

**REQUEST FOR BID FOR:**

**MASTER CONSTRUCTION AGREEMENT**

**PROJECT NO.: CP260601**

**AT:  
UNIVERSITY OF MISSOURI  
COLUMBIA, MISSOURI**

**FOR:  
THE CURATORS OF THE UNIVERSITY  
OF MISSOURI**

**PREPARED BY:  
*PLANNING  
DESIGN &  
CONSTRUCTION***

**CAMPUS FACILITIES  
UNIVERSITY OF MISSOURI**

**November X, 2025**

REQUEST FOR BID  
MASTER CONSTRUCTION AGREEMENT  
PROJECT NUMBER:

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CAMPUS FACILITIES

General Services Bldg.  
Columbia, Missouri 65211  
Telephone: (573)882-3091

REQUEST FOR BID

Sealed bids for:

MASTER CONSTRUCTION AGREEMENT  
UNIVERSITY OF MISSOURI  
[Campus]

PROJECT NUMBER:

CONSTRUCTION ESTIMATE:  
Up to \$3,000,000 per Work  
Authorization

The Curators of the University of Missouri (Owner) has received your response to its Request for Qualifications and your organization is hereby requested to submit a Bid at the following location:

Campus Facilities, Planning, Design & Construction, Room L100 (Front Reception Desk), General Services Building, University of Missouri, Columbia, Missouri 65211.

Bid shall be received no later than **1:30 p.m., C.T., \_\_\_\_\_**.

All Bids must be completed and submitted in accordance with the documents contained in the Project Manual, which are incorporated herein by reference and form a part of this Request for Bid.

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 9:30 A.M., C.T., \_\_\_\_\_ via web conference. Instructions to access the meeting are provided below.**

Each Bid shall be accompanied by a Bid Bond issued by a surety licensed to do business in the State of Missouri in the amount of \$50,000.

The MBE/WBE/SDVE Participation Goals established for this contract are enumerated in the Bid form.

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

Advertisement Date:

BID FOR MASTER CONSTRUCTION AGREEMENT

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

1. The Bidder, in accordance with Specifications prepared by Planning, Design & Construction, entitled "Master Construction Agreement", project number \_\_\_\_\_, dated \_\_\_\_\_, having examined the Contract Documents, and being familiar with all conditions pertaining to construction of the proposed project, including availability of materials and labor, hereby proposes to provide "Master Construction Services" in accordance with the Contract Documents, within the time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri's tax-exempt status, incurred in performing work required under the 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), the amount(s) shall be written in both words and figures. In case of discrepancy between words and figures, the words shall govern.
3. BID PRICING

For Master Construction Agreement Services as described in these the Contract Documents and any Work Authorization, the Contractor submits the following bids:

- a. Percentage Markup – Projects \$75,000 - \$250,000 – 90 Calendar Day Duration  
\_\_\_\_\_ Percent\_\_\_\_%
- b. Percentage Markup – Projects \$250,000 - \$500,000 – 130 Calendar Day Duration  
\_\_\_\_\_ Percent\_\_\_\_%
- c. Percentage Markup – Projects \$500,000 - \$750,000 – 180 Calendar Day Duration  
\_\_\_\_\_ Percent\_\_\_\_%
- d. Percentage Markup – Projects \$750,000 - \$1,000,000 – 230 Calendar Day Duration  
\_\_\_\_\_ Percent\_\_\_\_%
- e. Percentage Markup – Projects \$1,000,000 - \$2,000,000 - 300 Calendar Day Duration      Percent\_\_\_\_%
- f. Percentage Markup – Projects \$2,000,000 - \$3,000,000 – 365 Calendar Day Duration      Percent\_\_\_\_%
- g. Daily Unit Price for Services Provided Under this Contract (for more or less)  
\_\_\_\_\_ Per Day \$\_\_\_\_\_
- h. Daily Rate for Onsite Supervision (to be used per work authorization as approved by the Owner)  
\_\_\_\_\_ Per Day \$\_\_\_\_\_
- i. Hourly Rate for Project Manager Performing Pre-Construction Services  
\_\_\_\_\_ Per Hour \$\_\_\_\_\_ Per Hour
- j. Hourly Rate for Estimator Performing Pre-Construction Services  
\_\_\_\_\_ Per Hour \$\_\_\_\_\_ Per Hour

4. PROJECT COMPLETION

- a. Contract Period – The Contract Period shall begin on the day the Contractor receives the unsigned Contract. The term of this Contract is Three Hundred Sixty-Five Calendar Days (365) calendar days from receipt of the Contract. Fifteen (15) calendar days have been allocated in the construction schedule for the Owner to receive the aforementioned documents from Bidder. Bidder agrees to complete each individual Work Authorization in accordance with the terms included therein.
- b. Commencement – The Contractor agrees to commence work on each individual Work Authorization or Early Release Authorization after receipt of the executed Work Authorization from the Owner. The executed Work Authorization will be issued after the Owner receives properly prepared and executed GMP or Early Release Order as described herein. Issuance of the executed Work Authorization by the Owner shall serve as the Notice to Proceed

as defined in the General Conditions of the Contract for Construction.

- c. Liquidated Damages – Liquidated damages, if applicable, shall be included in the applicable Work Authorization.
- d. Special Scheduling Requirements: This Contract shall have an initial duration of one (1) calendar year. Four (4) additional extensions may be issued at the Owner's discretion. The Contractor agrees that they will maintain services under this Contracts for the duration of the term(s) extended by the Owner.

5. MBE/WBE/SDVE PARTICIPATION GOALS

- a. The following MBE/WBE/SDVE Participation Goals shall apply to every Work Authorization issued under this Contract anticipated to be more than \$100,000: **10% MBE, 10% WBE, and 3% SDVE**. Further, the Contractor shall give a three percent (3%) preference to SDVE subcontractors submitting a bid on all Work Authorizations under this Contract in accordance with the Information for Bidders.
- b. The Bidder agrees to ensure that its subcontractors meet the Good Faith Effort requirements described in the Information for Bidders included within these specifications on every Work Authorization estimated to be over \$100,000 in value.

6. BIDDER'S ACKNOWLEDGMENTS

- a. The Bidder declares that the Bidder has examined Contract Documents; that Bidder has carefully prepared the bid upon the basis thereof; that the Bidder has carefully examined and checked bid, materials, equipment and labor required thereunder, cost thereof, and the Bidder's figures therefore. The Bidder hereby states that amount, or amounts, set forth in the is, or are, correct and that no mistake or error has occurred in the bid or in Bidder's computations upon which this bid is based. The Bidder agrees that the Bidder will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.
- b. The Bidder agrees that its bid shall not be withdrawn for a period of ninety (90) days after scheduled closing time for receipt of bids.
- c. The Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in bidding.
- d. Accompanying this bid is a bid bond in the amount of Fifty Thousand Dollars (\$50,000).
- e. Accompanying this bid is a complete breakdown of all costs (cost component and amount) comprising the percentage mark-up for each Work Authorization amount category.
- f. It is understood and agreed that bid security of the two (2) lowest, responsive, responsible Bidders will be retained until the Contract has been executed. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract 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. BIDDERS CERTIFICATE

Bidder hereby certifies:

- a. The Bidder's 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. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. The Bidder has not solicited or induced any person, firm or corporation to refrain from bidding.

- d. The Bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over Owner.
- e. The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in violation of applicable law 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."

SIGNATURE PAGE FOLLOWS

DRAFT

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 the 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.)

**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: \_\_\_\_\_

## AFFIDAVIT FOR AFFIRMATIVE ACTION

State of Missouri                    )  
                                                  )  
County of                                )                   ss.

\_\_\_\_\_ first being duly sworn on his/her oath  
states: that he/she is the (sole proprietor, partner, or officer) of \_\_\_\_\_  
\_\_\_\_\_ a (sole proprietorship, partnership, corporation), and as such (sole proprietor, partner, or officer) is  
duly authorized to make this affidavit on behalf of said (sole proprietorship, partnership, corporation); that under the contract  
known as " \_\_\_\_\_"  
Project No. \_\_\_\_\_ less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative  
Action requirements as set forth in the "Nondiscrimination in Employment Equal Opportunity," Supplemental Special  
Conditions, and Article 13 in the General Conditions do not apply.

\_\_\_\_\_  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires \_\_\_\_\_, 19\_\_\_\_.

UNIVERSITY OF MISSOURI  
INFORMATION FOR PROPOSERS

|     |                                             |       |
|-----|---------------------------------------------|-------|
| 1.  | Contract Documents                          | IFP/1 |
| 2.  | Proposer's Obligation                       | IFP/2 |
| 3.  | Interpretation of Documents                 | IFP/2 |
| 4.  | Proposals                                   | IFP/2 |
| 5.  | Modification and Withdrawal of Proposals    | IFP/3 |
| 6.  | Signing of Proposals                        | IFP/3 |
| 7.  | Proposal Security                           | IFP/3 |
| 8.  | Award of Contract                           | IFP/4 |
| 9.  | Execution of Contract                       | IFP/4 |
| 10. | Contract Security                           | IFP/5 |
| 11. | Number of Contract Documents                | IFP/5 |
| 12. | Missouri Products and Missouri Firms        | IFP/5 |
| 13. | Supplier Diversity                          | IFP/6 |
| 14. | Supplier Diversity Percent Goal Computation | IFP/6 |
| 15. | Additional Proposal Information             | IFP/8 |

**1. CONTRACT DOCUMENTS**

- 1.1 Specifications and other related contract information may be obtained at <http://www.cf.missouri.edu/pdc/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 should be directed to the office of Planning, Design and Construction at (573)882-0455.

**2. PROPOSER'S OBLIGATIONS**

- 2.1 Before submitting proposals, each proposer shall carefully examine Request for Proposals and related contract documents, visit site of work and fully inform himself as to all existing conditions, facilities, restrictions and other matters which can affect the work or the cost thereof.
- 2.2 Each proposer shall include in his proposal the cost of all work and materials required to complete the contract in a first-class manner as hereinafter specified.
- 2.3 Failure or omission of any proposer to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with existing conditions, shall in no way relieve him from any obligation with respect to his proposal or contract, and no extra compensation will be allowed by reason of anything or matter concerning which proposer should have fully informed himself prior to proposing.
- 2.4 Submission of proposals shall be deemed acceptance of the above obligations and each and every obligation required to be performed by all of the contract documents in the event the proposal is accepted.

### **3. INTERPRETATION OF DOCUMENTS**

- 3.1 If any prospective proposer is in doubt as to the true meaning of any part of the Request for Proposal or contract documents, he shall submit a written request to the Owner for an interpretation.
- 3.2 Requests for such interpretations shall be delivered to the Owner at least one (1) week prior to time for receipt of proposal.
- 3.3 Proposals shall be based only on interpretations issued in the form of addenda mailed to each person who is on the Owner's record as having received a set of the contract documents.

### **4. PROPOSALS**

- 4.1 If a proposal is organized in such a fashion which makes evaluation very difficult, overly time-consuming or in the Owner's opinion "unreasonable", the Proposer may be considered non-responsive.
- 4.2 All prices must be guaranteed for a minimum of one hundred twenty (120) days from the date for proposal submission deadline.
- 4.3 Proposals shall be presented in sealed envelopes as indicated in the Proposal Instructions contained herein and delivered to the building and room number specified in the Advertisement for Proposals. Proposers shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was mailed in time to be received before scheduled closing time for receipt of proposals, nor shall it be sufficient to show that a proposal was somewhere in a university facility.
- 4.4 The proposer's price shall include all federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work. City and State taxes shall not be included as defined within paragraph 3.16 of the General Conditions.
- 4.5 No proposer shall stipulate in his proposal any conditions not contained in the proposal form.
- 4.6 The Owner reserves the right to waive informalities in proposals and to reject any or all proposals.
- 4.7 Upon submission, all proposal material becomes the property of the University.

### **5. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 5.1 The proposer may withdraw his proposal at any time prior to scheduled closing time for receipt of proposals, but no proposer may withdraw his proposal for the period of time specified in the Request for Proposal after scheduled closing time for receipt of proposals.

- 5.2 Only telegrams, letters and other written requests for modifications or correction of previously submitted proposals, which are addressed in the same manner as proposals, and are received by Owner prior to scheduled closing time for receipt of proposals, will be accepted and proposals corrected in accordance with such written requests with following provision:

(1) Provided that any such written request is contained in a sealed envelope which is plainly marked "Modification of Proposal on (name of project on cover sheet).

## **6. SIGNING OF PROPOSALS**

- 6.1 Proposals which are signed for a partnership shall be manually signed in the firm name by at least one partner or in the firm name by Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to proposal, a Power of Attorney evidencing authority to sign the proposal, dated the same date as the proposal and executed by all partners of the firm.
- 6.2 Proposals, which are signed for a corporation, shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name. Title of office held by the person signing for the corporation shall appear below the signature of the officer.
- 6.3 Proposals which are signed by an individual doing business under a firm name, shall be manually signed in the name of the individual doing business under the proper firm name and style.
- 6.4 Proposals which are signed under joint venture shall be manually signed by officers of the firms having authority to sign for his firm.

