



Office of Facilities and Planning
820 Chestnut Street
Young Hall Suite 309B
Jefferson City, MO 65101
573-681-5887

Request for Proposals

CAMPUS ASPHALT RENEWAL PROJECT LINCOLN UNIVERSITY

**820 Chestnut St.
Jefferson City, Missouri 65101**

Lincoln's Project No: LU25004

January 31, 2025

PROJECT MANUAL
and
SPECIFICATIONS

CAMPUS ASPHALT RENEWAL PROJECT
LINCOLN UNIVERSITY
820 Chestnut St.
Jefferson City, Missouri 65101

Lincoln's Project No: LU25004

Owner:

Lincoln University
820 Chestnut St., RM 309B Young Hall
Jefferson City, MO 65101

Prepared by Lincoln University:

Facilities & Planning
Landyn Smith
Construction Manager
Young Hall Room 309B
820 Chestnut Street
Jefferson City, Missouri 65101
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NOTICE TO CONTRACTORS

Accepting Sealed bids for:

Lincoln University – CAMPUS ASPHALT RENEWAL PROJECT – LU25004

**LINCOLN UNIVERSITY
JEFFERSON CITY, MISSOURI 65101**

Lincoln University will be accepting bids until 2:00 p.m., Friday, February 28, 2025. (Bid drop off location at the bottom)

Plans and specifications for the project may be requested after Friday, January 31, 2025, from the Office of Facilities and Planning. Smithl2@lincolnu.edu. (573) 681-5887.

A Pre-bid walkthrough for the project will be conducted on Friday, February 7, 2025, at 10:30 am. in Martin Luther King Hall, room 211 located at 812 E Dunklin, in Jefferson City, MO 65101.

Attendance at the Pre-bid conference for instruction is mandatory of each bidder submitting a proposal.

Attn: Landyn Smith
Smithl2@lincolnu.edu
573-823-5202
Lincoln University
Facilities & Planning
309B Young Hall
820 Chestnut St.
Jefferson City, MO 65101

CAMPUS ASHALT RENEWAL PROJECT SCOPE OF WORK

Lincoln University is seeking proposals from qualified contractors to perform resurfacing work on various roads, pathways, and parking areas around the main campus. The goal of this project is to enhance the safety and aesthetics of the university's infrastructure while improving traffic flow and pedestrian access. This RFP outlines the expectations, scope, requirements, and evaluation criteria for contractors interested in bidding on the resurfacing project.

The selected contractor will be required to complete the following tasks:

1. Site Preparation:

- Inspect all areas to assess current condition.
- Remove any existing damaged materials as necessary.
- Ensure proper grading for drainage.

2. Resurfacing Work:

- Apply appropriate resurfacing materials, including [6” Type 1 compacted base rock, 4” base asphalt, and 2” of surface mix asphalt.], as per university requirements.
- Ensure durability and suitability for high-traffic areas.

3. Finishing and Marking:

- Complete final surface treatments (sealcoating, texturing, etc.).
- Repaint or mark lines and symbols for parking spaces, crosswalks, etc. as per specifications.

4. Timeline:

- The project must be completed within the summer months of 2025, with work starting no later than [start date]. All resurfacing work must be completed by [end date].

5. Site Cleanup and Safety:

- Maintain a clean and safe work environment at all times.
- Adhere to all safety standards and university policies.

Projected Timeline

- **RFP Issued:** January 31, 2025
- **Proposal Submission Deadline:** February 28, 2025
- **Proposal Evaluation and Selection:** March 7, 2025
- **Notice of Award:** March 7, 2025
- **Project Start Date:** April 18, 2025
- **Completion Date:** August 1, 2025

PROPOSAL FORM

Bid time: 2:00 PM
Bid date: January 9, 2025

From: _____

Hereinafter called the “**Bidder**”

TO: Lincoln University
820 Chestnut Street, RM 309B Young Hall
Jefferson City, Missouri 65101

Hereinafter called the “**Owner**”

FOR: Campus Asphalt Renewal Project - LU 25004
LINCOLN UNIVERSITY
JEFFERSON CITY, MISSOURI

Hereinafter called the “**Work**”

1. The undersigned, having examined and being familiar with the local conditions affecting the work and with the contract documents including the drawings, the Notice to Contractors, Instructions to Bidders, Statement of Bidder's Qualifications, General Conditions, Special Conditions and the body of technical specifications, including

Addenda number _____ through _____ inclusive,

As issued, by Lincoln University, Office of Facilities and Planning in Jefferson City, Missouri hereby proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

2. In submitting this bid, it is understood that the right is reserved by Lincoln University to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of 150 days from the specified time for receiving bids.

3. Accompanying this bid is a certified check or cashier's check in the amount of _____ Dollars (\$_____) or a 5% bid bond payable without condition to Lincoln University, State of Missouri, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused Lincoln University if the undersigned fails to execute the contract and furnish the Performance/Payment bond required by the contract documents.

4. The Bidder agrees to complete the work required within 90 consecutive Calendar days from the date on which he receives a written "Notice to Proceed", and Further agrees to pay to, or allow Lincoln University as liquidated damages the sum of \$1000 Dollars for each calendar day thereafter, Sundays and holidays accepted that the work remains complete.

5. The Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Section 290.210 to 290.340 as amended RSMo 1978 Annual Wage Order 31.

6. The Bidder hereby certifies that all business and/or individuals employed on this Project are enrolled in the Federal Work Authorization Program as required by RSMo 285.525 and 285.530 and shall submit the Affidavit of Work Authorization along with this bid as discussed in the specifications.

7. The Bidder hereby certifies that the following subcontractors will be used in the Performance of the work

Name and Address of Subcontractor	Work to be performed (if none, so state)

8. The Bidder hereby certifies:

That this proposal is genuine and is not made in the Interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.

