# Exhibit D Scope of Work for General Contractor for the ECC Respiratory Lab Renovations at Union and Columbia

The Construction Manager (CM) referred to below is NAVIGATE Building Solutions, LLC. The Owner referred to below is East Central College. The Contractor referred to below is the General Contractor. This bid package includes, but is not limited to, the following:

- 1. Scope shall include all work outlined by the project documents (plans and specifications) issued by Arcturis dated January 30, 2025.
- 2. This contractor shall include in the base bid price a scope allowance of \$30,000 for the renovation at the Union location and \$20,000 for the renovations at the Columbia location (\$50,000 total allowance). Allowance shall include all overhead, profit, and fees as is allowed for Change Orders in contract Exhibit H, Modification/Explanation of Change Order Fee. Unit prices provided on the Supplemental Bid Information Form shall be used where applicable to work paid from the Allowance. Any savings to this allowance shall be reconciled via a deduct Change Order which shall include the associated overhead, profit, and fees. This allowance may only be used at the sole discretion of the CM and Owner. This allowance may not be used to address the effects of weather conditions. Allowance amount to be entered on Bid Form.
- 3. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the Master Project Schedule below. Contractor shall reference the Owner Agreement included in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
- 4. Not less than the prevailing hourly rate of wages, as set out in the Missouri Division of Labor Standards, Annual Wage Order No. 31 for Franklin County, shall be paid to all workers performing work under this contract. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the Contractor or by any subcontractor. A copy of the Annual Wage Order No. 31 can be found in the project contract documents.
- 5. Upon execution of this contract, this contractor must submit to the CM a detailed critical path baseline construction schedule outlining each construction activity and phase. This schedule must fall within the Master Project Schedule outlined below and be submitted no later than ten (10) days following execution of the contract. Contractor is required to provide updated work schedules at a minimum on a monthly basis with each pay application. Contractor's detailed activity schedule/critical path schedule shall adhere to the Master Project Schedule and shall provide for expeditious and practicable execution of the Work. Should the Contractor fall behind schedule by more than 5 workdays due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the CM within 5 days of request by the CM.

#### Master Project Schedule Milestone Dates

a. Invitation for Bids	February 3, 2025
b. Pre-Bid Meeting, Union Location	February 11, 2025, at 2:00 PM
c. Pre-Bid Meeting, Columbia Location	February 20, 2025, at 11:00 AM
d. Questions Due	February 21, 2025, at 4:00 PM

e. Bids Due February 27, 2025, at 2:00 PM f. Supplemental Bid Information Due February 28, 2025, at 2:00 PM g. Contractor Interviews (if needed) February 28, Time TBD h. Board Approval of Contractor March 3, 2025 i. Issue Contract March 4, 2025 Anticipated Notice to Proceed March 7, 2025 i. k. All Submittals Delivered to Design Team 30 Days after receipt of NTP I. General Contractor Internal Pre-Punch 2 weeks prior to Substantial Completion m. Substantial Completion / Punchlist Populated July 25, 2025

All Life Safety Inspections & Occupancy Inspections to be completed on or before Substantial Completion date.

- n. Final Completion / Completion of Punchlist 30 Days after Substantial Completion
- 6. Contractor accepts all risks associated with adverse weather. No time extensions will be granted related to claims of adverse weather. No claims for extra costs will be granted related to adverse weather and/or taking action to deal with adverse weather and/or the effects of adverse weather. All provisions in the Owner-Contractor Agreement otherwise respecting weather are superseded by this provision and are of no force and effect.
- 7. Any claims for delay to critical path activities shall be submitted to the Construction Manager within 24 hours of occurrence, identifying the event and the impacted critical path activity. The Construction Manager will review to determine if the claim will be considered a valid delay. Each day claimed shall be tracked on a log for review at the bi-weekly Owner meetings.
- 8. Contractor is required to provide detailed work schedule (short term schedule) on a bi- weekly basis. Contractor's detailed work schedule shall adhere to the Master Project Schedule and the accepted contractual project duration. Contractor shall meet the requirements of the Master Project Schedule.
- 9. Contractor to provide all supervision, labor, tools, equipment, and materials to complete the work.
- 10. Contractor to perform all unloading, loading, distribution and hoisting of materials for this scope of work.
- 11. Contractor to include ALL caulking and sealants for all systems and materials furnished and installed.
- 12. Contractor to provide fire stop systems as required for the installation of the work of this project.
- 13. Contractor to include wall blocking as needed for ALL specialty items shown in the drawings including those provided or furnished by Owner.
- 14. Provide access panels needed for all work installed under this contract.
- 15. Contractor shall survey existing conditions of the building and document via photographs prior to the start of demolition.