## **7. PROPOSAL SECURITY**

- 7.1 Each proposal shall be accompanied by a bid bond, certified check, cashier's check or irrevocable letter of credit, acceptable to and payable without condition to The Curators of the University of Missouri, in the amount of \$50,000.
- 7.2 Proposal security is required as a guarantee that proposer will enter into a written contract within the time and in form as specified in these specifications: and if successful proposer fails to do so, the proposal security will be realized upon or retained by the Owner.
- 7.3 If a bid bond is given as proposal security, the amount of the bid bond must be stated as an amount equal to \$50,000. The bid bond shall be executed by both the proposer and a duly qualified surety company qualified to do business in the State of Missouri.
- 7.4 It is specifically understood that the proposal security is a guarantee and shall not be considered as liquidated damages for failure of proposer to execute and deliver

his contract and performance bond, nor limit or fix proposer's liability to Owner for any damages sustained because of failure to execute and deliver the required contract and performance bond.

- 7.5 Proposal security of the two (2) lowest and responsive proposers will be retained by the Owner until a contract has been executed and an acceptable bond has been furnished, as required hereby, when such proposal security will be returned. Surety bid bonds of all other proposers will be destroyed and all other alternative forms of bid bonds will be returned to them within then (10) days after Owner has determined the two (2) lowest and responsive proposals.

## **8. AWARD OF CONTRACT**

- 8.1 The Owner reserves the right to let other contracts in connection with the work, including, but not by way of limitation, contracts for furnishing and installation of furniture, equipment, machines, appliances, and other apparatus.
- 8.2 In awarding the contract, the Owner may take into consideration the proposer's ability to handle promptly the additional work, skill, facilities, capacity, experience, ability, responsibility, previous work and financial standing of proposer; quality, efficiency and construction of equipment proposed to be furnished; period of time within which equipment is proposed to be furnished and delivered; and necessity of prompt and efficient completion of work herein described. Inability of any proposer to meet the requirements mentioned above may be cause for rejection of his proposal.

## **9. EXECUTION OF CONTRACT**

- 9.1 The Contractor shall submit within ten(10) days from receipt of notice the following documents.
1. Contract
  2. Insurance Certificates
- 9.2 No Proposal will be considered binding upon the Owner until the fully executed contract and required documents have been furnished. Failure of Contractor to execute and submit these documents within the time period specified will be treated, at the option of the Owner, as a breach of the Proposers Guarantee Obligation under Article 7 and the Owner shall be under no further obligation to Proposer.

## **10. CONTRACT SECURITY**

- 10.1 The Contractor shall procure and furnish a Performance bond and a Payment bond in the form prepared by Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the Work Authorization, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee Contractor's faithful performance of this Contract, including but not limited to 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.

- 10.2 The bonds required hereunder shall be meet all requirements of Article 11 of the General Conditions for Construction Contract included in the contract documents.
- 10.3 If the surety of any bond furnished by 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, Contractor shall within ten(10) days substitute another bond and surety, both of which must be acceptable to Owner. If Contractor fails to make such substitution, Owner may procure such required bonds on behalf of Contractor at Contractor's expense.
- 10.4 If any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the performance bond, the contractor shall, within five (5) days after notice from the Owner, substitute an acceptable bond signed by such other surety or sureties as may be satisfactory to Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be due nor made until the new acceptable bond is furnished to the Owner.

## **11. NUMBER OF CONTRACT DOCUMENTS**

- 11.1 The Owner will furnish the Contractor a copy of the executed contract and performance and payment bond.
- 11.2 The Owner will furnish the Contractor an electronic of copy of specifications, drawings, and supplemental drawings for each job order.

## **12. MISSOURI PRODUCTS AND MISSOURI FIRMS**

- 12.1 The Curators of the University of Missouri has 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 proposer submitting a proposal agrees to comply with, and be bound by the foregoing policy.

### **13. SUPPLIER DIVERSITY**

- 13.1 The contractor will be required to adhere to the supplier diversity requirements included in the Supplemental Information for Proposers.

### **14. SUPPLIER DIVERSITY PERCENT GOAL COMPUTATION**

- 14.1 The total dollar value of the work awarded to the Supplier Diversity Firms by the successful proposer will be counted towards the applicable percentage of the entire contract.
- 14.2 The proposer may count toward the Supplier Diversity only work awarded to Supplier Diversity Firms that perform a commercially useful function. A Supplier Diversity Firm shall be considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved.
- 14.3 The proposer may count toward its Supplier Diversity goal expenditures for materials and supplies obtained from diverse suppliers and manufacturers, provided the diverse firm assumes the actual and contractual responsibility for the provision of the materials and supplies.
- 14.4 The proposer may count its entire expenditure to a diverse manufacturer. A Manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.
- 14.5 The proposer may count twenty percent (25%) of its entire expenditures to diverse firms that do not meet the definition of a subcontractor, a manufacturer, nor a supplier. Such diverse firms may arrange for, expedite, or procure portions of the work but not actively engaged in the business of performing, manufacturing, or supplying that work.
- 14.6 The proposer may count toward the Supplier Diversity goal that portion of the total dollar value of the work awarded to a certified joint venture equal to the percentage of the ownership and control of the diverse partner in the joint venture.
- 14.7 If the proposer intends to enter into a joint venture with a Supplier Diversity Firm, the joint venture proposers shall submit a "Supplier Diversity Compliance Evaluation Form for Joint Ventures" with their proposal.
- 14.8 Diverse firms are defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents, and as those businesses certified as disadvantaged by an approved agency. The Proposer is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed in the proposal form document "Supplier Diversity Certifying Agencies". Any firm listed as disadvantaged by any of the identified agencies will be classified as a diverse firm by the Owner.

- 14.9 Proposers are urged to encourage their prospective diverse contractors, subcontractors, joint venture participants, team partners, and suppliers who are not currently certified to obtain certification from one of the approved agencies.

**15. ADDITIONAL PROPOSAL INFORMATION**

- 15.1 The Contracting Officer reserves the right to request additional information regarding Supplier Diversity participation and supporting documentation from the Proposer. The Proposer shall respond in writing to the Contracting Officer within 24-hours (1 work day) of a request.

**END OF SECTION**

DRAFT

**AFFIDAVIT OF MBE/WBE/SDVE PARTICIPATION**

The apparent low Bidder shall complete and submit this form within 48 hours of bid opening for each Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service-Disabled Veteran Business Enterprise (SDVE) that will participate in the performance of the contract.

1. Name of MBE/WBE/SDVE Firm: \_\_\_\_\_
- Contact Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Phone No.: \_\_\_\_\_
- Status (check one)      ☐ MBE      ☐ WBE      ☐ SDVE

2. Is the proposed MBE/WBE/SDVE firm certified by the State of Missouri, Office of Administration  
Yes ☐ No ☐

Certification Number: \_\_\_\_\_

3. MBE/WBE/SDVE firm scope work and dollar amount of participation (List Base Bid and Alternate work separately):

|              | Scope of Work | Bid/Contract Amount | Final Dollar Amount<br>(Complete at Project Closeout) |
|--------------|---------------|---------------------|-------------------------------------------------------|
| Base Bid     |               |                     |                                                       |
| Alternate #1 |               |                     |                                                       |
| Alternate #2 |               |                     |                                                       |
| Alternate #3 |               |                     |                                                       |
| Alternate #4 |               |                     |                                                       |
| Alternate #5 |               |                     |                                                       |
| Alternate #6 |               |                     |                                                       |

Signature Page Follows

The undersigned certifies that the information contained herein (i.e. Scope of Work and Bid/Contract Amount) is true and correct to the best of their knowledge, information and belief.

|                           |                          |
|---------------------------|--------------------------|
| General Contractor: _____ | MBE/WBE/SDVE Firm: _____ |
| Signature: _____          | Signature: _____         |
| Name: _____               | Name: _____              |
| Title: _____              | Title: _____             |
| Date: _____               | Date: _____              |

**Sign at Project Close Out**

The undersigned certified that the information contained herein (i.e. Scope of Work and Final Dollar Amount) is true and correct to the best of their knowledge, information and belief. If the Final Dollar Amount is different than the Bid/Contract Amount, then attach a written justification for the difference.

|                           |                          |
|---------------------------|--------------------------|
| General Contractor: _____ | MBE/WBE/SDVE Firm: _____ |
| Signature: _____          | Signature: _____         |
| Name: _____               | Name: _____              |
| Title: _____              | Title: _____             |
| Date: _____               | Date: _____              |

## **SUPPLEMENTAL INFORMATION FOR BIDDERS AND MASTER CONSTRUCTION AGREEMENT TERMS**

**1. Definitions:** Unless otherwise specified, the following terms shall have the meanings set forth below.

- 1.1. Master Construction Agreement: A contract between the Owner and the Contractor under which individual Work Authorizations for various construction Work are issued by the Owner on an as-needed basis. The Master Construction Agreement shall consist of this document, the Request for Bid, Contractor's Bid, the Information for Bidders, the General Conditions, and all other documents in the Project Manual. The Master Construction Agreement documents may be referred to herein as the "Contract" or the "Contract Documents".
- 1.2. Contractor: the general contractor that is awarded the Master Construction Agreement with the Owner.
- 1.3. Percent Mark-up/Coefficient: The values bid by the Contractor for each Work Authorization value category to be applied to the Cost of Work on a per Work Authorization basis.
- 1.4. Percentage Mark-up Fee: The Contractor's markup applied to the Cost of Work as compensation to the Contractor for all overhead and profit on each Work Authorization and as described herein.
- 1.5. Cost of Work: Cost the sum of the value of subcontractor bids to be awarded per Work Authorization; 2) self-performed work if bid successfully by the Contractor per Work Authorization; 3) the allowance for performance of site services; 4) onsite superintendent costs if applicable; and 5) other allowance(s) approved in advance by the Owner.
- 1.6. Work Authorization: Document describing the Work to be performed, and the costs and terms included for the performance of individual projects. Work authorizations executed by both parties serve as the formal agreement on each Work Authorization. Each Work Authorization is considered a stand-alone project.
- 1.7. Early Work Authorization: Document describing the Work to be performed, and the costs and terms included for the performance of limited Work authorized by the Owner prior to the execution of the Work Authorization. Early Work Authorizations will be executed by the Owner and Contractor prior to commencement of the Early Work Authorization Work.
- 1.8. Work Authorization for Pre-Construction Services: Document describing the Pre-Construction Services to be performed by the Contractor on a per Work Authorization basis, and the costs therefore. Work Authorizations for Pre-Construction Services will be executed by the Owner and Contractor prior to commencement of Pre-Construction Services.
- 1.9. Guaranteed Maximum Price: The Cost of Work plus the Contractors percentage markup fee.
- 1.10. Site Services: Onsite construction services described herein that are completed on a time and material basis using rates bid by the Contractor and accepted by the Owner on a per Work Authorization basis.

### **2. General Description of the Master Construction Process:**

- 2.1. The University of Missouri is seeking a general contractor to perform traditional general

contracting services, management, and supervision on multiple projects, on an as needed basis (“Master Construction Services”) for one (1) year with the option of four (4) annual renewals, not to exceed a total of five (5) years.

- 2.2. All projects shall be performed under a single Master Construction Agreement between the Owner and the Contractor. The Owner will issue a Work Authorizations for each project, which will be executed by both parties. The Work Authorization and the Master Construction Agreement, together, will serve as the formal agreement governing the work for that project. The terms “project” and “Work Authorization” may be used interchangeably to refer to specific work performed under the Contract at the Owner’s request.
- 2.3. The Owner makes no representation of the anticipated number of projects to be completed under the Master Construction Agreement during the term, the dollar value of individual projects, or the total dollar value. Use of the Master Construction Agreement is solely at the discretion of the Owner and there is no guarantee of a minimum volume of work. No individual project performed under the Master Construction Agreement will be less than \$75,000. No individual project performed under the Master Construction Agreement will exceed \$3,000,000. The \$3,000,000 limit shall include the Contractor’s percentage mark-up. There is no aggregate limit over the five-year term.
- 2.4. The Contractor shall have a permanent office located within a one-hour drive to the campus from which to administer the Contract. This location shall be subject to the Owner’s approval.
- 2.5. Development of plans and specifications and other documents required to define the work for each project will be performed by others.
- 2.6. Multiple projects may be ongoing simultaneously. Pre-Construction services may be required under some Work Authorizations.

### **3. Annual Renewals:**

- 3.1. In the event the Owner declines to renew the Contract, the Owner shall notify the Contractor of that decision at least one (1) month prior to the expiration date of the Contract. The Contractor shall faithfully and diligently complete all Work Authorizations underway at the time, including any Work Authorizations and related requirements that extend beyond the Contract expiration date. All requirements of the Contract shall be in full force and effect until all such Work Authorizations are fully completed and finally accepted by the Owner, including applicable guarantee and warranty periods.
- 3.2. In the event the Contractor determines it is not in their best interests to accept a Contract renewal, the Contractor shall notify the Owner in writing not less than three (3) months prior to the expiration date of the Contract advising the Owner of their decision. This notification in no way relieves the Contractor of their obligations under the terms of the Contract but is only submitted to notify the Owner in sufficient time for the Owner to re-advertise the Contract. The decision by the Contractor to not renew will have no bearing on the Contractor’s status with the Owner related to other projects. If the Owner terminates the Contract either for cause or for convenience, the Owner may contract with the second low bidder at the rates originally bid, provided the second low bidder is willing to execute the Owner’s contract. Further, the Owner reserves the right to execute a contract with the second low bidder in the absence of any such termination. If the latter occurs, the Contractor (original low bidder) will be notified and will not be awarded any additional Work Authorizations.