That they have not directly or indirectly induced or solicited any other bidder To put in a false or sham proposal:

That they have not solicited or induced any person, firm or corporation to

refrain from bidding:

That they have not sought by collusion or otherwise to obtain for themselves and advantage over any other bidder or over the Owner: and

That they will not discriminate against any employee or application for employment because of race, creed, color or national origin in connection with the performance of the work.

Dated this _____ day of _____, 20_____

IF AN INDIVIDUAL / PARTNERSHIP / CORPORATION

Name of Firm / Partnership / Corporation

Individual / Partner / Name and Title of Officer

Signature

Additional Partner

Address of Communications

(Each bidder must complete the Proposal Form by signing on the proper signature line above and by supplying the required information called for in connection with the signature.)

Sealed bids will be received at the Office of Facilities and Planning, Lincoln University, 820 Chestnut Street, Room 309B Young Hall, Jefferson City, MO 65101.

Bids will be publicly opened and contractor read aloud at the Time and Date specified for Bid on the first page of the Proposal Form.

BID SHEET:

Anthony Hall – Complete demolition and replacement

\$ _____

Atchison Corner Lot – Complete demolition, replacement, and reconfiguring

\$ _____

Small Animal Research Farms – Complete demolition and replacement.

\$ _____

Tull Hall and Perry Hall Entry - Complete demolition and replacement

\$ _____

Mitchell Hall - Complete demolition and replacement

\$ _____

Thompkins Health Center - Complete demolition and replacement

\$ _____

Atchison Court - Complete demolition and replacement

\$ _____

SUC – Patch, Seal, and Paint

\$ _____

Page Library + Bennett Hall – Patch, Seal, and Paint

\$ _____

MLK + Richardson – Patch, Seal, and Paint

\$ _____

Tull + Power Plant – Patch, Seal, and Paint

\$ _____

Shipping and Receiving - Paint

\$ _____

Maintenance Lot – Patch, Seal, and Paint

\$ _____

Lorenzo Greene – Patch, Seal, and Paint

\$ _____

Dawson and Martin – Patch, Seal, and Paint

\$ _____

Soldiers Hall – Patch, Seal, and Paint

\$ _____

Special Considerations:

The university will review all proposed locations and reserves the right to select the sites it wishes to pursue. All bids will be received and evaluated based on the locations chosen.

LU CONTRACTOR'S QUALIFICATIONS

Name of Firm

Address with Zip Code

Date

Area Code and Telephone

Email Address

Corporation or Partnership or Individual (Circle one)

CONSTRUCTION CAPABILITIES:

General roadway construction, parking lot paving and striping Other_____

FOR CORPORATION ONLY Federal I.D. Number_____

Date of incorporation Name of State(s) in which incorporated.

If not incorporated in Missouri, give Certificate of Authority to do business in Missouri.
Certificate No._____ Date_____.

President's Name

Vice President's Name

Secretary's Name

Treasurer's name

FOR PARTNERSHIP ONLY

Is the Partnership: General Limited Association (Circle One)

Date of Organization: _____

Names and addresses of all partners with zip codes.

GENERAL INFORMATION

Federal I.D. Number _____

or Social Security Number _____

Percent (%) of work done by own staff

No. of permanent employees.

Geographical limits of operation

No. years in business

If you have done business under different name, please give name and location.

Has firm ever failed to complete project or default on a contract?

If so, state where and why. _____

Has firm ever been engaged in litigation over any contract?

If so, explain. _____

WORK HISTORY

LIST OF PROJECTS CURRENTLY UNDER CONSTRUCTION, INCLUDING COST OF EACH AND NAME AND ADDRESS OF OWNER CONTACT.

LIST OF COMPLETED PROJECTS WITHIN PAST FOUR YEARS, INCLUDING COST OF EACH AND NAME AND ADDRESS OF OWNER CONTACT.

PARTIAL RECEIPT OF PAYMENT AND RELEASE FORM

KNOW ALL PERSONS BY THESE PRESENTS THAT: _____,

hereinafter called "Subcontractor," who entered into a subcontract with

_____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Name)

(Project Number)

at: _____

(Project Address)

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

such payment by Contractor,

DOES HEREBY:

1. ACKNOWLEDGE that he/she has been paid all sums due them to date for everything done by him, or done by his subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions approved to date, for the construction of said project or otherwise.
2. REPRESENT that all of his/her employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid all sums due them to date, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.
3. RELEASES the Owner from any claim for nonpayment for any work performed or material supplied up through _____(date).

DATED this _____ day of _____, _____(year).

(Name of Subcontractor)

(Typed or Printed Name)

(Signature)

(Title)

LU FINAL RECEIPT OF PAYMENT AND RELEASE FORM

KNOW ALL PERSONS BY THESE PRESENT THAT :

Hereinafter called "Subcontractor" who heretofore entered a subcontract with

hereinafter called "Contractor" for the performance of work and/or furnishing of material for the construction of a project entitled:

(Project title & Project number)

(Address of Project)

for Lincoln University, (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that it has been paid in full all sums due for work and materials contracted or done by such subcontractor, and/ or done by its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done, supplied or omitted by Subcontractor, its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED THIS _____ day of _____, 20__

(Name of subcontractor)

BY _____
(Typed or printed name)

(Signature)

TITLE: _____

AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath do hereby certify under penalty of perjury:

Project Name: _____

- 1) That all of the information in the payroll reports for this project is true and correct.
- 2) That I am the _____ (Title) of _____ (Name of Company);
- 3) That I have reviewed and am familiar with the prevailing wage rules and that based upon my knowledge of these rules, including the occupational title set out in the Missouri regulations, I have completed full and accurate records clearly confirming the following:
 - 4) The names, occupations and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed
 - 5) All Persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions such as FICA, Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI) Court Ordered Wage Attachments, 401K Plans.
 - 6) That any payrolls otherwise under this contract required to be submitted for the project are correct and complete; that the wage rate for the workers are not less than the applicable wage rates contained in the Prevailing wage determination, as provided by the Division of Labor Standards and incorporated into the contract; that the classifications set forth therein for each worker conform with the work performed, and that there has been no exception to full and complete compliance with the provisions and requirements of such determination.
 - 7) That such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project

DATED THIS _____ day of _____, 20__

(Name of Contractor)

BY _____
(Typed or printed name)

(Signature)

TITLE: _____

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

My commission expires _____, 20_____.

