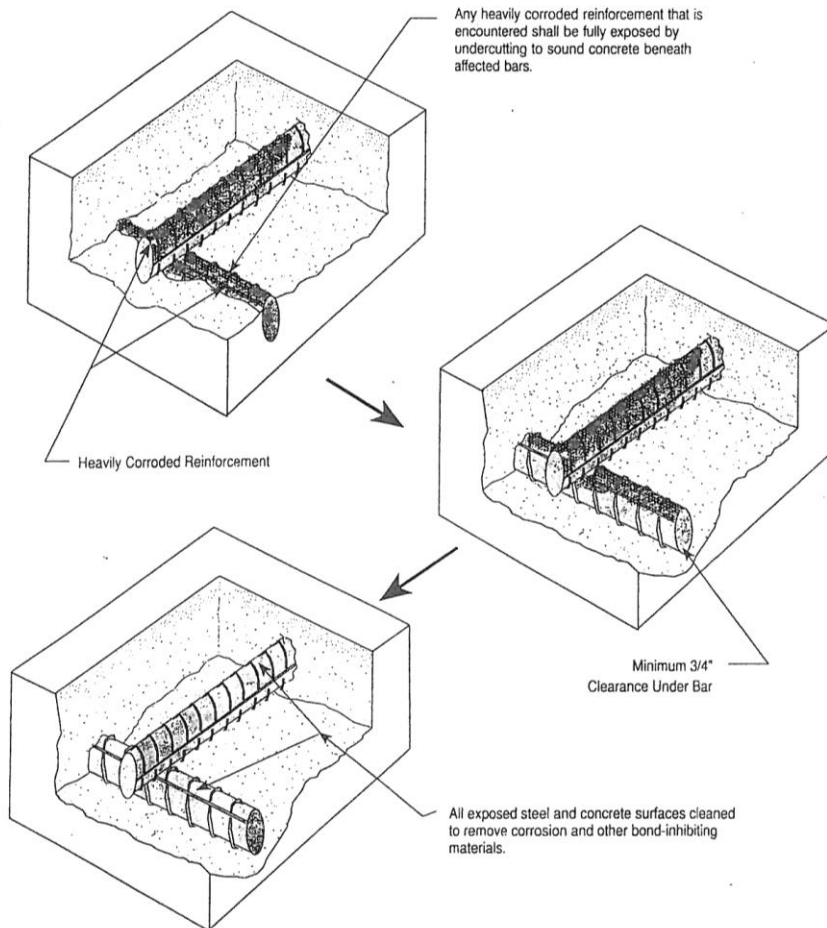
### When Corroded Reinforcement Is Encountered



Adapted from IACRS—Surface Preparation Guideline 03730, 31, 32, 34 dated 10/15/89.

## Surface Preparation

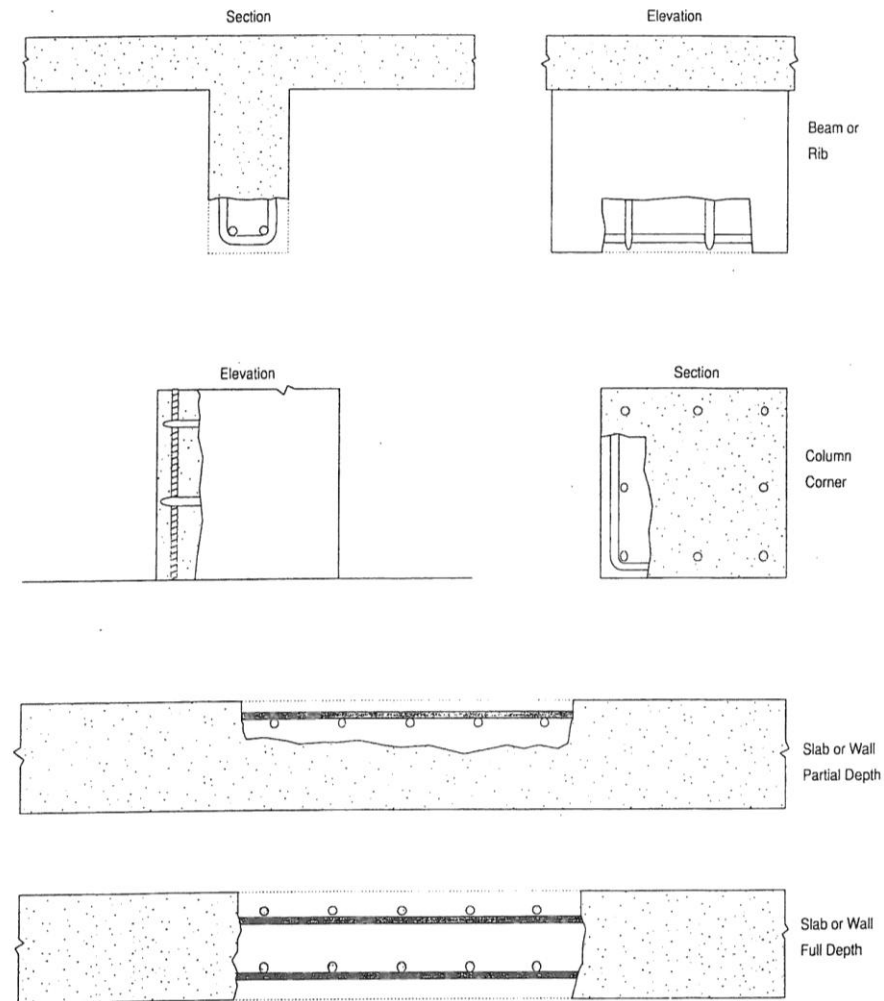
### When Corroded Reinforcement Is Encountered



Adapted from IACRS—Surface Preparation Guideline 03730, 31, 32, 34 dated 10/15/89.

Part Three: Surface Repair Section 4: Surface Preparation

## Recommended Removal Geometry



Adapted from IACRS—Surface Preparation Guideline 03730, 31, 32, 34 dated 10/15/89.

Peter H. Ensmemo Concrete Repair and Maintenance

## Hand-Applied

Hand-applied techniques are used to place non-sag repair materials on vertical and overhead locations. Most hand-applied materials are special blends of cement, finely graded aggregates, non-sag fillers, shrinkage compensating systems, and water. The mixed material is applied to the prepared surface with either a trowel or by hand. The applied pressure drives the repair material into the pore structure of the exposed concrete. The repair material is designed to "hang"

in place until subsequent layers are added. Each layer is roughened to promote bond with the next layer. The best use of this technique is for topical cosmetic repairs not involving reinforcing steel. When reinforcing steel is encountered, it is very difficult to consolidate and provide for complete encapsulation of the reinforcing steel. Problems associated with this technique involve poor bond between layers and voids around embedded reinforcing steel.