4. **Bonds and Insurance:** At the time the Master Agreement is executed, the Contractor will provide insurance certificates for all policies specified in the General Conditions of the Contract for Construction which shall provide coverage for all Work Authorizations issued under the Master Construction Agreement, except for the Builder's Risk policy. The certificate for the Builder's Risk policy will be provided with the execution of each individual Work Authorization. Performance and Payment Bonds will not be required at the time the Master Construction Agreement is executed. Performance and Payment Bonds will be executed with each individual Work Authorization in the amount of the Work Authorization. The cost of all insurance and bonds shall be included in the Contractor's percentage mark-up coefficient bid in the four project size categories described herein.

5. **Services Provided:**

5.1. As used herein, the terms "percentage mark-up" and "coefficient" shall have the same meaning. The coefficients multiplied by the Cost of Work on a per Work Authorization basis shall be the sole compensation to the Contractor for all services that are necessary to complete each work authorization under the Contract. The percentage mark-ups shall include all the Contractor's costs for completing individual Work Authorizations issued under this Contract including but not limited to sub-bid packaging and solicitation, award and management of subcontracts, home office expenses, jobsite office expenses (except those included as site services), legal and accounting expenses, attendance at design meetings, compliance with building permits, project management, project manager, compliance with the Information for Bidders, MBE/WBE/SDVE requirements, Request for Qualifications response, General and Special Conditions, Special Conditions – Master Construction Agreement, overhead and profit, bonds and insurance and all other services traditionally considered the responsibility of a General Contractor completing a design-bid-build contract. Certain exceptions, defined herein as Site Services and enumerated below are not to be included in the percentage mark-ups. No "pass through" or brokering of the general contracting services is allowed. The Contractor shall not self-perform any Work other than site services defined herein without having submitted a successful bid on an applicable bid package scope.

5.2. Items to be excluded from the percentage markup coefficients are as follows:

- a. Pre-construction services as defined herein to be negotiated on project-by-project basis,
- b. Onsite superintendent the need and extent of need for a superintendent will be determined on a project-by-project basis and negotiated and included in the Contractor's GMP,
- c. Site services which are work scopes that may not apply to every Work Authorization or are difficult to quantify and will be funded through an allowance in the GMP,
- d. Subcontract values and the value of the Contractor's accepted bid (self-perform) for a work scope which was competitively bid by the Contractor, also included in the GMP

6. **Pre-Construction Services:**

6.1. The Owner may require the Contractor to provide estimating and other pre-construction services on a per project basis. When pre-construction services are required, the Owner will provide a scope of pre-construction services to be performed and request a fee proposal. In developing its fee for pre-construction services, the Contractor shall utilize the rates for Project Manager and Estimator included as a component of the Contractor's bid. The Contractor's

pre-construction fee proposal shall be on either a lump sum, or a time and material not-to-exceed basis as requested by the Owner. Upon approval of the Contractor's pre-construction fee proposal, a Work Authorization for Pre-Construction Services shall be executed. The pre-construction amount will not be subject to the Contractor's percentage mark-ups and mark-ups for overhead and profit specified in Article 7 of the General Conditions of the Contract for Construction, performance and payment bonds, and builder's risk insurance. Professional liability insurance is not required for pre-construction services.

- 6.2. The Contractor may attend design meetings during the design phase of a project anticipated to be completed under this Contract with the approval of the Owner. The purpose for the Contractor in attending such meetings is to ensure the Contractor has input in the establishment of access, staging areas, project schedule and phasing and similar considerations to facilitate the construction phase. For the purposes of this Contract, these efforts are voluntary and shall not be considered pre-construction services. Unless a change order for pre-construction services has been executed, attendance at these meetings and similar efforts will be non-compensable.

## **7. General Contractor Bid:**

- 7.1. The Contractor shall provide bids expressed as a percentage mark-up to be applied against the Cost of Work on a per Work Authorization basis in accordance with the Table 1. below. The first percentage mark-up bid will apply to work authorizations with a Cost of Work between \$75,000 and \$250,000 with up to a 90-day schedule. The second percentage mark-up bid will apply to Work Authorizations with a Cost of Work between \$250,000 and \$500,000 with up to a 130-day schedule. The third percentage markup bid will apply to Work Authorizations with a Cost of Work between \$500,000 and \$750,000 with up to a 180-day schedule. The fourth percentage markup bid will apply to Work Authorizations with up to a 230-day schedule and a Cost of Work between \$750,000, and \$1,000,000. The fifth percentage markup bid will apply to Work Authorizations with a cost of work between \$1,000,000 and \$2,000,000 with up to a 300-day schedule. The sixth percentage markup bid will apply to Work Authorizations with a cost of work between \$2,000,000 and \$3,000,000 with up to a 365-day schedule. Any proposed Work Authorization exceeding \$3,000,000 will not be executed. No additional expenses or add-ons will be considered, either as a component of the Contractor's percentage mark-up or within a GMP Work Authorization. The weighting to be applied to the percentages and rates bid is defined herein.
- 7.2. The percentage markup "fee" derived by multiplying the applicable percentage by the Cost of Work on each Work Authorization is based solely on the Cost of Work and will not be adjusted based on the duration of the construction schedule in any way except as specified herein.
- 7.3. Daily Unit Price: The Contractor shall bid a Daily Unit Price for services provided under this contract detailed in the Services Provided paragraph above. The daily unit price will be used to adjust the value of the Contractor's percentage markup value (amount derived from applying the percentage markup coefficient to the cost of work) in the event the Owner approves a schedule longer in duration than that represented in Table 1. - Percentage Markup Project Value and Construction Schedule Table. The Daily Unit Price shall only be applied to additional compensable schedule days as approved by the Owner. An increase in schedule over those durations illustrated in Table 1. will not automatically result in a corresponding daily increase in the markup to be paid to the Contractor. The actual number of compensable days will be determined and approved by the Owner based on the circumstances on a per project basis. In the event additional days are approved by the Owner at the completion of the

design phase which exceed the durations indicated in Table 1. and the Contractor finishes within the timeframes described in Table 1., the Owner reserves the right to deduct, in whole or in part, the daily unit price value of the additional days from the amount payable to the Contractor.

7.4. Daily Rate Onsite Supervision: The Contractor shall also bid a daily rate for onsite supervision (superintendent). This rate shall be applied on a per project basis in the event inclusion of an onsite superintendent is approved by the Owner. The daily rate will be multiplied by the number of days of supervision approved by the Owner to establish the supervision costs to be paid to the Contractor. Compensation for additional onsite supervision will not be allowed due to late completion. In the event a compensable time extension is issued via change order and additional onsite supervision is required, the Contractor markup value will be adjusted using the daily onsite supervision rate as applicable. In the event additional days are approved by the Owner at the completion of the design phase which exceed the durations indicated in Table 1. and the Contractor finishes within the timeframes described in Table 1., the Owner reserves the right to deduct, in whole or in part, the daily rate for supervision value of the additional days from the amount payable to the Contractor. The cost of onsite supervision is not to be included in the percentage markup coefficient but will be included in the GMP.

7.5. Pre-Construction Fee: The Contractor shall bid an hourly rate for the project manager and estimator. If a Pre-Construction Services fee proposal is requested by the Owner, those hourly rates shall be the basis used to establish the Contractor's Pre-Construction Services fee.

8. **Construction Schedules:** The Owner recognizes the incentive the Contractor has to complete each Work Authorization in an efficient and timely manner. In general, the Owner's intent is that all work authorizations will be completed within the applicable timeframes as indicated in Table 1. However, Table 1. is not intended as an absolute, meaning not every project costing between \$75,000 and \$250,000 will have a 90-calendar day schedule. The same is applicable to the other construction schedule categories in the table. The construction schedule will be established during the design phase based on work scope, lead times, Owner occupancy needs and other considerations that impact the pace of construction. The Contractor will provide input into the establishment of the construction schedule and will advise the Owner on issues impacting the schedule, but the Owner will have final approval. The approved construction schedule will be specified in the subcontractor bidding documents.

**Table 1. - Percentage Markup Project Value and Construction Schedule Table:**

| <b>Cost of Work</b>     | <b>Construction Schedule (from NTP)</b> |
|-------------------------|-----------------------------------------|
| \$75,000-\$250,000      | 90 calendar days                        |
| \$250,000-\$500,000     | 130 calendar days                       |
| \$500,000-\$750,000     | 180 calendar days                       |
| \$750,000-\$1,000,000   | 230 calendar days                       |
| \$1,000,000-\$2,000,000 | 300 calendar days                       |
| \$2,000,000-\$3,000,000 | 365 calendar days                       |

9. **Determining Successful Bidder:** The selection of the apparent low Contractor will be based on the lowest aggregate amount of the following rates and multipliers. The multipliers are solely for purpose of evaluating the bid components and are not representative of expected or implied amounts anticipated under this Contract. The Owner reserves the right to negotiate with the apparent low Contractor and any bid item.

a. The Contractor's percentage mark-up for Work Authorizations between \$75,000 and

\$250,000 multiplied by \$4,000,000 plus

- b. The Contractor's percentage mark-up for Work Authorizations between \$250,000 and \$500,000 multiplied by \$8,000,000 plus;
- c. The Contractor's percentage mark-up for Work Authorizations between \$500,000 and \$750,000 multiplied by \$7,000,000 plus;
- d. The Contractor's percentage mark-up for Work Authorizations between \$750,000 and \$1,000,000 multiplied by \$7,000,000 plus;
- e. The Contractor's percentage mark-up for Work Authorizations between \$1,000,000 and \$2,000,000 multiplied by \$10,000,000 plus;
- f. The Contractor's percentage mark-up for Work Authorizations between \$2,000,000 and \$3,000,000 multiplied by \$10,000,000 plus;
- g. The Contractor's Daily unit price for services provided under this Contract multiplied by 1000, plus;
- h. The Contractor's daily rate for onsite supervision multiplied by 4000, plus;
- i. The Contractor's hourly rate for project manager performing pre-construction services multiplied by 4000, plus;
- j. The Contractor's hourly rate for estimator performing pre-construction services multiplied by 4000

#### **10. Onsite Supervision:**

- 10.1. The Owner recognizes that a full-time, onsite superintendent will not be required on all work authorizations and will add unnecessary cost. As such, the need and costs associated with the inclusion of onsite supervision (superintendent) will be negotiated on a per project basis and said costs shall not be included in the percentage mark-up. During the design phase the Owner and Contractor will review the requirements of the project and determine the need for an onsite superintendent, whether full-time, part-time, task specific or none required.
- 10.2. Subject to Owner approval and based on the superintendent strategy accepted by the Owner, the Contractor may either (1) add a superintendent line item to the GMP using the daily rate to establish the total superintendent cost; or (2) add a superintendent allowance to the GMP from which to fund an onsite superintendent based on time spent.
- 10.3. Regardless of the level of onsite supervision (superintendent) approved by the Owner as described immediately above, the Contractor remains fully obligated to supervise and direct the Work and have a responsible party available at all times. In the absence of an onsite superintendent, the Contractor's project manager shall serve in this role. The project manager shall visit the site regularly as required and as requested by the Owner, but not less than daily, and shall assume all responsibilities normally delegated to the superintendent. In this event, the project manager's costs related to onsite visits and supervision shall be included in the percentage markup.

## **11. Site Services:**

- 11.1. The Owner acknowledges that certain project specific tasks will not be required on every project, are variable in nature and may best be performed directly by the Contractor. On a project-by-project basis the Owner and Contractor shall determine the applicable work scopes for inclusion as a Site Service and allowance amount(s) to cover Site Services costs. The allowance(s) for Site Services shall be included in the GMP and shall include an itemization of the work scopes to be completed under Site Services. The Contractor may use funds from this allowance to complete the Site Services scopes on a time and material basis based on the carpenter, laborer and operator or other applicable trade rates negotiated post-bid. Use of these Site Services funds requires the approval of the Owner. Daily timesheets are not required unless requested by the Owner's Representative. At the completion of the applicable Site Services task, or portion thereof, the Contractor shall submit an itemized invoice for the Owner's approval supported by material invoices as may be required by the Owner's Representative. Upon approval, the Contractor can bill the Owner against the applicable GMP allowance on the monthly pay application. The Contractor shall submit a summary of all approved allowance expenditures with each monthly payment application. The approved trades and rates shall be included in the GMP submission.
- 11.2. This process applies to all allowances within the GMP, whether performed by the Contractor's own forces or completed through a subcontractor. The Owner reserves the right to required daily time and material sheets if, in the opinion of the Owner, these documents are required due to the size or complexity of the Site Services task.
- 11.3. Work Scopes to be included as Site Services
- a. Install and maintain safety barriers
  - b. Traffic control
  - c. Dust control, sidewalk/roadway cleaning
  - d. Temporary toilets
  - e. Temporary signage
  - f. Snow removal
  - g. ICRA/ILSM (healthcare) – Managed as site service
  - h. Erection and maintenance of project fencing – Managed as site service
  - i. Weather protection – Managed as site service
  - j. General cleanup, dumpsters, dumpster pulls and dump fees

## **12. Services excluded from the percentage markup coefficients:**

- a. Pre-construction services as defined herein
- b. Onsite superintendent (the need and extent of need for a superintendent will be determined on a Work Authorization basis and included in the Contractor's GMP)
- c. Site services which are work scopes that may not apply to every Work Authorization or are difficult to quantify and will be funded through an allowance in the GMP
- d. Subcontractor bids and the value of the Contractor's accepted bid (self-perform) for a work scope which was competitively bid by the Contractor, also included in the GMP
- e. jobsite office trailer
- f. Cleanup, dumpsters, dumpster pulls, hauling and dump fees
- g. Temporary and permanent utilities (The Contractor shall be allowed to utilize Owner utilities necessary for the completion of the Work (electric, steam, chilled water, potable water, etc.) free of charge and the costs therefore are to be excluded from the percentage markups. Exceptions will be negotiated. The cost to connect and disconnect shall be a Cost of Work.)