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW PERSONS BY THESE PRESENT, THAT we _____ as Principal, and _____ as Surety, are held and firmly bound unto LINCOLN UNIVERSITY, in the sum of _____ Dollars (\$_____), for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents WHEREAS, The Principal has, by means of a written agreement dated the _____ day of _____, 20____, entered into a contract with LINCOLN UNIVERSITY for _____

(Insert Base Proposal)

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

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

administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being here waived.

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

AS APPLICABLE:

A. An Individual _____
(Signature)

B. A Partnership _____
(Signature) Partner

(Signature) Partner

C. A Corporation _____
(Firm Name)

(Signature) President

D. Surety _____
(Surety)

(Attorney-in-Fact)

(Address of Attorney-in-Fact)

(A/C & Number)
(Telephone and Fax #, Attorney-in-Fact)

(Signature, Attorney-in-Fact)

NOTE: Surety shall attach Power of Attorney

285.559, RS Mo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I will notify Lincoln University if the business entity ceases participation in the federal work authorization program, or if there is any action, claim or complaint made against the entity alleging any violation of Section 285.530 RSMo. or any regulations issued thereto.

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

Affidavit Signature

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

Notary Public

My commission expires:

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - SPECIAL NOTICE TO BIDDERS

These specifications have bound hereto a complete set of bidding forms. These are for the bidder's convenience only and are not to be detached from the specifications or filled out or executed. One unbound proposal form will be furnished to each bidder and shall be executed and submitted in a sealed envelope.

ARTICLE 2 - CONTRACT DOCUMENTS

- A. Specifications and drawings are the property of the Owner. Electronic copies will be distributed by the owner as requested by the contractors bidding the job. All copies must be destroyed or deleted by those contractors not selected for the job once the bidding process has completed.
- B. Drawings and specifications may be obtained as set forth in the Advertisement for bids and if not specifically addressed therein, electronic copies of drawings and specifications are on file at the Office of Facilities and Planning, 309 Young Hall, 820 Chestnut Street, Lincoln University.

ARTICLE 3 - BIDDERS OBLIGATIONS

- A. Bidders must carefully examine the drawings and specifications as well as the entire site of the work and shall make all necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions of difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will a Bidder give plans and specifications to another Bidder. Any proposal received from a Bidder whose name does not appear on the list of bidders having made deposit for the plans and specifications will be subject to rejection.

ARTICLE 4 - INTERPRETATIONS

- A. If any prospective bidder is in doubt as to the true meaning of any part of the Plans and Specifications they shall submit a written request for interpretation. No oral interpretations will be made to any bidder as to the meaning of the Plans and Specifications or the acceptability of alternate products, materials, form, or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than seven (7) calendar days before opening of bids. The request shall be sent directly to the Project Consultant. A copy of said request shall be mailed concurrently to the Director of Facilities and Planning, 309 Young Hall, Lincoln University, 820 Chestnut St., Jefferson City, Missouri 65101. Every interpretation made to a bidder will be sent as promptly as is practicable to all persons to whom Plans, and Specifications have been issued according to the Lincoln University Records. All such addenda shall become part of the contract documents.

ARTICLE 5 - PROPOSALS AND BIDDING PROCEDURES

- A. All proposals shall be submitted without modification or reservation on the proposal form with each space properly filled. Proposals not on this form will be rejected. Modifications of the proposals after delivery to the Director of Facilities and Planning will not be accepted unless submitted on a new proposal form and delivered to the Director of Facilities and Planning in lieu of the original proposal prior to the time set for opening bid proposals.
- B. All proposals shall be accompanied by a Bid Bond, executed by the bidder and a duly authorized surety company, Certified Check, Cashier's Check or Bank Draft made payable to Lincoln University, State of Missouri, in the amount as set forth in the official advertisement for bid or if no amount is set forth, than in the amount of five percent (5%) of the bid including additive alternates. Failure of the Contractor to submit the full amount required shall be sufficient cause to reject bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of Lincoln University, if for any reason the bidder withdraws bid after closing or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable Performance and Payment Bond, provide evidence of required insurance coverage, and provide required copies of affirmative action plans within fourteen (14) consecutive calendar days after such tender. It is further agreed that, if a contract is not awarded within Ninety (90) days after the opening of bids, a bidder may file a written notice with the Director of Facilities and Planning for the withdrawal of bid.
- C. The check, draft or bond submitted by the successful bidder will be returned after the receipt of an acceptable Performance and Payment Bond and

execution of formal contract. Checks, drafts, or bonds of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by Lincoln University.

- D. All proposals shall be accompanied by a signed and notarized Affidavit of Work Authorization. This is pursuant to RSMo 285.525 and 285.530 which require business entities to enroll and participate in a federal work authorization program to be eligible to receive award of any state contract more than \$5,000.
- E. All proposals that are subject to RSMo. 34.600 shall be accompanied by a signed Anti-Discrimination against Israel certification.

ARTICLE 6 - SIGNING OF THE PROPOSAL

- A. Proposals from a partnership shall be 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 shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal, dated and executed by all partners of the firm.
- B. Proposals from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below the corporate name followed by the words "By _____". Title of office held by the person signing for the corporation shall appear below the signature of the officer.
- C. Proposals from an individual doing business under a firm name shall be signed in the name of the individual doing business under the proper firm's name.

ARTICLE 7 - RECEIVING BIDS

- A. Bids received prior to the time of opening will be securely kept, unopened. The office whose duty is to receive bids will decide when the specified time for opening bids has arrived, and no bid received thereafter will be considered. No responsibility will attach to any officer for the premature opening of a bid not properly submitted.
- B. Proposals are to be presented in sealed envelopes that shall be plainly marked with Project Title, Bid Date and Bid Time and delivered to the place specified in the Advertisement for Bids. Bidders shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was dispatched in time to be received before scheduled closing time for receipt of proposal.