- 16. Furnish, install, maintain, and remove temporary on-site trailer(s) and storage containers as required to perform the work. Placement of an on-site trailer(s) and storage containers shall be coordinated with East Central College facilities management.
- 17. Perform all work in accordance with OSHA standards (including OSHA 10-hour requirement). This Contractor is responsible for OSHA required safety railings (installation, maintenance, and removal) including appropriate OSHA approved system for roof edge protection for all trades.
- 18. Coordinate all work with the Construction Manager's representative.
- 19. Bi-weekly meetings at the jobsite will be held with the Owner, Owner Representative, and Architect. The work of this contractor must be performed in accordance with the decisions and schedules formulated at these meetings so as not to delay the work. The Contractor's Project Manager and Foreman/Superintendent must be present at these meetings. This contractor shall keep minutes of these meetings and forward to the Owner Representative and Architect for review within 2 working days after the meeting.
- 20. This contractor shall organize and arrange for pre-installation meetings for all major scopes of work with the subcontractors and manufacturers prior to commencement of those activities and invite the Owner, Architect, and Owner Representative to all pre-installation meetings. This Contractor shall keep minutes of those meetings and forward to the Owner Representative and Architect for review.
- 21. General Contractor and its HVAC, Plumbing, and Electrical subcontractors will be expected to coordinate above-ceiling work prior to installation, including the creation of drawing overlays to identify and address interferences prior to installation as needed.
- 22. This Contractor shall provide all layout required to complete the work.
- 23. Contractor to review all drawings, specifications and addendums and accept responsibility for requirements, general notes, notes, specifications, and details as they relate to this scope of work.
- 24. Contractor to take note of nearest water source and the schedule for water line installation; if no water is available on site, provide alternate means.
- 25. This Contractor to cleanup all rubbish and debris from site and building on a daily basis. This includes off-site disposal of all rubbish and debris. Trucks or dumpsters to haul off material by this Contractor.
- 26. This Contractor shall furnish all dumpsters for the entire project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris.
- 27. This contractor to broom clean all floors within the construction areas at least once a week to ensure housekeeping stays up to par.
- 28. This Contractor shall provide a heavy construction cleaning prior to punch list creation so all surfaces can be observed by the design team. Clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; remove obstructions and flush debris from drainage systems; clean site; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

- 29. Provide final cleaning of all work areas prior to occupancy.
- 30. Contractor will be allowed to use the buildings restroom facilities. Contractor to ensure that the restrooms remain clean.
- 31. Contractor will provide ice, cups and distribute drinking water as needed for workers performing this scope of work.
- 32. This Contractor and all subcontractors will be responsible to review all specifications and drawings.
- 33. Contractor to furnish first aid and safety supplies as needed for this scope of work.
- 34. Contractor is solely responsible for site/project safety for this scope of work.
- 35. Contractor to maintain Site Specific Safety Plan which shall be completed and kept in their job trailer or on the project site at all times.
- 36. Provide code compliant seismic support and bracing as required for installation of acoustical ceiling systems per contract documents.
- 37. Provide stenciling of rated walls according the AHJ requirements.
- 38. This Contractor is responsible for securing the working areas with temporary or permanent measures at the close of every day. Any temporary openings in walls are to be secured at the end of the workday.
- 39. Contractor is responsible for any coordination of staging or relocation for materials for this scope of work after initial unloading.
- 40. No smoking or tobacco use shall be allowed on school property.
- 41. Full-time onsite superintendent (working superintendent is acceptable) is required when any Work is taking place. Contractors shall consider the size and complexity of this project when determining the balance of the project's project management staff. Contractor shall assign staff as needed to maintain project progress and oversight. Contractor shall assign project manager/engineer/superintendent to the project with relative similar industry and project-type experience, availability, and workload capacity.
- 42. The contractor shall use Procore Project Management software program, or similar cloud-based system, for coordination of project RFIs, submittals, change orders, daily logs etc. Contractor shall be the administrator and maintain all records in the program, and shall grant access to the Owner, CM and design team members. Include the cost associated with the use of such program
- 43. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the CM and Architect for review on a bi-weekly basis.
- 44. Contractor shall be aware of material lead times and initiate submittals to the design team for review and approval in a timely manner.
- 45. The Project Milestone Dates identify when all submittals shall be submitted for review. This milestone does not relieve the Contractor of completing select submittals sooner, as needed to meet the overall project schedule for installation of the work.