- 13. Work Authorization Execution:** The Owner will issue a Work Authorization and performance and payment bonds for execution by the Contractor. The Construction Schedule commences with issuance of the unexecuted documents. The Contractor shall execute the formal Work Authorization, provide performance and payment bonds on the Owner's forms and applicable insurance documents within ten (10) calendar days of their receipt from the Owner, unless a shorter execution period has been requested. The Contractor shall not begin onsite Work until all required documents are received by the Owner and the Owner issues a fully executed Work Authorization to the Contractor. The fully executed Work Authorization will be issued within five (5) working days of receipt by the Owner of the properly executed documents from the Contractor. The fully executed Work Authorization shall serve as the Notice to Proceed for the Contractor to commence with onsite work.
- 14. Expedited Delivery:** In the event a shorter time for execution of the Work Authorization is required, the Contractor and Owner shall agree on an appropriate timeframe and work together to minimize time to Notice to Proceed, including timeframes for subcontractor bidding, preparation and approval of the GMP, and execution of the Work Authorization.
- 15. Hourly Rate Adjustments:** The Owner acknowledges the hourly rates submitted for management, supervision and work trades may increase over the term of this Contract. The Contractor must notify the Owner promptly in the event of such an increase and provide written justification for the Owner's consideration. The Owner makes no guarantee that the rate adjustment will be approved but will give reasonable consideration to verifiable increases. Increases known at the time of bidding shall be included in the rates provided. In no case shall an hourly rate increase exceed five (5) percent annually. No adjustment will be allowed to the Contractor's percentage mark-up over the term of this Contract.
- 16. Subcontractor Bidding Process:** The Contractor will be responsible for developing bid packages and bid forms on a per Work Authorization basis for approval by the Owner. The Contractor shall publicly advertise for subcontractor bids via their in-house electronic medium and through the Owner's public advertisement web page for a minimum of ten (10) calendar days. The Contractor shall take further reasonable and appropriate measures necessary to ensure that no less than three bids are received for each bid package. The Contractor shall receive and evaluate all bids received in an "open book" process with the Owner. The bids may be received electronically at the Contractor's office. The Owner shall receive all subcontractor bids concurrently with their receipt by the Contractor. The content of all bids shall be kept confidential between the Contractor, the Owner and the Owner's Architect until after award of the Work Authorization. The Contractor shall review all bids received and ensure compliance with requirements. The Contractor shall submit letters of recommendation for award of subcontracts for the Owner's approval. The letter shall include copies of all bids received, itemize all bids received, any post bid adjustments in subcontractor bids, reason for adjustments, the recommended subcontractor and the reason for not awarding to low bidder if applicable. The Owner reserves the right to reject the Contractor's subcontractor recommendation in whole or in part. In that case the Owner and Contractor will negotiate a resolution.
- 17. MBE/WBE/SDVE Participation:**
- 17.1. The Contractor shall be required to make a good faith effort to locate and subcontract with MBE/WBE/SDVE firms and to promote the inclusion of MBE/WBE/SDVE sub-subcontractors in each Work Authorization issued under the Contract. MBE/WBE/SDVE Participation Goals apply on every Work Authorization issued under the Contract as follows:

For projects anticipated to exceed \$100,000 the goals shall be 10% MBE, 3% SDVE and 10% WBE, unless otherwise specified by in the Work Authorization (with approval of the UM System Executive Director of Facilities Planning and Development).

17.2. The Information for Bidders describes the process to be followed by the Contractor in making a good faith effort to seek MBE/WBE/SDVE participation.

17.3. In addition to the good faith effort described in the Information for Bidders, the Contractor, in conjunction with the Owner, shall schedule and conduct annual outreach meetings with MBE/WBE/SDVE firms and other subcontractors. These meetings shall be designed to educate subcontractors on the opportunities available through this contract, provide an opportunity for subcontractors to network and learn about the MBE/WBE/SDVE process. Those meetings shall be widely advertised through applicable organizations and media within the State of Missouri.

17.4. The 3% SDVE bonus preference applies to Subcontractor bids on every Work Authorization.

18. **Prevailing Wage:** The Contractor and all subcontractors shall pay not less than the specified hourly rate of wages, as set out in the wage order attached to and made part of the specifications for work under this contract, to all workers performing work under the contract, in accordance with sections 290.210 to 290.340, RSMo. The Contractor shall forfeit a penalty to the Owner of one hundred dollars per day (or portion of a day) for each worker that is paid less than the specified rates for any work done under the contract by the Contractor or by any subcontractor, in accordance with section 290.250, RSMo. State of Missouri Prevailing Wage Rates apply to every Work Authorization issued under the Contract. The applicable Annual Wage Order for the county where the work is located that is in affect at the time the Contractor advertises for subcontractor bids shall apply and shall be included in the bid documents.

19. **Guaranteed Maximum Price (GMP):** The Contractor shall submit an itemized Guaranteed Maximum Price (GMP) in the format provided herein within three (3) business days of receipt of the final subcontractor bids. The GMP shall include itemized subcontractor costs by scope, self-performed work if bid successfully by the Contractor, the allowance for performance of site services, other allowance(s) approved in advance by the Owner, the Contractor's mark-up percentage and all early release packages, if applicable. The Contractor shall not include any contingency in the GMP. The Owner has the right to reject the Contractor's GMP for any reason but specifically if it exceeds the Owner's funding availability, includes line-item costs not included in the Owner's GMP format, or includes markups or other costs deemed unreasonable by the Owner. The Contractor shall stay in communication with the Owner during preparation of the GMP informing the Owner of any irregularities and seeking resolution prior to submission of the GMP. Any clarifications to be included in the GMP supporting documents shall be agreed to by the Owner prior to submission of the GMP. The Owner will issue the unexecuted Work Authorization within seven (7) calendar days of acceptance of the Contractor's GMP. At final completion of the work and prior to final payment on each Work Authorization, the Contractor shall credit back to the Owner the remaining balances in all allowance line items, including site services and other residual funds itemized within the GMP and held by the Contractor. These credits shall be equal to the value of the remaining balance only and shall not include deducts for overhead and profit.

20. **Allowances:**

20.1. The Owner acknowledges that there may be circumstances, on a per Work Authorization basis, that warrant consideration of additional allowances to be included within the GMP and

managed on a time and material basis. In this event the Contractor, the Owner, and the Architect shall agree on the appropriate scope(s) and allowance amount(s) to be included in the GMP. Allowance funds not fully expended may be moved into other allowance categories with the Owner's approval. In the event an allowance amount included in the GMP is insufficient to cover the cost of the Work contemplated by the allowance, the Owner will consider providing additional funds to the extent required to complete the allowance Work. Such additional funding will only be considered when; (a) the Contractor has been properly authorized to expend the allowance funds included in the GMP; (b) the Contractor has managed the allowance work scope effectively; (c) the Contractor has provided the Owner with advance notice that allowance funds set aside in the GMP for a particular task may be insufficient based on conditions being encountered; (d) the Contractor provides documentation substantiating the need for additional allowance funds. Any allowance increase will be executed via change order. Change orders executed for MCA projects will have overhead and profit applied per Article 7 of the General Conditions. Rock removal, removal of unsuitable materials, asbestos abatement, and similar scopes shall not be allowances but shall be managed as a base bid quantity with unit prices for more or less unless a more suitable solution is identified.

20.2. Daily timesheets are not required unless requested by the Owner's Representative. At the completion of the applicable allowance task, or portion thereof, the Contractor shall submit an itemized invoice for the Owner's approval, supported by material invoices as may be required by the Owner's Representative. Upon approval, the Contractor can bill the Owner against the applicable GMP allowance on the monthly pay application. The Contractor shall submit a summary of all approved allowance expenditures with each monthly payment application. The approved trades and rates shall be included in the GMP submission.

20.3. This process applies to all allowances within the GMP, whether performed by the Contractor's own forces or completed through a subcontractor. The Owner reserves the right to require daily time and material sheets if, in the opinion of the Owner, these documents are required due to the size or complexity of the task. Allowance funds remaining at the conclusions of the Work shall be returned to the Owner.

**21. Early Release Authorizations:** As circumstances dictate, the Owner may authorize the Contractor to proceed with limited scope prior to the submission of the GMP and the issuance of the project work authorization. In this event, the Owner will issue one or more Early Release Authorizations (ERA's) in the format included herein to be executed by the Contractor and Owner. Typically, ERA's will be issued to procure long lead items or initiate limited scope construction activities necessary to meet schedule requirements. The Contractor shall submit documentation to the Owner substantiating the costs and value of the ERA. Requirements included herein including bidding, insurance, bonding and other costs and services required by the Contract and/or included in the Contractor's percentage mark-up fee shall apply and the Contractor shall include the applicable percentage mark-up fee in the ERA. ERA's will be shown below the percentage mark-up line in the GMP as shown on the GMP Master Construction Agreement GMP included herein. As such, at the time of GMP execution, the Cost of Work value of the ERA(s) will not be subject to the percentage markup. The Contractor shall enter a breakdown of costs for the ERA into the Owner's project management software and may bill as applicable. The Owner has sole authority in determining the need for an ERA.



**Master Construction Agreement**  
**Instructions for Preparation of Guaranteed Maximum Price and Supporting Documents**

The Contractor shall prepare and submit the GMP documents in accordance with the instructions enumerated below, in the format described below. The Owner will review the documents and either execute a Work Authorization or request additional information from the Contractor. The Contractor shall provide the Owner with a minimum of two (2) weeks to review the GMP documents and an additional seven (7) days for issuance of the unexecuted Work Authorization.

Additional review time may be required if the Owner has questions regarding the content of the GMP. If the Contractor has clarifications related to the GMP documents, they must be submitted for Owner consideration at least two (2) weeks prior to the formal submission of the GMP. If the clarifications are approved by the Owner, they will be included in the GMP documents under GMP Clarifications. No exceptions or exclusions to the contract documents will be considered. Failure of the Contractor to submit the documents in the proper form does not constitute an Owner delay.

FORMAT for Submission of GMP

Master Construction Agreement – Project Number \_\_\_\_\_

Work Authorization Project Number \_\_\_\_\_

Work Authorization Project Name \_\_\_\_\_

Date \_\_\_\_\_

Contractor \_\_\_\_\_

The Contractor shall present the GMP in the format below in digital form and two printed copies. The Contractor shall meet with the Owner to review the GMP in draft form prior to submission of the formal GMP.

Tab 1.

GMP Pricing Summary:

1. Itemized list of recommended or accepted subcontractor or self-perform bids by bid package/scope. Include base bid amount.
2. Accepted alternate amount(s).
3. Itemized list allowances included either in subcontractor bid packages or held by the Contractor as a GMP line item. Include allowance purpose, amount and holder. Include superintendent allowance if applicable. Show site services separately.
4. Site Services: Show site service allowance amount, scopes to be managed as site services and applicable craft and equipment hourly rates to be utilized.
5. Superintendent cost if applicable in the Owner approved amount.
6. Other line-item costs previously approved by the Owner for

- inclusion in the GMP (if applicable).
7. Total of above 1 through 6.
  8. Percentage fee markup percentage taken against value of 7 plus daily unit price adjustment for schedule duration.
  9. Total of 7 and 8.
  10. Previously executed Early Release Authorizations. Note: ERA's shall include applicable percentage fee markup.
  11. Total of 9 and 10 = GMP
  12. Include listing of unit prices including base bid quantities and unit price value.

Tab 2.

Subcontractor Supporting Documents:

1. Bid tabulation sheets for all work scopes.
2. Copies of all bids received.
3. Copies of all scope confirmation and reconciliation documents.
4. Subcontractor or self-perform recommendation letters.
5. Summary of all unit prices including base bid quantity and unit price value.

Tab 3.

MBE/WBE/SDVE Participation:

1. Summary of MBE/WBE/SDVE participation by each subcontractor, including values and percentages.
2. Applicable MBE/WBE/SDVE Compliance Evaluation Forms.
3. Applicable Affidavit of MBE/WBE/SDVE Participation Forms.
4. Copies of emails, phone logs, bid solicitations, and other subcontractor Good Faith Effort documentation. This includes the efforts subcontractors whose bids have been accepted.

Tab 4. Clarifications:

Note: Clarifications must be pre-approved by the Owner. Any clarifications submitted for the first time with the GMP will not be allowed.

**Early Release Authorization (ERA)  
Master Construction Agreement**

Master Construction Agreement – Project Number \_\_\_\_\_

ERA Number \_\_\_\_\_

ERA Name \_\_\_\_\_

Date \_\_\_\_\_

Contractor \_\_\_\_\_

The Owner accepts the Contractor's Early Release Price dated \_\_\_\_\_ for construction work described herein.