- C. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. If bid is mailed, bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where bid is to be received and make-do allowance for possible delays.
- D. No Contractor shall stipulate in its proposal any conditions not contained in the specifications or standard proposal form contained in the contract documents.
- E. Proposals will be received separately or in combination as shown in and required by the Form of Proposal. Proposals will be completed to include insertion of all amounts for alternate proposals, unit prices and cost accounting data, etc. Failure to complete all required information may be cause for rejection of bid.
- F. Bidder's attention is directed to the fact that no bid will be accepted or considered if delivered after the specified time for receiving bids.
- G. No telephonic or emails bids will be accepted or allowed.
- H. The completed forms shall be without interlineations, alteration, or erasure. Contractor may request additional copies of forms.
- I. The Owner reserves the right to waive informalities in proposals and reject any or all proposals.

ARTICLE 8 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw proposal at any time prior to scheduled closing time for receipt of proposals, but no bidder may withdraw proposal after the scheduled closing time for receipt of bids.
- B. Only emails, 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 the proposal corrected in accordance with such written requests with the following provisions:
 - (a) Any such written request must be contained in a sealed envelope which is plainly marked "Modification of proposal on (project title and bid date)".
 - (b) Modifications must be received prior to the bid opening time.

- (c) Modifications must be followed by a written notice from the bidder within forty-eight (48) hours after bid opening time confirming the contents of such telegraphic modification.

ARTICLE 9 - STATEMENT OF BIDDERS QUALIFICATIONS

- A. Each bidder must submit as part of bid proposal, a completed statement of bidder's qualifications (provided as part of the proposal form by the owner). The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner such additional information and data for this purpose as the Owner may request. The right is reserved to reject any bid where an investigation or consideration of the information submitted by such bidder does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract documents. The Owner may also reject any bid or proposal that does not include the completed form.

ARTICLE 10 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of Lincoln University.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances, and other apparatus.
- C. In awarding the contract the Owner may take into consideration the bidder's and its subcontractor's skill, facilities, capacity, experience, responsibility, previous work record and financial standing, the bidder's ability to provide the required bonds and insurance, Owner's previous experience with the bidder, success in achieving the specified supplier diversity goal or demonstrating a good faith effort related thereto; and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of proposal, however, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.
- D. Award of Alternates, if any - the Owner reserves the right to award alternates in any order which results in the maximum amount of work being accepted within available construction funds.

- E. RSMo 285.525 and 285.530 require business entities to enroll and participate in a federal work authorization program to be eligible to receive award of any state contract more than \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization along with appropriate documentation evidencing such enrollment and participation. Affidavit of Work Authorization is in the bid packet. Submittal of this form and appropriate documentation is required before the award of any contract. In addition, the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers, at any tier associated with this contract.

- F. All proposals that are subject to RSMo. 34.600 shall be accompanied by a signed Anti-Discrimination against Israel certification. Bidder should submit the required certification with their bid. In addition, the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers, at any tier associated with this contract.

ARTICLE 11 - FORM OF CONTRACT AND PERFORMANCE/PAYMENT BOND

- A. The forms of the contract and performance/payment bond to be executed are standard forms which are on file with the Office of the Director of Facilities and Planning. The contract and performance/payment bond shall be executed in ten (10) and five (5) original counterparts, respectively.

- B. The Owner will prepare and forward copies of the contract and performance/payment bonds to the bidders to whom the contracts for the work are awarded and such bidders shall return the properly executed prescribed copies of the contract, bond, evidence of required insurance and required copies of affirmative action plans to the Owner within fourteen (14) consecutive calendar days after their receipt.

- C. No proposal shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage has been received and appropriate affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.

- D. If the successful bidder is doing business in the State of Missouri under a fictitious name, bidder shall furnish to Owner, attached to the Proposal Form, a properly certified copy of the Certificate of Registration of Fictitious Name from

the State of Missouri, and such certificate shall remain on file with the Owner. No contract will be awarded by the Owner until such certificate is furnished by the bidder.

- E. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Proposal Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- F. Any successful bidder which is a corporation organized in the State of Missouri shall furnish, at its own cost, to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

ARTICLE 12 - CONTRACT SECURITY

- A. When the Contract sum exceeds \$50,000 the Contractor shall furnish a performance/payment bond in an amount at least equal to 100% of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project and furnishing materials in connection therewith under contract as set forth in the standard form of performance/payment bond, including all amounts required to be paid pursuant to prevailing wage requirements. The Surety on such bond shall be a duly authorized surety company satisfactory to the Owner.
- B. The Contractor shall furnish at no cost to the Owner, if requested, a properly certified copy of the current Certificate of Authority to transact business in the State of Missouri of the surety company executing the required bond, such certificate to remain on file with the Owner.
- C. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the performance/payment 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 the 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.
- D. The bond 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-/IX The Contractor shall require the attorney in fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney indicating the monetary limit of such power.

ARTICLE 13 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders must agree to commence work on a date to be specified in a written "Notice To Proceed" from the Owner, and the entire work shall be completed within the time specified. Liquidated damages for delay in completion of the work shall be as prescribed. (See Article 14 of General Conditions.)

ARTICLE 14 - NUMBER OF CONSTRUCTION DOCUMENTS

- A. The Owner will furnish the Contractor a copy of the executed contract.
- B. The Owner will furnish the Contractor free of charge the number of complete sets of plans and specifications for the work and all applicable subdivisions thereof, as set forth in the special conditions. Additional sets may be obtained from the Consultant at the cost of reproduction.
- C. The Owner will furnish the Contractor the number of copies of explanatory or change drawings required during construction as set forth in the special conditions

ARTICLE 15 - LIST OF SUBCONTRACTORS

- A. Each bidder must submit as part of bid proposal, a list of subcontractors to be used in performing the work. The list shall specify the single designated subcontractor's name and address for each category of work listed in the Proposal Form. If work within a category will be performed by more than one subcontractor, list the name and address of each subcontractor, and specify the exact portion of the work to be done. If acceptance/nonacceptance of alternates will affect the designation of a subcontractor, provide information for each affected category.
- B. Failure to include a complete subcontractor list shall be grounds for rejection on the bid proposal.