- 46. This Contractor shall maintain an RFI log for this scope of work. This log must be submitted to the Owner Representative and Architect for review on a bi-weekly basis. Log to include:
  - a. RFI number
  - b. Topic of RFI
  - c. Date submitted
  - d. Date requested response by
  - e. Date returned
  - f. Status- Open or Closed
- 47. Immediately upon award, this Contractor shall submit a proposed site logistics plan for review. The Owner, Owner Representative, Contractor, and Architect will meet to review and discuss site logistics and finalize an agreed upon plan of action for construction parking, office/storage containers, temporary toilets, temporary site fence, etc.
- 48. This Contractor must prepare and make available upon request, a procurement log for this scope of work for all long lead materials and equipment. Procurement log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change.
- 49. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required. These reports must be submitted to the CM daily, within 24 hours of work performance using Procore Project Management software program or an agreed upon cloud based management software.
- 50. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents. These training sessions shall be recorded professionally by a videographer, including lapel mics for person providing the training, etc. A DVD including copies of each training session (organized as individual Chapters) shall be provided as part of the closeout documents.
- 51. This Contractor must populate a closeout log and submit to the Owner Representative and Architect for review to verify that all required items have been included. Once approved, this log will be used to track required closeout items prior to final payment. This contractor is highly encouraged to submit O&M requirements as soon as possible in advance of final acceptance to help eliminate delay in payment.
- 52. This Contractor may utilize the existing building utilities for construction activities. The cost of the usage by owner.
- 53. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at Substantial Completion. This shall be 'red-lined' copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format.
- 54. The Master Project Milestone Dates include all work proposed in the Bid Alternates. No time extensions will be granted for accepted Alternates.
- 55. Unit prices provided on the Bid Form and incorporated into the contract shall apply to the condition described in the unit price, regardless of which subcontractor performs the work or when the work is being performed.

- 56. Construction work shall only be allowed during hours permitted by East Central College. If Contractor opts to work outside of those hours, they must contact the CM and Owner to obtain permission.
- 57. During the warranty period of the project, this Contractor shall document, maintain and update a Warranty Log of all warranty items, weekly, to be shared with the Client and CM. Contractor shall acknowledge the Owner's warranty call within 4 hours and keep the Owner apprised of the resolution status. Any roof or building envelope leaks or elevator issues or any issue that interferes with regular building operations shall be considered as urgent / emergencies. Contractor to provide a 24-hour on-call service for such urgent or emergency items.
- 58. Contractor is required to maintain access to the work as needed to maintain schedule.
- 59. No change orders will be issued for material cost increases or impacts of tariffs that occur during the project.
- 60. Contractor must include Professional Liability and errors and omissions insurance for the designbuild scopes of work that are required by specifications to designed by a professional engineer. Drawings and calculations shall be signed and sealed by a Professional Engineer registered in the State of Missouri. The following items are delegated design by this Contractor:
  - a. Division 21 Fire Suppression
- 61. The CONTRACTOR, at the direction of the owner, may provide one project sign. The sign will include the Owner's logo, design team logos, Owner Representative logo and the CONTRACTOR logo. They shall also include the project name and expected completion timeframe. No other project signs will be allowed on the project for advertisement. The sign needs to a minimum of 4' by 8'. The sign will be installed at a location to be approved by the Owner.
- 62. Material testing shall be performed and paid for by the Owner. Contractor will assist and coordinate with the testing agency to perform required onsite testing work.
- 63. Contractor will submit to the Owners Representative and Architect a detailed Schedule of Values for review and approval prior to the submission of the first pay application.
- 64. Contractor will be responsible for the payment and receipt of all permits associated with this project.
- 65. Contractor will be responsible for scheduling all necessary inspections for this project.