1. The Contractor shall perform all work on the campus of the University of Missouri – Columbia, as set forth in Contractor's Early Release Price in strict accordance with and as shown and defined in the specifications entitled: \_\_\_\_\_, **UNIVERSITY OF MISSOURI - COLUMBIA, COLUMBIA, MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI** dated \_\_\_\_\_, prepared by \_\_\_\_\_, said specifications and drawings are hereby made a part of this Early Release Authorization as fully as if attached hereto or set forth herein, said work and operations to be performed in strict accordance with the Contract Documents.

2. The Contractor shall commence Work under this Early Release Authorization on date is date the executed Early Release Authorization is received from Owner, and shall incorporate the Early Release Authorization Work into the overall Work Authorization to be executed upon receipt of the Owner approved Guaranteed Maximum Price. The executed Early Release Authorization will be issued within seven calendar days of the receipt by the Owner of the Contractor's properly executed Early Release Authorization, performance and payment bonds and insurance required specific to this Early Release Authorization.

3. The Contractor agrees that it is fully informed regarding all of the conditions affecting the work to be done under, and as to the labor, supervision, materials, equipment, transportation, tools, and plant to be furnished for the completion of this Work Authorization and also agrees that its information was secured by personal investigation and research and not from any estimates or representations of any officer, agent or employee of Owner.

4. For the complete performance of the Contractor's undertakings and promises under this Early Release Authorization, Owner shall cause to be paid to the Contractor the sum of \_\_\_\_\_ **(Words)**  
**(Numbers)** subject to any deductions as provided in the Contract Documents.

5. The Authorization price hereunder shall be payable as provided by law upon certification of the Owner that the same is due and payable under the terms of the Contract.

6. The Work Authorization Documents shall consist of the following parts:

- (a) This instrument.
- (b) Contractor's Performance and Payment Bonds
- (c) Master Construction Agreement between the Owner and Contractor dated \_\_\_\_\_ and enumerated above.
- (d) Specifications entitled: (Project Number), (Project Name) UNIVERSITY OF MISSOURI - COLUMBIA, COLUMBIA, MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI dated \_\_\_\_\_, and prepared by \_\_\_\_\_, including Terms and Conditions set forth in the Master Construction Agreement, Special Conditions, and project specifications and Addendum No. \_\_\_\_\_ issued thereto.
- (d) Drawings.
- (e) Contractor's Early Release Price dated \_\_\_\_\_.
- (f) Notice to Proceed.

This instrument, together with the documents hereinabove mentioned form the Early Release Authorization, and they are as fully a part of the Master Construction Agreement as if attached hereto or herein repeated. In the event that any provision in any of the component parts of this Work Authorization conflicts with any provision of any other component parts, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as indicated below.

**THE CURATORS OF THE  
UNIVERSITY OF MISSOURI**

**Contractor**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Work Authorization (WA)  
Master Construction Agreement**

WA Project Name: \_\_\_\_\_

WA Project #: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

The Owner accepts the Contractor's Guaranteed Maximum Price (GMP) dated \_\_\_\_\_  
for construction work described herein.

1. The Contractor shall perform all work on the campus of the University of Missouri – Columbia, as set forth in Contractor's Guaranteed Maximum Price (GMP) in strict accordance with and as shown and defined in the specifications entitled, \_\_\_\_\_  
\_\_\_\_\_ UNIVERSITY OF MISSOURI - COLUMBIA, COLUMBIA, MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI dated \_\_\_\_\_, prepared by \_\_\_\_\_, said specifications and Addendum No. \_\_\_\_\_ are hereby made a part of this Work Authorization as fully as if attached hereto or set forth herein, said work and operations to be performed in strict accordance with the Contract Documents.
2. The Construction Schedule shall commence on the date the Work Authorization is received from Owner. The Contractor shall complete the Work Authorization within \_\_\_\_\_ (Words) \_\_\_\_\_ (Numbers) calendar days of receipt of the Work Authorization.
3. The Contractor agrees that it is fully informed regarding all of the conditions affecting the work to be done under, and as to the labor, supervision, materials, equipment, transportation, tools, and plant to be furnished for the completion of this Work Authorization and also agrees that its information was secured by personal investigation and research and not from any estimates or representations of any officer, agent or employee of Owner.
4. For the complete performance of Contractor's undertakings and promises under this Work Authorization, the Owner shall cause to be paid to the Contractor the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) subject to any deductions as provided in the Contract Documents.
5. The Work Authorization price hereunder shall be payable as provided by law upon certification of the Owner that the same is due and payable under the terms of the Contract.
6. In event that Contractor shall fail to substantially complete the work as defined in this Work Authorization within time fixed for such completion set forth in Contract Documents, Contractor shall pay to Owner as liquidated damages for each calendar day of delay in completing work, sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars. In view of difficulty of accurately ascertaining loss that Owner will suffer by reason of delay in completion of work, said sum is hereby fixed and agreed as liquidated damages that Owner will suffer by reason of such delay and not as penalty.

7. The Work Authorization Documents shall consist of the following parts:
- a. This instrument.
  - b. Contractor's Performance and Payment bonds
  - c. Master Construction Agreement between the Owner and Contractor dated \_\_\_\_\_ and enumerated above.
  - d. Specifications entitled: (Project Number), (Project Name) UNIVERSITY OF MISSOURI - COLUMBIA, COLUMBIA, MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI dated \_\_\_\_\_, and prepared by \_\_\_\_\_, including Terms and Conditions set forth in the Master Construction Agreement, Special Conditions, and project specifications and Addendum No. \_\_\_\_\_ issued thereto.
  - e. Drawings.
  - f. Contractor's Guaranteed Maximum Price (GMP) dated \_\_\_\_\_.

This instrument, together with the documents hereinabove mentioned form the Work Authorization, and they are as fully a part of the Master Construction Agreement as if attached hereto or herein repeated. In the event that any provision in any of the component parts of this Work Authorization conflicts with any provision of any other component parts, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as indicated below.

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

Contractor Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Work Authorization for Pre-Construction Services (WAPS)  
Master Construction Agreement**

WAPS Project Name: \_\_\_\_\_

WAPS Project #: \_\_\_\_\_

Date: \_\_\_\_\_ Work Authorization #: \_\_\_\_\_

Contractor: \_\_\_\_\_

The Owner accepts the Contractor's Proposal for Pre-construction Services dated \_\_\_\_\_ for services described therein.

The Contractor shall perform all services as set forth in Contractor's Proposal for Pre-construction Services in strict accordance with and as shown and defined in the Contractor's proposal dated \_\_\_\_\_.

The Contractor shall all provide all deliverables requested by the Owner as part of the Pre-construction Services.

The Contractor shall commence services under this Work Authorization for Pre-construction Services on the date the executed Work Authorization for Pre-construction Services is received by the Contractor from Owner.

For the complete performance of Contractor's undertakings and promises under this Work Authorization for Pre-construction Services, Owner shall cause to be paid to the Contractor the sum of \_\_\_\_\_(Words)  
\$\_\_\_\_\_ (Numbers) subject to any deductions as provided in the Contract : on a time and material basis not-to-exceed \$\_\_\_\_\_.

The Authorization price hereunder shall be payable as provided by law upon certification of the Owner that the same is due and payable under the terms of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as indicated below.

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

Contractor Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 existing 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 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 not withstanding 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** 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, extent, and complexity of 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 14.3.

## SPECIAL CONDITIONS

### 1. SUBMITTALS

- a. As applicable for each Work Authorization, the Contractor shall submit for approval to the Owner, equipment lists and Shop Drawings, as expediently as possible. Each Work Authorization will contain an accompanying Shop Drawing and Submittal Log for required submittal information. 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 Contractor's 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

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.

1) The Contractor shall identify each submittal item with the following:

- (a) Project Title and Location
- (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

- d. The Contractor shall submit to the Owner one (1) electronic copy, in PDF form of all required Operating Instructions and Service Manuals for the Owner's sole use prior to substantial completion of individual work authorization. Hardcopy documents may be required on some work authorizations.

- e. The Owner will provide the contractor with a Closeout Log outlining documentation and related closeout requirements to the contractor. Failure to issue log does not relieve the contractors from submitting all required closeout documentation. The contractor shall submit to the Owner's Representative all items referenced in the Closeout Log for each Work Authorization, as applicable, 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.

## 2. NOTIFICATION

- a. Prior to 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.

## 3. USE OF PREMISES

- a. Access: Access to construction site shall be as indicated on Drawings and contained with each Work Authorization and as directed by the Owner's Representative.
- b. Parking Columbia location only:
  - (1) 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.
  - (2) 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.
  - (3) Free parking for contractor employees is available on a first come, first served basis in the contractor parking lot east of campus on Ashland Road. This lot is for use by contractor employees for parking their personal vehicles only and is not to be used for staging or storage.
  - (4) 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.
  - (5) 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.

- (6) 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 confine apparatus, materials, and operation of workers to locations established by the Owner's Representative. The Contractor shall make reasonable efforts to store all materials within project limits to the extent possible. Additional storage shall be subject to approval by the Owner's Representative and is 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. 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 smoking any tobacco products, including e-cigarettes.
  - f. Landfill: The contractor shall not use the Owner's landfill. Dumping or disposal of excavated or demolition materials on the Owner's property shall not be permitted. The Contractor shall remove and legally dispose of excavated or demolished materials off the Owner's property.
  - 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. For projects in hospital patient care areas, orientation on infection control and patient confidentiality requirements will be required.
  - i. 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 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 are prohibited from drain disposal. Any product, including contaminated water, being discarded into the storm water or sanitary sewer

systems require 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.

- j. All concrete waste material including washout water shall be totally contained and removed from the Owner's property.
- k. 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, book 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.

#### 4. 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 Owner 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 will be defined for each Work Authorization and will include one of the following.

Option 1: Fencing shall be constructed of 9 or 11-gauge chain link not less than six (6) feet in height and not more than 2-inch mesh with posts spaced not more than ten (10) feet apart and all corner and gate posts imbedded in concrete. All other posts shall be sufficiently secured in ground to maintain proper and adequate support of fence. Fenced in area shall have at least two (2) access gates and all gates shall be lockable.

Option 2: Fencing requirements, as directed by the Owner's Representative and where necessary to protect public and Owner's property shall be constructed of woven wire or plastic woven fencing not less than five (5) feet in height and supported by metal tee posts anchored securely in ground at not more than ten (10) foot intervals.

Option 3: Project worksite shall be kept continuously protected with, at minimum, a temporary portable fence constructed of woven wire or plastic woven fencing not less than five (5) feet in height and supported by metal tee posts spaced not more than ten (10) feet apart and imbedded in five (5) gallon buckets of concrete or an equivalent method of support. In lieu of five

gallon buckets of concrete, metal posts may be driven into ground or asphalt.  
Option4: Fencing will not be required as a part of the work.

- (1) Using existing landmarks, lamp posts, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner's Representative.
- (2) Use of ribbon, snow fence, chicken wire, rope, and wooden barricades as fencing is prohibited.
- (3) Fencing shall be maintained in an "as-installed" condition throughout the life of the project.
- (4) The Contractor may use used fencing provided it is in good condition and is satisfactory to the Owner's Representative.

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 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) Plants within work area designated for removal shall be removed by Contractor.
- (3) To prevent compaction of soil over tree roots, vehicles or equipment shall not at any time park or travel over, nor shall any materials be stored within drip line of trees designated to remain.
- (4) 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.
- (5) 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.

- (6) 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.
- (7) Pruning of limbs necessary to repair damage or provide clearance for work shall be done by the MU Landscape Services Department at the direction of the Owner's Representative. Limbs shall be cut off cleanly and cut surfaces treated according to established horticultural standards.
- (8) Contractor shall repair tire ruts and other damages to existing lawn areas. Repairs shall match surrounding area.

## 5. CODES AND STANDARDS

- a. The Contractor shall comply with applicable codes and standards as listed in General Conditions. In addition, the most current International Building Code applies to work performed under this contract. The contractor shall comply with all applicable state, city and county codes and standards in effect in the location the work is completed.

## 6. WARRANTIES

- a. All work shall be warranted for a period of one year from the date of substantial completion as defined in General Conditions article 3.1. Each Work Authorization may contain specific extended warranties and will be specifically defined in each Work Authorization.

## 7. MODIFICATIONS TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- 10.1 Reference document title: Modify title and any references contained within the documents from General Conditions of the Contract for Construction to General Conditions of the Contract for Master Construction Agreement Services.
- 10.2 Article 1.1.11: change the word "bid" to "proposal". Add item (14) "work authorizations".
- 10.3 Article 2.3.1 change "Architect's" in the second sentence to "Owner's consultant's"

- 10.4 Article 3.4.4 delete paragraph in its entirety and replace with the following: The Contractor shall be represented at the site by a competent superintendent from the beginning of the Work until final acceptance, unless otherwise permitted in writing by the Owner's Representative.

Note: The University acknowledges that requiring professional superintendents on small job orders is cost prohibitive and unnecessary. Our expectation is that there is a person of authority in charge of the work on all work authorizations. That person shall be the MCA Contractor employee and empowered to direct Subcontractors and represent the MCA Contractor in the execution of the work. On small work authorizations, this may be in the form of a working foreman invested with onsite decision-making authority. In these cases, the Owner understands these individual's roles will be to see work is conducted in an orderly fashion in accordance with requirements. Significant decisions effecting cost of materials changes to the work authorization requirements will be deferred to the Master Construction Agreement project management staff.

In all cases, the MCA Contractor shall provide supervision with decision making authority consistent with the complexity, cost and requirements of the respective work authorization.