ARTICLE 17 –TAX EXEMPTION

- A. Lincoln University is a tax-exempt organization. Sales to contractors who purchase construction materials and supplies to fulfill their contract for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current exemption letter and a project exemption

certificate to the contractor authorizing the purchases for the project. The exempt organization may monitor all supplies purchased, used, and consumed in fulfilling the project.

- B. A project exemption certificate shall include, but may not be limited to, the following:
 - 1. The exempt entity's name, address, Missouri Tax Identification Number and signature or authorized representative of the exempt entity.
 - 2. The project location, description, and unique identification number.
 - 3. Date the contract is entered.
 - 4. The estimated project completion date; and
 - 5. The certificate expiration date.
- C. Contractor must provide a copy of the exempt organization's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the project.
- D. Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.
- E. Suppliers shall render to the contractor invoices bearing the name of the exempt organization and the project identification number. The purchasing contractor must retain these invoices for a period of five (5) years.
- F. Contractors must file a sales tax return for all excess resalable materials and supplies, which are not returned to the supplier. This return must be filed and paid no later than the due date of the contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.
- G. An exempt organization that fails to revise the project exemption certificate's expiration date as necessary to complete the work required by the contract will be liable for any sales tax due as determined by an audit of the contractor.

ARTICLE 18 –TOBACCO POLICY

- A. Lincoln University strives to present a healthy, safe, and clean campus. environment for its students, employees, and visitors. For this reason, the use of any tobacco product, including but not limited to cigarettes, smokeless tobacco, and e-cigarettes is prohibited on campus. This policy applies to all buildings on and off the main campus whether owned or leased by Lincoln University, University vehicles, open-air spaces, and common areas.

GENERAL SPECIFICATIONS

1. Project Overview

This Request for Proposal (RFP) is issued for the procurement of asphalt paving services for the construction of new or resurfaced asphalt pavement. The project includes, but is not limited to, site preparation, installation of base materials, and the application of an asphalt surface course as outlined below. The contractor shall provide all labor, equipment, materials, and supervision required to complete the work as per the technical specifications provided.

2. Scope of Work

The contractor will be responsible for the following:

- **Site Preparation:** Clearing, grubbing, and excavation as necessary for the construction of the pavement area.
- **Base Preparation:** Installation of suitable base materials, including grading, compaction, and leveling to the required specifications.
- **Asphalt Installation:** Placement of an asphalt surface course according to the specified thickness, mix design, and compaction requirements.
- **Quality Control & Testing:** Ensuring all materials and workmanship meet the project requirements, with continuous quality testing for both base and asphalt layers.
- **Traffic Control:** Proper signage, traffic management, and safety measures during construction.
- **Final Inspection & Acceptance:** Completion of final inspection to ensure compliance with specifications before project closeout.

3. Materials Requirements

All materials used in the project must conform to local and state standards, and should meet or exceed the specifications provided in this RFP. Material selection should ensure the longevity, strength, and durability of the asphalt pavement.

3.1 Asphalt Mix Design

- **Asphalt Binder:** The binder used shall be a high-quality PG (Performance Grade) asphalt binder suitable for the expected traffic load and climate conditions of the project area.
 - Example: PG 64-22 or as specified by the project requirements.

- **Aggregates:** All aggregates for the asphalt mix must be clean, hard, durable, and free from deleterious materials. Aggregate types may include crushed stone, sand, and gravel, sourced from an approved supplier.
- **Asphalt Concrete:** The mix design for the asphalt pavement shall conform to the local DOT (Department of Transportation) requirements for the mix type and grading.
 - Example: Type S1, Superpave mix, or as specified.

3.2 Base Course Materials

- **Aggregate Base Material:** Shall conform to local standards for graded base course materials, typically made of crushed stone or gravel with proper gradation to provide structural support.
- **Thickness:** The base course thickness shall be as determined by soil conditions and traffic load but typically ranges between 6 to 12 inches.

4. Pavement Structure

The pavement structure will generally consist of the following layers:

- **Subgrade:** The natural soil or treated soil prepared to support the pavement. It should be compacted to at least 95% of the maximum dry density as per the Standard Proctor test (ASTM D698).
- **Subbase:** A layer of granular material placed on top of the subgrade, which may be a crushed stone or gravel. Minimum thickness of 4 to 6 inches is required.
- **Base Course:** A layer of dense graded aggregate or crushed stone, typically 6 to 8 inches in thickness.
- **Asphalt Surface Course:** The final layer of asphalt concrete, typically 1.5 to 3 inches in thickness, depending on traffic loads.

5. Construction Methods

- **Preparation of Subgrade:** The contractor shall ensure that the subgrade is free of vegetation, debris, and any soft spots. It shall be compacted using vibratory rollers to achieve the required density.
- **Base Course Installation:** The base course material shall be spread and compacted to a specified thickness. The contractor must ensure that the compaction achieves a minimum of 95% of the maximum dry density (ASTM D698). In-situ moisture content must be controlled to ensure proper compaction.
- **Asphalt Paving:** The asphalt mix shall be spread evenly using an approved mechanical paver, ensuring a consistent thickness across the entire width. The asphalt temperature at the time of placement shall be within the range specified by the asphalt supplier, typically between 275°F to 325°F.

- **Compaction:** The asphalt must be compacted within the optimum temperature range of 225°F to 275°F using tandem rollers to achieve the required density. The final compacted density should meet or exceed 92-96% of the laboratory-mixed design.
- **Joints:** Longitudinal and transverse joints between successive paver passes must be constructed with careful attention to alignment, ensuring proper bonding and minimal segregation of the asphalt.