- 10.5 Article 3.11.8.2.3 change "contract sum" to "work authorization proposal".
- 10.6 Article 3.15.1 change "50%" to "90%" and change "contract" to "work authorization."
- 10.7 A article 3.17.1 in the first sentence change "fifteen (15)" to "three (3)" and change "issuance of the Notice to Proceed" to "receipt of the work authorization".
- 10.8 All references to "Contract Sum" shall be changed to "work authorization price".
- 10.9 Articles 8 & 9 change references to "contract time" to "work authorization time".
- 10.10 Article 8.2.1 change "the Contract for Construction" in the second sentence to "in individual work authorizations".
- 10.11 Article 8.3.1 delete in its entirety and replace with the following: If liquidated damages are prescribed on the work authorization the owner may deduct from the lump sum price and retain as liquidated damages, and not as a penalty or forfeiture, the sum stipulated in the work authorization 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.
- 10.12 Article 9.1.7 delete in its entirety
- 10.13 Article 9.2.1 change "Contract for Construction" to "work authorization"

- 10.14 Article 9.3.1 change “fifteen (15) to “three (3) and change “Notice to Proceed” to “work authorization”.
- 10.15 Article 11.7.1 change references to “contract sum” to “work authorization sum”
- 10.16 Article 12.1.1 change “Architect’s” to Owner’s.
- 10.17 Article 13.5.1 change “amount” to “percentage” and “Bid” to “proposal”.
- 10.18 Article 13.5.2 add “The total percentage of work performed will be divided into the portions of work performed by diverse firms to determine the quarterly and cumulative percentage”.
- 10.19 Article 13.5.3 add “for two consecutive quarters” after “pledge” in the first sentence.
- 10.20 Article 13.5.4 delete the second sentence and insert new sentence as follows: “The Contracting Officer may take appropriate action, including but not limited to, declaring the contractor ineligible to receive work authorizations until the contractor has provided evidence of satisfactory good faith efforts and/or directing that the contractors actions be declared a material breach of the contract and that the contract be terminated.
- 10.21 Article 13.8.1.1 delete in its entirety and insert “most current International Building Code”.

## 8. BUILDING SYSTEM COMMISSIONING

- a. Contractor shall provide all personnel and equipment required to complete the commissioning activities referenced in the Commissioning Plan. The requirements of the commissioning plan shall be completed in their entirety before substantial completion and submitted as referenced in the Closeout Log.
- b. The contractor shall designate a competent person, separate from the superintendent or project manager, to act as the contractor’s commissioning coordinator. The commissioning coordinator is responsible for planning, scheduling, coordinating, conducting and verifying all commissioning activities required by the commissioning plan and ensuring all building systems are complete, operable and ready for use by the Owner. At a minimum, building ventilation systems, chilled/hot water generation systems, hydronic distribution systems, power distributions systems and fire detection and alarm systems, as applicable.

## 9. GENDER NEUTRAL SIGNAGE.

- a. All contractor installed signs including signs referenced in General Conditions articles 3.5.3 and 10.2.3 shall be gender neutral in wording.

## 10. HOT WORK PERMITTING AND GENERAL REQUIREMENTS

- a. Hot work Requirements: The contractor shall comply with the following hot work requirements and the requirements of the International Fire Code and 2014 NFPA 51B.
- b. Hot work shall be defined as any work involving burning, welding, grinding, cutting, or similar operations that are capable of initiating fires or explosions.
- c. The Contractor shall utilize the hot work permit decision tree and permit provided in the 2014 NFPA 51B for all Hot Work operations.
- d. A hot work permit shall be used on all hot work performed outside a designated hot work area. The hot work permit shall be posted and clearly visible within proximity of the hot work area. The hot work permit authorizing individual (PAI) shall be as designated by the Contractor.
- e. Notify the Owner's Representative 24 hours prior to starting hot work in buildings with operational fire alarm or fire suppression systems. The Owner's Representative will coordinate the appropriate system outage with Campus Maintenance personnel.
- f. Unless otherwise instructed by the Owner's Representative, the Contractor shall post a copy of each completed hot work permit to the Owner's project management file system the following business day.
- g. **[Optional section]** *Special hot work requirements: Use thermal imaging cameras after hot work operations- describe criteria in detail (for historically significant buildings of wood construction); designate additional fire watch monitoring beyond the NFPA 30-minute post hot work requirement (project has a greater potential for reflash or smoldering fire due to concealed combustible building elements, etc.).*

## 11. CONSTRUCTION WASTE MANAGEMENT

- a. The goal of Construction Waste Management is to divert construction waste from the sanitary landfill. This shall be accomplished through reuse, recycling and/or salvage of non-hazardous construction and demolition debris to the greatest extent practical. Track and report all efforts related to reuse, recycling and/or salvage of materials from the project (including clean fill material). Report all material types and weights, where material was diverted, type of diversion, documentation (e.g.: waste tickets) of this diversion, and applicable dates. In order to calculate the diversion percentage, total weights of all landfill material (non-hazardous) must also be reported.

This information shall be updated monthly with final submission prior to project substantial Completion. Copies of all applicable receipts, tickets and tracking logs shall be uploaded to the Owner's information sharing website or reported as required by the project manager. Tracking logs shall be reported in tabular form utilizing the MU Construction Waste Management Worksheet

[https://missouri.app.box.com/s/mpztnajq1vzy03fal9jw5zjm70t2gke9/file/73 329333721](https://missouri.app.box.com/s/mpztnajq1vzy03fal9jw5zjm70t2gke9/file/73329333721)

## 12. NUMBER OF CONSTRUCTION DOCUMENTS

- a. 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 referenced 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.

### 13. GENERAL REQUIREMENTS FOR CRANE AND HOISTING OPERATIONS

**[Include this section when steel erection, hoisting, or other crane operations will be necessary to complete the project]**

- a. All crane and hoisting operation shall be performed in compliance with OSHA 29 CFR 1926. All Operators, riggers, and signal persons must have the proper qualifications and training necessary to perform the intended hoisting activities for this project.
- b. Only fully certified and evaluated Operators shall perform equipment operations. Operators in an "Operator in Training" status shall not be used.
- c. Submittal Requirements:
  - 1. Submit copies of Operator certifications, licenses, and evaluations to the Owner's Representative.
  - 2. Submit Rigger and Signal Person qualifications to the Owner's Representative.
  - 3. Unless otherwise directed by the Owners Representative, submit a lift plan, and conduct a lift coordination meeting for hoisting or crane operations for any lift greater than 2,000 pounds, or for any multi pick lift. Include protective measures for existing underground utilities, occupied buildings, pedestrian and vehicle pathways, adjacent buildings, and overhead power lines. If the lift is to occur over an occupied building, provide a registered structural engineer's review and verification that the building can resist the impact of a dropped load for the intended lift. If evacuation of an occupied building is necessary to conduct the lift, the decision for building evacuation or scheduling the lift for off-hours will be determined by the Owner.

14. WARRANTY WALKTHROUGH

- a. Contractor shall attend a walk-thru with the Owner's Representative at 11 months after acceptance to review and document any warranty items to be addressed as part of the 12-month warranty stated in article 3.1 of the General Conditions.

**END OF SECTION**

DRAFT

## SECTION 1.E.1

### SCHEDULING SPECIFICATION

#### Option #1

#### 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 that the critical milestone and end dates spelled out in the contract are achieved.
- b. Related Documents  
Drawings and general provisions of the Contract, including General Conditions' Article 3.17 shall apply to this Section.
- c. Stakeholders  
A Stakeholder 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 subcontractors.
- d. Weather
  - (1) Contractor acknowledges that there will be days in which work cannot be completed due to the weather, and that a certain number of these lost days are to be expected under normal weather conditions in Missouri.
  - (2) 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 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.
  - (3) 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 |

## 2. SCHEDULING PROCESS

- a. The intent of this section is to insure 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

- (1) Schedule Development  
Contractor shall prepare the Project Schedule using Primavera SureTrack or P3, Microsoft Project, Oracle P6, or other standard industry scheduling software, approved by the Owner's Representative.

- (2) Schedule Development  
Within 2 weeks of the NTP, contractor shall prepare a schedule, preferably in CPM format, but in detailed bar chart format at a minimum, that reflects the contractor's and each subcontractor's plan for performing the contract work.

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.

- (3) Schedule Updates

- (a) Schedule Updates will be conducted once a month, at a minimum.  
Actual Start and Finish dates should be recorded regularly during the month. Percent Complete, or Remaining Duration shall be updated as of the data date, just prior to Contractor's submittal of the update data.
    - (b) Contractor will copy the previous months schedule and will input update information into the new monthly update version.

- (c) 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:
    - (i) Review out of sequence progress, making adjustments as necessary
    - (ii) Add any fragments necessary to describe changes or other impacts to the project schedule
    - (iii) Review the resultant critical and near critical paths to determine any impact of the occurrences encountered over the last month.
- (4) 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.

- (5) Progress Meetings
  - (a) 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.
  - (b) Submit progress schedules to subcontractors to permit coordinating their progress schedules to the general construction work. Include 4 week 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.
- k. 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.
- l. Total float is herein defined as the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- m. Weather: Adverse weather that is normal for the area must be taken into account in the Contractor's Project Schedule. See 1.d.3, above.
- n. Force Majeure Event: Any event that delays the project but is beyond the control and/or contractual responsibility of either party.
- o. Schedule shall include the following, in addition to Contractor's work.
  - (1) Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
    - (a) Requirements for phased completion and milestone dates.
    - (b) Work by separate contractors.
    - (c) Work by the Owner.
    - (d) Coordination with existing construction.
    - (e) Limitations of continued occupancies.
    - (f) Uninterruptible services.
    - (g) Partial occupancy prior to Substantial Completion.
- p. Area Separations: Use Activity Codes to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.

#### 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:
  - (1) 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.
  - (2) After the addition of the impact activity, 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.
    - (a) If the adjustments above result in the completion date being brought back within the contract time period, no adjustment will be made in the contract time.
    - (b) If the adjustments above still 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.
    - (c) 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 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 shall be considered compensable. The actual costs, if any, of the Contractor's time sensitive jobsite supervision and general conditions costs, shall be quantified and a change order issued for these costs.

**END SECTION**

CONSTRUCTION CONTRACT  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, (NAME OF CONTRACTOR IN ALL CAPS) (hereinafter called "Principal"), as Principal, and

a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact a surety business in the State of Missouri, (hereinafter called "Surety"), as Surety, are held and firmly bound unto THE CURATORS OF THE UNIVERSITY OF MISSOURI (hereinafter called "Obligee"), in the penal sum of (AMOUNT IN ALL CAPS) (\$ AMOUNT IN NUMBERS) lawful money of the United States, for the payment of which, well and truly to be made unto said Obligee, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that whereas the Principal has entered into a certain written Contract with the Obligee dated the ( ) day of (MONTH IN ALL CAPS), 2000, to perform all work on the campus of the University of Missouri - (Campus) as set forth in Principal's Base Bid PLUS (ANY ALTERNATES) in strict accordance with and as shown and defined in the specifications entitled "(TITLE OF PROJECT IN ALL CAPS), UNIVERSITY OF MISSOURI - (CAMPUS), (CITY), MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI", dated (DATE OF SPECIFICATIONS), 2000 and prepared by (Name of Architect) which Contract and (ANY ADDENDUMS) is by reference made a part hereof as fully as if attached hereto or set forth herein and hereinafter referred to as "the Contract".

NOW, THEREFORE, If the Principal shall faithfully perform and fulfill all the covenants, agreements, terms, conditions, requirements or undertakings of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the Surety and during the life of any guaranty required under the Contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, terms, conditions, requirements or undertakings, as specified in or by the terms of said Contract, and within the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that neither acceptance of the work nor any change, extension of time, alteration of, or addition to, the terms of the Contract, or of the method thereunder, to the Specifications and Contract Documents accompanying the same, shall in any wise affect its obligations on this Bond, and it does hereby consent to and waive notice to any such change, extension of time, alteration of, or addition to, the terms of the Contract, the method and amounts of payment thereunder, to the work, to the Specifications and Contract Documents.

IN TESTIMONY WHEREOF, the parties hereto have caused the execution hereof in three original counterparts, in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NAME OF CONTRACTOR IN ALL CAPS

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**CONSTRUCTION CONTRACT**  
**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, (NAME OF CONTRACTOR IN ALL CAPS) (hereinafter called "Principal"), as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact a surety business in the State of Missouri, (hereinafter called "Surety"), as Surety, are held and firmly bound unto THE CURATORS OF THE UNIVERSITY OF MISSOURI (hereinafter called "Obligee"), in the penal sum of (AMOUNT IN ALL CAPS) (\$ AMOUNT IN NUMBERS) lawful money of the United States, for the payment of which, well and truly to be made unto said Obligee, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that whereas the Principal has entered into a certain written Contract with the Obligee dated the ( ) day of (MONTH IN ALL CAPS), 20 , to perform all work on the campus of the University of Missouri - (Campus) as set forth in Principal's Base Bid PLUS (ANY ALTERNATES) in strict accordance with and as shown and defined in the specifications entitled "(TITLE OF PROJECT IN ALL CAPS), UNIVERSITY OF MISSOURI - (CAMPUS), (CITY), MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI", dated (DATE OF SPECIFICATIONS) 20 and prepared by (Name of Architect) which Contract and (ANY ADDENDUMS) is by reference made a part hereof as fully as if attached hereto or set forth herein and hereinafter referred to as "the Contract".

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

The said Surety, for value received, hereby stipulates and agrees that neither acceptance of the work nor any change, extension of time, alteration of, or addition to, the terms of the Contract, or of the method thereunder, to the Specifications and Contract Documents accompanying the same, shall in any wise affect its obligations on this Bond, and it does hereby consent to and waive notice to any such change, extension of time, alteration of, or addition to, the terms of the Contract, the method and amounts of payment thereunder, to the work, to the Specifications and Contract Documents.

IN TESTIMONY WHEREOF, the parties hereto have caused the execution hereof in three original counterparts, in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NAME OF CONTRACTOR IN ALL CAPS

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**1.I**  
**Health Care Construction Guideline (HCCG)**  
March 2025 Edition

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## 1. **Contractor Orientation**

It is **MU Health Care's** mission to conduct its operations in a manner to protect the health and safety of its employees, contractors and the environment. This letter is to notify you of our new site entry procedures. These procedures will be effective **March 1, 2025** and will be managed through Gatefeed ([www.gatefeed.com](http://www.gatefeed.com)). The requirements will be enforced starting **July 1, 2025**.

### **Site Entry Requirements**

#### **Annual Site-Specific Orientation (*Required by OSHA*)**

Contractor individuals will be required to take our online site-specific orientation training ***prior*** to coming to the facility. The training will be good for 1 year from the date of completion. The training is currently only available in English.

### **Contractor Access to Gatefeed**

All users will need to first create a user account. To do this, go to the link below, click the "Create an Account" button and follow the steps. <https://app.gatefeed.com/sessions/new>

#### ***Student permission level (All users needing to take training)***

- This is the default permission level upon creating a user account
- It is used for accessing assigned training only (***most users will remain at this level***)
- Student level users can also self-register for training

#### ***Admin permission level (Supervisory users needing to manage employee training)***

- This permission level is granted by request to Gatefeed
- It is used for managing training for multiple employees, accessing your own training and viewing compliance status of employees.
- Your company should have at least one Admin user but can have more than one
- To become an Admin send an email to [support@gatefeed.com](mailto:support@gatefeed.com) requesting your user account be "bumped up" to Admin permission level for your company. You will receive an email response when your permission level has changed. The email will have instructions for logging in and getting started. However, please feel free to call and get an over-the-phone tutorial on how to use the system.\*

**\*Please be logged in *prior* to calling and mention that this is for the MU Health Care facility.**

### **Gatefeed Costs:**

Since Gatefeed is a hosted service there is a fee for taking the training as follows:

#### ***Annual Training:***

*MU Health Care \$27/person*

All fees are paid through the Gatefeed website by credit card. For your security, Gatefeed does not store your credit card information.

### **Gatefeed Support:**

For any questions, please contact Gatefeed **directly** as follows:

Phone: 312-467-9884 option 1, Monday-Friday from 7:00am to 5:00pm CST

Email: [support@gatefeed.com](mailto:support@gatefeed.com)

## **2. Emergency Contact Information & Phone Numbers**

Contractor shall provide list of emergency contacts and phone numbers for individuals responsible for responding to emergency situations which may occur 24/7.

Contact list to be included as a topic of discussion during the Pre-Construction Meeting and included in the meeting minutes.

Emergency contact list must be posted inside project entry door(s) for the duration of project.

## **3. Contractor Identification Badge**

Contractor employees and subcontractor trade workers working on the project are required to wear a "Contractor Identification Badge" as outlined below.

### **Contractor ID Badge**

1. Contractor shall produce ID badges for all its employees and subcontractor trade workers conducting work on an MUHC job site. It is the responsibility of the Contractor to provide the computer and color printer for reproduction of badges required. Consult the Owner's Representative for the electronic file. (Contractor to validate employee with proof of ID).
2. Contractor to edit the information, print in color, cut out the badges, fold in the center and insert in Contractor provided badge holders.
3. Contractor shall keep a log of badged employees by trade/subcontractor at the jobsite for reference by the Owners Representative.
4. Contractor employees are to wear the badge on the upper chest facing forward unless approved otherwise for safety reasons.
5. Project Managers, superintendents, and subcontractor foreman shall attend "Healthcare Construction Training" and affix issued "T" sticker in the circle area on badge as shown. This will show evidence that the employee has completed training. All badges to be collected by the Contractor and disposed of at the end of the project.
6. Contractor shall be responsible for daily self-check-in by scanning the QR code included on the individual's badge, or included on publication at the project site.
7. See Project Manual Section 1.J MU Health Care Additional Policies & Procedures for "Example Contractor Badge".

## **4. General Requirements for Health Care Projects**

The Contractor is responsible for understanding, planning and implementing the following requirements in the management of the project.

1. On-site worker clothing must be clean and free of holes or fraying.
2. On-site workers shall be fitted with a Contractor furnished shirt containing company name and logo.
3. On-site worker shoes/boots must be free of dirt/debris before entering and leaving the construction area.
4. If track-out occurs in an occupied area of the healthcare facility, you must stop and clean immediately by using a HEPA filtered vacuum and/or a clean dampened floor mop with a MUHC approved cleaning solution. All cleaning solutions must be approved by the Owner.
5. Assure that all construction material, equipment and tools are cleaned and covered with a clean cloth while transporting through the healthcare facility.
6. Ensure that wheels on delivery and trash carts are clean before leaving the construction area.

7. Patients, visitors, and staff ALWAYS have priority and the “Right of Way” in the elevators and corridors.

## **5. Construction-Renovation-Maintenance Risk Assessment (CRMRA)**

The “Construction-Renovation-Maintenance Risk Assessment” (CRMRA) planning process establishes criteria and measures to protect patients, visitors and staff from construction activities that could lead to infections or impact life safety systems in the healthcare facility.

[Facility – Construction, Renovation, Maintenance Risk Assessment – Policy](#)

The Owner’s Representative is responsible to develop and coordinate with the Contractor to prepare and facilitate these CRMRA planning activities with MUHC Engineering Services, Infection Control Department. Impacted departments and others as required during the duration of the project. The CRMRA requires the contractor to participate in the development of this document, display it at the jobsite, and comply with the standards defined therein.

See Project Manual Section 1.J MU Health Care Additional Policies & Procedures for *“eMeditrack Assessment Checklist”*.

## **6. Construction/Renovation/Maintenance Infection Control Risk Mitigation Criteria**

The “Construction–Renovation-Maintenance Infection Control Risk Mitigation Criteria” (CRMICRMC) is a process to evaluate projects for required interventions during construction. The goals are to minimize Hospital Acquired Infections (HAI’s) and control dispersal of air/water-borne infectious agents concealed within the building components.

All construction activities shall be defined and managed in such a way that exposure to dust, moisture, and accompanying hazards are mitigated.

1. Any work done outside the main project limits will require a NEW Infection Control Risk Assessment. See Project Manual Section 1.J MU Health Care Additional Policies & Procedures for *“eMeditrack Assessment Checklist”*.
2. The Owner’s Representatives and Contractor will work together to coordinate the assessment and determine if MUHC permits (hot work, energized work, above ceiling, etc.) and associated requirements are needed.
3. The Owner’s Representative will ensure that all required infection control interventions and life safety measures required for the project are in place by the Contractor prior to starting work. (i.e., barrier walls, tacky mats, required exits, etc.)
4. The Contractor shall follow all requirements to support the “Construction – Renovation- Maintenance Infection Control Risk Mitigation Criteria”.
5. CRMIC Permit will provide requirements specific to the project.
6. See Project Manual Section 1.J MU Health Care Additional Policies & Procedures for “Infection Control Contractor Check List”, utilized as a tool to aid understanding of good infection control processes through various phases of construction.
7. On-site workers that violate the requirements of the “Construction – Renovation- Maintenance Infection Control Risk Mitigation Criteria/Permit” will be removed from the project.

## **7. Construction Barriers**

To protect patients, visitors, and staff from construction dust, fumes, and other exposures, an isolation barrier with or without negative air may be required to be established before construction activities may begin. Barriers are meant to strictly delineate the work area. When necessary, construction barriers will be called out by Infection Control in the Infection Control Risk Mitigation Criteria (ICRMC).

1. A copy of the ICRMC describing barrier requirements shall be visibly posted on the barrier of the work area for the duration of the project.
2. Required barriers may be constructed with metal studs and drywall as detailed on the Infection Control Plan of the documents or an approved manufactured system as listed in section 9 and could also include one or more of the following:
  - a. Existing wall assemblies;
  - b. Rooms with doors that separate from adjacent spaces;
  - c. Commercial rigid construction barrier assemblies;
  - d. Constructed stud and wall board walls;
  - e. Fire-resistant 6-mil polyethylene sheeting; or
  - f. Portable containment units / HEPA carts.
3. Contractors are responsible for:
  - a. Ensuring barriers are properly constructed and maintained for the duration of the project;
  - b. Keeping the exterior of the barrier clean and free of damage;
  - c. Securing entrances through the barrier to the work site (doors, zippers, etc.)
  - d. Posting and maintaining signage on the barriers to
    - i. Indicate "Construction Area, Authorized Personnel Only"; and
    - ii. directional for staff and patient traffic, when necessary.
  - e. Ensure that barrier entrances are kept closed and always secured.
4. Upon installation of barriers, before beginning work, the Contractor shall notify the Owner's Representative to coordinate an inspection. The Infection Control in the Infection Control Risk Mitigation Criteria (ICRMC) requires approval from Infection Control before beginning work.
5. Upon the completion of work, the Contractor shall notify the Owner's Representative to coordinate the removal of barriers. The Infection Control in the Infection Control Risk Mitigation Criteria (ICRMC) requires approval from Infection Control before removing barriers.

## **8. Ventilation and Negative Air Requirements**

Establishing negative air means that the area under construction is negative relative to surrounding areas; this pressure difference prevents dust, fumes, and airborne contaminants and pathogens from escaping the construction area. When necessary, negative air requirements will be called out by Infection Control in the Infection Control Risk Mitigation Criteria (ICRMC).

1. A copy of the ICRMC describing negative air requirements shall be visibly posted on the barrier of the work area for the duration of the project.
2. Negative air requirements may include one or more of the following:
  - a. HEPA-filtered negative air ventilation units

- i. Exhausted directly outside;
  - ii. Exhausted into an adjacent space or corridor;
  - iii. Recirculating (scrubbing) air within the work area; or
  - iv. Integrated into portable containment units / HEPA carts.
- 3. Negative air pressure may not:
  - a. Be achieved by using filtered HVAC air returns in any room, including isolation rooms; or
  - b. Be exhausted into the HVAC system unless it is a portion of the exhaust that leads directly outdoors.
- 4. Contractors are responsible for:
  - a. Sealing all HVAC supply and returns within the work area.
    - i. Maintaining these seals may require Engineering Services to close dampers or disconnect ducts serving the work area.
  - b. Regular maintenance of HEPA-filtered negative air ventilation units;
  - c. Regularly cleaning prefilters and filters;
  - d. Furnishing and installing a manometer on the outside of the barrier;
  - e. Ensuring that negative air pressure in the work area is at least -0.01 inches of water column (WC);
  - f. Daily documentation of the negative air pressure on the “Negative Air Pressure and Filter Change Log,” posted next to the manometer.
    - i. Logs will be collected by Infection Control at completion of the project.
    - ii. See Project Manual Section 1.J MU Health Care Additional Policies & Procedures for “Negative Air Pressure and Filter Change Log”.
- 5. If the installation of a barrier is also required, the negative air units should be turned on before barrier construction begins.
- 6. Once negative air units are in place, the Infection Control in the Infection Control Risk Mitigation Criteria (ICRMC) may require approval from Infection Control before beginning work.
- 7. Upon the completion of work, barriers should be removed before negative air units are removed; the Infection Control in the Infection Control Risk Mitigation Criteria (ICRMC) may require approval from Infection Control before the removal of negative air units.

## **9. ICRM Equipment and Product Information**

### **Approved Equipment and Product Information**

#### **RIGID BARRIER SYSTEMS**

- Lightweight modular wall system that meets or exceeds ICRA Class IV and ASTM E84 requirements with a minimum of 1 inch insulated wall panels.

#### **Approved Manufacturers:**

- STARC Systems

#### **Temporary Wall Systems (TWS)**

- Or approved equal.

#### NEGATIVE AIR HEPA FILTERED VENTILATION UNIT

- HEPA filter equipped negative air machines that provide rough in filters, primary filters and a HEPA final filter.
- Rating of 300 to 2000 cubic feet per minute, (CFM).
- HEPA filters must be a minimum 99.97% efficient @ 0.3 microns.
- Differential pressure alarm required if not installed in another fashion to monitor construction site negative air of – 0.01 water column. Or approved equal.
- MICRO Trap Corporation, Models MT 1000 or Model MT 2000. 1300 W. Steel Road, No. 2 Morrisville, PA 19067 (215) 295-8208 or (877) 646-8208.
- ABATEMENT Technologies, Inc. Model HEPA-AIRE PAS2400HC Portable Air Scrubber or Model PAS1200HC 605 Satellite Blvd. Suite 300 Suwanee, GA 30024 (800) 634-9091
- Or approved equal.