6. Quality Control & Testing

- **Asphalt Mix Testing:** The contractor shall provide a certified asphalt mix design that meets the performance requirements. Testing of the mix will include:
 - **Gradation and Asphalt Content:** To ensure that the mix conforms to the specified gradation and binder content.
 - **Volatile Matter:** Ensuring the mix remains stable during transportation and placement.
- **Field Compaction Testing:** The contractor shall perform field density testing to verify that the compaction meets the required specifications. Nuclear density gauges, sand cone tests, or core samples may be used for testing.
- **Pavement Smoothness:** The completed surface must meet the required smoothness criteria, which are typically within a 3/16" tolerance over a 10-foot straight edge.

7. Safety and Traffic Control

- The contractor shall be responsible for implementing proper safety protocols in accordance with OSHA (Occupational Safety and Health Administration) regulations.
- Proper traffic control measures, including barricades, cones, and signage, shall be provided to ensure safe working conditions for all parties involved and to protect public safety.
- **Work Zone Safety:** Flagger personnel must be trained and wear proper safety gear.

8. Weather Conditions

- Paving operations must only be performed when the ambient temperature is above 50°F and below 90°F.
- No paving work should occur during rain, snow, or other inclement weather that could affect the quality of the asphalt mix.

9. Completion & Final Inspection

Upon completion of the asphalt pavement, the contractor shall notify the client for final inspection. The inspection will focus on:

- **Visual inspection:** Ensuring there are no visible defects such as cracks, segregation, or improper joint alignment.
- **Density testing:** Verification of the compaction and density of the asphalt layers.
- **Smoothness:** Ensuring the paved surface is within the smoothness tolerance requirements.

10. Warranty and Maintenance

The contractor will provide a warranty period for the asphalt pavement. The warranty will cover any defects in materials or workmanship and shall be for a minimum period of 1 year after project completion. The contractor is also responsible for periodic maintenance during the warranty period, which may include crack filling, patching, or surface treatment as necessary.

Appendix: Reference Standards

- **ASTM D698** - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
- **ASTM D6925** - Standard Test Method for Preparation and Determination of the Density of Asphalt Mixtures Using the Gyratory Compactor
- **ASTM D1559** - Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
- **AASHTO M323** - Standard Specification for Superpave Volumetric Mix Design

LU GENERAL CONDITIONS

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GENERAL CONDITIONS

- A. These General Conditions apply to each section of these specifications and must be carefully read by each contractor, as all contractors are subject to the provisions contained herein.
- B. The General Conditions are intended to define the relationship of the Owner, Consultant and all contractors thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be continued and completed in a safe, orderly, expeditious and workmanlike manner.

ARTICLE 1 - DEFINITIONS

- A. As used in these contract documents, the following terms shall have the meanings and refer to the parties designated in these definitions.
 - (a) "OWNER": Lincoln University of Missouri. Owner may act through any duly authorized committee or representative thereof. Communications to Owner shall be forwarded via Director of Facilities and Planning, Lincoln University, Room 309 Young Hall, 820 Chestnut Street, Jefferson City, Missouri 65101.
 - (b) "CONSULTANT": When the term "Consultant" is used herein, it shall refer to the Architect or Engineer specified and defined in a duly authorized representative.
 - (c) "UNIVERSITY REPRESENTATIVE": University Representative is the Director of Facilities Planning of Lincoln University; or such person authorized to act for the Director, shall be the authorized representative of the Owner.
 - (d) "CONTRACTOR": Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
 - (e) "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or all of, the Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
 - (f) "WRITTEN NOTICE": Any notice to the Contractor from the Owner relative to any part of this contract shall be in in an email or writing and considered delivered and service thereof complete when said notice is posted by registered or certified mail to said Contractor at Contractor's last given address, or delivered in person to said Contractor or authorized representative on the work.
 - (g) "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.

- (h) "CONTRACT DOCUMENTS": The "Contract Documents" shall consist of the executed contract, the General Conditions, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Prevailing Wage Determination, the Specifications and Drawings, including all modifications as set forth in Addenda or Change Orders to any of the above, the required Certificates of Insurance and Performance/Payment Bond and Notice to Proceed.
- (i) "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
- (j) "KANSAS METROPOLITAN AREA" The City of Kansas City and the Missouri counties of Ray, Platte, Jackson, Cass and Clay.
- (n) "ST. LOUIS METROPOLITAN AREA": The City of St. Louis and the Missouri counties of Franklin, St. Charles, St. Louis and Jefferson.
- (o) "SUBSTANTIALLY COMPLETE:" Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use.

ARTICLE 2 - DRAWINGS AND SPECIFICATIONS

- A. Drawings are intended to show general arrangements, design and extent of work and are partly diagrammatic. As such, they are not intended to be scaled for roughing-in measurements or to serve as shop drawings.
- B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. Such separations shall not, however, operate to make the Consultant or Owner an arbiter to establish limits of subcontracts or to establish jurisdiction.
- C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings.
- D. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur, architectural drawings shall govern and, in case of conflict between structural and mechanical drawings, structural drawings shall govern.
- E. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor as a part of the contract.

- F. Data concerning lot size, ground elevations, present obstructions on or near the site, locations and depth 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 Owner believe reliable, although accuracy of such data is not guaranteed.
- G. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the University Representative before such conditions are disturbed. The University shall promptly investigate said conditions and report to the University Representative, with recommendations. If conditions do materially differ and cause increase or decrease in contract cost or time required for completion of any portion of the work, a Change Order will be initiated as outlined in Article 26 of these General Conditions.
- H. Only work included in the Contract Documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved Change Orders.