#### HEPA VACUUM

- Shop style vacuum with HEPA filter cartridge at 99.97% filtration @ 0.3 microns. Or approved equal.
- ABATEMENT Technologies Inc. Model V8000WD Canister Style Wet/Dry HEPA Vacuum. 605 Satellite Blvd. Suite 300 Suwanee, GA 30024 (800) 634-9091.
- ABATEMENT Technologies Inc. Model V1300H Hip Mounted HEPA Vacuum, designed for use on scaffolding and mobile conditions such as ceiling tile type cleaning. Lightweight at 6.4 lbs.
- 605 Satellite Blvd. Suite 300 Suwanee, GA 30024 (800) 634-9091.
- Or approved equal.

#### ADHESIVE WALK OFF MATS

- 24" x 36" Tacky Mat.
- Peel up dirty layer and dispose to reveal a new, fresh clean tacky mat.
- Tacky walk off mat No. 5838 24" x 36", 60 tacky mats to a unit. Four units per case.
- 3M Company, St. Paul, MN 55144 (888) 364-3577.
- Or approved equal.

#### NEGATIVE AIR PRESSURE INDICATOR

- Manometer.
- Model "Mark II Model No. 25 inclined-vertical Manometer. Dwyer Instruments Inc. PO Box 373, Michigan City, IN 46361 (219) 879-2000.
- MICRO Trap Corporation, Model Tri/Mon, digital recording manometer for tracking differential pressure.
- Contact info: 1300 W. Steel Road, No. 2 Morrisville, PA 19067 (215) 295-8208 or (877) 646-8208.
- Or approved equal.

#### PORTABLE WORK ENCLOSURE

- For temporary fire-resistant polyethylene dust barrier.
- System components supplier of zip poles, door opening access zippers, dust sealing system parts, etc.
- Contact info: Zip Wall, LLC. 37 Broadway, Arlington, MA 02474 (800) 718-2255.
- Or approved equal.

#### FIRE RESISTANT POLYETHYLENE

- For temporary dust barriers and use with Zip Wall Barrier System.
- Fire resistant polyethylene 6 mil.

- Underwriters Laboratories listed.
- Americover, Inc. 6 mil. Fire Retardant Polyethylene No. ASFR6. Use with Zip Pole System also sold by Americover.
- Contact Info: 2067 Wineridge Place. Suite F Escondido, CA 92029. 800-747-6095 Dept. 48.
- Or approved equal.

## **10. Alternate Life Safety Measures Assessment (ALSM)**

Alternate Life Safety Measures (ALSM) are a series of administrative actions that must be taken to compensate temporarily for the hazards posed by existing NFPA Life Safety Code 101, 2012 edition deficiencies, other building code issues or construction activities. Examples of construction activities that may require ALSM's to be implemented are as follows:

1. Fire alarm system, detection, and/or sprinkler system are impaired or disabled.
2. Normal exits or exit routes and/or exit lighting have been compromised.
3. Re-routing of traffic due to construction activities.
4. Temporary narrowing of the corridor.
5. Deficiencies in fire and/or smoke separations and systems caused by construction activities. (Changes to wall, door, dampers, penetrations, etc.)
6. Emergency lighting not compliant.
7. Major and minor construction/renovation in an occupied health care occupancy.
8. Hot work.
9. Impairment or shutdown of a fire sprinkler system or fire alarm system for a period of 4 hours or longer in a 24-hour period.

Whenever an ***“Alternate Life Safety Measure”*** is identified for implementation during the construction project, there will typically be measures or actions required by both the MUHC Engineering Services department and the Contractor.

Prior to the beginning of work and throughout the project, the Contractor must be familiar with the ALSM to plan and identify construction related activities that will require an evaluation of ALSM's as noted in the ALSM. The ***“Alternate Life Safety Measures Evaluation”*** is a required team effort.

## **11. Noise and Vibration Control Management**

Construction related noise/vibration control and mitigation measures are to be implemented when the Contractor is working in and around healthcare facilities. The Contractor shall work with the Owner's Representative to develop means and methods for controlling excessive noise and vibration during construction as identified in the contract document project plans and project manual.

## **12. Above Ceiling Work**

Access to areas above the ceiling must be coordinated with the Owner's Representative. Depending upon the location and purpose of accessing areas above the ceiling, the Contractor may need to follow a standing protocol or obtain an *Above Ceiling Work Permit*.

1. Standing protocol
  - a. Above Ceiling Inspection Criteria / Minimal Dust Producing Protocol
    - i. To be used for visual inspection of mechanical, electrical, plumbing, structural components.
    - ii. May be used with fireproofing and VAV damper adjustment.

- iii. Applies to all contractors, and vendors.
  - iv. See Project Manual Section 1.J MU Health Care Additional Policies & Procedures for “Infection Prevention & Control Program – Above Ceiling Inspection Criteria (Minimal, Dust Producing) ICRA – Protocol”.
2. Above Ceiling Work Permit
- a. Must be requested for
    - i. Any cable or wiring pulls through the healthcare facility.
    - ii. Other above ceiling work beyond the scope of visual inspection.
3. Contractors are responsible for:
- a. Notifying the Owner’s Representative three (3) business days prior to the need for above ceiling access.
  - b. Replacing ceiling tiles as soon as possible. Displaced ceiling tiles shall not be left unattended in areas not contained by a construction barrier.
  - c. Notifying the Owner’s Representative to acquire replacement ceiling tiles if they are damaged during work.

### **13. Utility Systems Shutdown & Service Permit**

“Utility Systems” shall be defined as any system that would hinder the delivery of patient care and hospital operations should the system be interrupted for any reason. Planning for this work usually requires a contingency plan by the healthcare facility management department to address any failure of the utility system. The contractor shall develop a graphical representation of the outage and affected areas for coordination and consensus with the owner’s representative.

See Project Manual Section 1.J MU Health Care Additional Policies & Procedures for “Request for Outage” form.

#### **Utility Outage**

Utility or system connections, shut offs, or interruptions must be scheduled with the Owner’s Representative prior to commencement of the work. This work shall be defined as either a “Planned” or “Unplanned Utility Outage” and notice shall be made to the Owner’s Representative to coordinate the request and facilitation.

#### **Utility Service**

In addition to utility system connection, shut-off, or interruption, the Contractor must also schedule any work on existing utility systems that either do not require interruption or cannot be interrupted to accomplish the work. This type of work shall be defined as “Utility Service” and notice shall be made to the Owner’s Representative. The Contractor shall give up to 14 calendar days’ notice to the Owner’s Representative to properly plan and coordinate required activities.

#### **Electrical Safety**

In accordance with National Fire Protection Association (NFPA) 70E, *Standard for Electrical Safety in the Workplace*, MUHC requires all contractors and service personnel performing services on MUHC owned or managed properties to always comply with OSHA and NFPA 70E (current edition).

The contractor shall complete the “Contractor/Vendor Acknowledgement of Electrical Safety Requirements & Training” form before mobilizing to the site, see Project Manual Section 1.J MU Health Care Additional Policies & Procedures.

## **14. Hot Work & Permit**

Hot Work shall be defined as welding, brazing, cutting soldering, grinding, or other flame or sparking producing activities which are capable of initiating fires or explosions.

All Contractors performing construction activities in MUHC Facilities are required to follow the requirements and provisions of *NFPA 51B – 2024* and the Owner's Representative procedures related to Hot Work.

The following are the requirements for a Contractor to obtain a "*Hot Work Permit*":

1. Contractors shall contact MUHC Engineering Services representative prior to requesting a "*Hot Work Permit*".
2. Hot work permit requests for complex projects requiring extensive planning on behalf of the Owner and Owner's Representative may require several days' notice.
3. MUHC Engineering Services will issue a "*Hot Work Permit*" to be posted in the vicinity of the hot work being performed. Upon completion, the hot work permit shall be returned to MUHC Engineering Services.
4. All hot work sites are inspected by the Owner's Representative and/or MUHC Engineering Services representative using the requirements printed on the hot work permit.
5. Hot work permits are issued for each work shift unless other arrangements have been made with Owner's Representative.
6. If hot work cannot be completed within one work shift, the Contractor is responsible for obtaining approval for a revised permit extension from MUHC Engineering Services. The Contractor is responsible for meeting all safety requirements required by the permit for any extensions granted.
7. The Contractor shall be responsible for supplying an individual as a trained fire watch with no other assigned duties, for the duration of hot work, including during lunch and/or scheduled breaks. **The fire watch's only responsibility will be as a fire watch.**
8. All permits require a 1-hour fire watch following completion of hot work activity.
9. Contractor shall provide at a minimum a ten-pound (10) ABC fire extinguisher that has a current, valid inspection tag at each hot work location.
10. A copy of the "*Hot Work Permit*" shall be kept in the General Contractor's project file for future review as may be required.

## **15. Helicopter Approach/Take-off**

Construction related activities on the hospital's grounds, property, or building roofs must follow the guidelines regarding construction activities during helicopter landings and take-offs at the helipad. The Contractor shall coordinate the following with the Owner's Representative:

- Roof access
- Roof protection
- Air care traffic safety precautions to be taken when conducting work on roofs.
- In addition, the placement of vertical installations such as tall lighting poles and the use of project cranes or hoisting on the hospital property might affect the "Approach and Take Off" of air care traffic. All construction related items such as dumpsters, fencing materials, signage, etc. must be secured. The manner by which these items are secured are to be approved by the Owner's Representative. It is essential that the

Contractor coordinate these types of activities in advance with the Owner's Representative prior to the beginning of work.

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## 16. Required Forms, Permits, Postings, and Documentation

**Note:** Refer to sections within the “Healthcare Construction Guideline” for detailed information on each form and permit approval procedure.

| Category                                      | Required Notice | Form | Permit Approval | Job Site Posting | Contractor Safety File |
|-----------------------------------------------|-----------------|------|-----------------|------------------|------------------------|
| CRM Infection Control Construction Permit     | Before Starting | √    | √               | √                | √                      |
| Above Ceiling Permit                          | 14 Days         | √    | √               | √                | √                      |
| Utility Systems Shutdown & Service Permit     | 14 Days         | √    | √               | √                | √                      |
| Fire Protection System Impairment Permit      | 14 Days         | √    | √               |                  | √                      |
| Hot Work Permit                               | 2 Days          | √    | √               | √                | √                      |
| Lock Out/Tag Out Permit                       | 14 Days         | √    | √               | √                | √                      |
| CRM Alternate Life Safety Measures Assessment |                 | √    |                 |                  |                        |
| Negative Air Pressure Log                     |                 | √    |                 | √                | √                      |
| CRM Risk Assessment                           |                 | √    |                 |                  |                        |
| Construction Safety Deficiency Notice         |                 | √    |                 |                  | √                      |
| Violations and “Notice to Contractor”         |                 | √    |                 |                  | √                      |
| Hazardous Material Abatement Signage          |                 |      |                 | √                |                        |
| Required Construction Jobsite Signage         |                 |      |                 | √                |                        |
| Alternate Life Safety Signage                 |                 |      |                 | √                |                        |
| Contractor & Employee Training Acknowledgment |                 | √    |                 |                  | √                      |
| Contractor Safety Meeting Minutes             |                 |      |                 |                  | √                      |

The Contractor will be required to furnish and install a “Project Safety Information” bulletin board on their project site for posting of required safety information. Small, short duration projects may have this requirement waived by the Owner’s Representative.

**LEGEND** CRM = Construction-Renovation-Maintenance

## **17. Health Care Construction Cleaning Definitions**

### **Construction Clean (Contractor Responsibility)**

1. Remove construction materials, tools, and equipment from the work area.
2. Remove all trash from the work area.
3. Thoroughly sweep all floor surfaces in the work area utilizing a dust compound (floor sweep) material.
4. Dry wipe all horizontal & vertical surfaces in the work area. Surfaces to include but not limited to walls, windowsills, doors & door frames, base trim, casework (inside & out), fixtures, and wall mounted equipment.
5. Sweep all floor surfaces utilizing a dust mop.
6. Wet mop all floor surfaces.

### **Thorough Clean (Contractor Responsibility)**

1. To be implemented only after Construction Clean procedures have been completed.
2. Wet wipe all horizontal and vertical surfaces utilizing a MUHC – Infection Control Department approved germicidal disinfectant. Surfaces to include but not limited to walls, windowsills, doors & door frames, base trim, casework (inside & out), all fixtures, and wall-mounted equipment.
3. Wet mop all floor surfaces utilizing a MUHC Infection Control Department approved germicidal disinfectant.

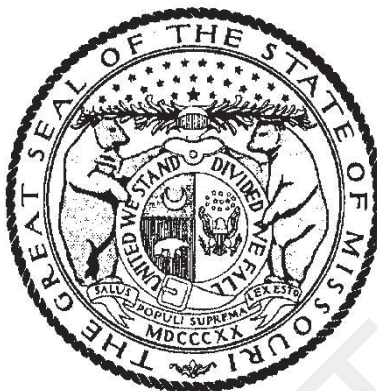
### **Terminal Clean (Owner Responsibility)**

1. To be implemented only after Through Clean procedures have been completed.
2. Cleaning procedures shall be conducted by MUHC trained Environmental Services, Sterile Processing or Surgical Services staff only.
3. Thoroughly clean and disinfect surfaces on the ceiling such as diffusers, light fixtures, and ceiling mounted devices & equipment.
4. Thoroughly clean and disinfect all equipment in the work area.
5. Thoroughly clean and disinfect all flooring including moving equipment & furnishings to allow access to all floor surfaces.
6. Move all portable equipment and furnishings away from the walls. Wet wipe and disinfect all wall surfaces and wall mounted equipment.

# 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<br>Hourly<br>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<br>Hourly<br>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.