ARTICLE 3 - RIGHTS AND RESPONSIBILITIES OF CONSULTANT AND DIRECTOR

- A. The University shall give all orders and directions contemplated under the contract relative to the execution of the work. The University shall determine the amount, quality, acceptability and fitness of kind of work and materials which are to be paid for under this contract. In the event any question shall arise between the parties hereto, relative to the contract of specifications, determination or decision of the University shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the contract affected in any manner or to any extent by such question.
- B. The Owner may file a written notice to the Contractor to dismiss forthwith any subcontractors, superintendents, foremen, workmen, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work, and Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.
- C. If Contractors refuse to cooperate with the instructions and reasonable requests of other contractors in the overall coordinating of the work, the University Representative may take such appropriate action and issue such instructions as in Owner's judgment may be required to avoid unnecessary and unwarranted delay.
- D. If in the judgment of the University Representative it becomes necessary at any time to accelerate work, the Contractor, when ordered by the Owner's Representative in writing, shall cease work at any point and transfer employees to such point or points and execute such portions of work as may be required to enable others to hasten and properly engage and carry out their work, all as directed by the Owner.

ARTICLE 4 - INSPECTION OF THE WORK

- A. The Owner and any duly appointed representative shall at all times have access to the work whenever it is in preparation or progress, and the Contractors shall provide proper and safe facilities for such access and for inspection and supervision.
- B. During progress of work the Owner will be represented at the project by the University's appointed representative, whose duty it will be to see that the contract is properly fulfilled.
- C. The Owner's inspection is for the purpose of assuring the Owner that the drawings and specifications are being properly executed. Although inspector is instructed to confer with Contractor regarding interpretation of plans and specifications, such assistance shall not relieve Contractor of any responsibility for the work.
- D. The fact that the Owner has failed to observe faulty work, or work done which is not in accordance with the drawings and specifications, shall not relieve the Contractor from responsibility for correcting such work without additional compensation.
- E. If any work is covered up without approval or consent of the Owner, it must, if requested by the Owner, be uncovered by the Contractor. No compensation shall be allowed for this work. If such work is found to be defective in any respect, due to fault of the Contractor, or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may by contract or otherwise have the defects remedied or rejected, materials removed from the site and charge the cost of the same against any monies which may be due the Contractor without prejudice to any other rights or remedies of the Owner on the premises.

ARTICLE 5 - COMPLIANCE WITH LAWS, PERMITS, REGULATIONS AND INSPECTIONS

- A. Although the Owner is Lincoln University, an instrumentality of the State of Missouri such that municipal or political subdivision ordinances, zoning ordinances, construction codes and other like ordinances are not applicable to construction on Owner's property, the Contractor will be required to submit plans and specifications to any municipal or political subdivision authority, obtain construction permits or any other licenses or permits from or submit to inspections by any municipality or political subdivision relating to the construction of this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations as it is not the intent of the Owner to arbitrarily dismiss the authorities identified above.

ARTICLE 7 - ANTI-KICKBACK

- A. 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 in connection with the construction of the project, shall become directly or indirectly interested financially in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project shall become directly or indirectly interested financially in this contract, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
- B. 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

ARTICLE 8 - PATENTS AND ROYALTIES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature of 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.
- B. If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties, license fees or costs in any way involved in the work. The Contractor and/or the Contractor's sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

ARTICLE 9 - STATUTORY PREFERENCE

- A. By virtue of statutory authority, a preference will be given to Missouri labor and to products of mines, forests and quarries of the State of Missouri when they are found in marketable quantities in the State, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes.

ARTICLE 10 - COMMUNICATIONS

- A. All notices, requests, instructions, approvals and claims must be in writing. All emails and paper required to be delivered to the Owner shall, unless otherwise specified by the Owner in writing to the contrary, be delivered to the Director of Facilities and Planning, Lincoln University, Room 309 Young Hall, 820 Chestnut Street, Jefferson City, Missouri 65101. Any such notice shall be deemed to have been given as of the time of actual receipt.

ARTICLE 11 - DUTIES OF CONTRACTOR

- A. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified. The Contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Department of Labor and Industrial Relations of the State of Missouri and as set out in the contract specifications.
- B. The Contractor and each subcontractor shall submit to the Owner, such schedules of quantities and costs, progress schedules, payrolls, reports, estimated records and other data as the Owner may request concerning work performed or to be performed under the contract.
- C. The Contractor shall give access to, upon written request from the Owner, all time cards, material invoices, payrolls, profit and loss statements, and all other direct or indirect costs related to this work.
- D. Each Contractor shall be responsible for laying out its own work and for any damage which may occur to the work of any other contractor because of errors or inaccuracies, as well as be responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by Contractor, whether furnished by Contractor or others. Layout of mechanical and electrical work shall be coordinated with layouts of Contractor for general construction work. Unless otherwise directed by Owner, salvage materials, waste and scrap resulting from such work shall be promptly removed from the site by the responsible Contractor.
- E. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property.
- F. Contractors shall prearrange time with the University Representative in case it becomes necessary for the interruption of any service to make connections, alterations or relocations and shall fully cooperate with Owner in doing work so as to cause the least annoyance and interference with the continuous operation of the institution. Unless otherwise specified in these documents, all connections, alterations or relocations will be performed during normal working hours.
- G. Each Contractor shall coordinate all work so there shall be no prolonged interruption of existing equipment. All parking lot improvements must be scheduled with the University

Representative to avoid any disruption of operation within the campus activities. In no case, unless previously approved in writing by the University Representative, shall parking lot areas be left unprotected at the end of a workday or over a weekend. Any interruption of construction activities whether intentionally or accidentally, shall not relieve the Contractor responsible for the interruption from repairing and restoring the property to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

- H. Each 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 the satisfaction of the Owner.
- I. Contractors shall not overload, or permit others to overload, any part of any structure during building operations.
- J. Each Contractor shall be responsible for shoring required to protect work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving any required notice to adjacent property owners 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.
- K. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment. Such warning and protective devices shall be removed only when approved by the Owner.
- L. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials installed or to be installed by Contractor.
- M. The Contractor shall be responsible for care of finished work and must protect same from damage or defacement until final acceptance by the Owner. All damaged and defaced work shall be repaired or replaced to Owner's satisfaction at the expense of Contractor.
- N. 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 to avoid such risk or damage and shall continuously inspect work, materials and equipment to discover, determine and correct any such conditions. The Contractor shall designate a responsible member of the organization available at the job site whose duty shall be the prevention of accidents.
- O. The Contractor may always employ a person or persons for watch duty service outside of regular working hours, and at such times during working hours when work is not in progress at the building, from the time the excavation work is started until the entire work is complete. This watch duty service will in no way relieve the Contractor of responsibility for replacing or making good any theft or damage.

- P. Before commencing work, Contractors shall confer with the University Representative to ascertain full knowledge of all rules and regulations affecting working conditions. Rules and regulations in force at the institution shall take precedence over rules and regulations that exist outside the institution's jurisdiction. If the Contractor observes that the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice, the Contractor shall bear all costs arising therefrom and saving the Owner "harmless". The Contractor shall comply with applicable safety laws, codes and regulations, specifically including but not limited to the rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970 as amended.
- Q. No project signs shall be erected without the written approval of the Owner, unless said sign complies with a specific requirement of these specifications, in which case approval of the University Representative must be obtained prior to erection.
- R. Contractor shall verify all measurements. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- S. The Contractor shall provide at the proper time such material as is required for support of work. If supplemental work required, whether shown on drawings or not, the Contractor shall see that they are properly constructed by the Contractor or subcontractor whose duty it is to construct the same.
- T. All rubbish, debris, and dirt resulting from the Contractor's work shall be cleaned up as required, and removed from the property. The premises shall at all times be kept in a clean, safe and professional manner.
- U. The Contractor shall, prior to requesting final inspection, remove equipment and shall leave work "broom-clean" or its equivalent, unless more exactly specified in the contract documents. Prior to receiving final payment, the Contractor shall remove all rubbish, tools, equipment etc., from the site.
- V. If any work is required to be specially tested or approved, Contractor shall give the Consultant timely notice of date for such inspection.
- W. Contractor shall take reasonable precautions for the 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 site, under care, custody or control of the Contractor or its subcontractors of any tier; and 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- X. If Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other material known to be hazardous, which has not bene

rendered harmless, the Contractor shall immediately stop work in the affected area and report the condition to the Consultant and the University Representative in writing. The work in the affected area shall not thereafter be resumed except by written agreement of Owner and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB or when it has been rendered harmless by written agreement of the Owner and Contractor. Rendered harmless shall mean that levels of such materials are less than any applicable exposure standards.

- X. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor 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 subcontractors of any tier.

ARTICLE 12 – BOND

- A. When the Contract sum exceeds Fifty Thousand Dollars (\$50,000). Contractor shall furnish a performance/payment bond in an amount at least equal to 100% of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance/payment bond included in the contract documents, including all amounts required to be paid pursuant to prevailing wage requirements. The Surety on such bond shall be a duly authorized Surety Company satisfactory to the Owner.
- B. The Contractor shall furnish at no cost to the Owner, if requested, a properly certified copy of the current Certificate of Authority to transact business in the State of Missouri of the surety company executing the required bond, such certificate to remain on file with the Owner.
- C. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the performance/payment 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 the 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.
- D. The bond 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-/IX The Contractor shall require the attorney in fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney indicating the monetary limit of such power

ARTICLE 13 - COMMENCEMENT AND COMPLETION OF WORK

A. Before a "Notice to Proceed" with the work will be issued the Contractor must submit the following properly executed instruments to the Owner:

(a) Contract;

(b) Performance/ and payment bonds as described in Article 12;

(c) Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 21; such polices or certifications shall. If provided, the certificates of insurance shall further comply with the requirements of Article 21 and;

These items must be received by the Owner within fourteen (14) consecutive calendar days after the Contractor receives the letter directing him to submit them. If not, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders.

B. Within ten (10) days following receipt of the "Notice to Proceed", the Contractor shall submit to the Consultant for approval the following:

(a) A progress and payment schedule as described in Article 15; and

(b) A complete breakdown of the Contractor's proposal

No payments to the Contractor will be made until the Contractor has submitted these items and they have been approved by the Owner; provided, however, that should the Contractor not receive written notification from the Owner of the disapproval of any of these items within twenty-one (21) calendar days of their receipt by the Owner, the Contractor may consider them approved and may proceed accordingly.

C. Contractor shall commence work upon a date to be specified by the Owner in the "Notice to Proceed". Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents, or pay to the Owner the damages resulting from the failure to timely complete the work as set out in Article 14.

D. Extension of time stipulated in the Contract for completion of the work will be made when changes in the work occur, as provided in Article 26, when the work is suspended as provided in Article 13 (F); or when the work of the Contractor is delayed on account of excusable delays, i.e conditions which could not have been foreseen, or which were beyond the control of the Contractor, subcontractors or suppliers, and which were not the result of their fault or

negligence. Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or the Owner's employees or by other Contractors employed by the Owner, or for any delay in the furnishing of drawings and necessary information by the Consultant, or delay in return of shop drawings, or for any other cause which in the opinion of the Owner entitles the Contractor to an extension of time, including but not restricted to fires, floods, unusually severe weather or labor strike.

- E. The Contractor shall notify the Consultant and University Representative promptly of any occurrence or conditions which in the Contractor's opinion entitle him/her to an extension of time. Such notice shall be in writing and shall include all necessary supporting materials and be submitted in ample time to permit full investigation and evaluation of the

Contractor's claim. The Consultant shall promptly acknowledge the Contractor's notice, and with the University Representative, shall provide information and recommendation to the Owner for decision. Failure on the part of the Contractor to provide such notice within seven (7) business days of Contractor's knowledge of the applicable occurrence or condition shall constitute a waiver by the Contractor of any claim.

- F. When conditions at the site of the proposed work are considered by the Owner to be unsatisfactory for prosecution of the work, Contractor may be ordered in writing to suspend the work or any part thereof until reasonable conditions exist. When such suspension is not due to fault or negligence of the Contractor, time allowed for completion of such suspended work will be extended by a period of time equal to that lost due to delay occasioned by ordered suspension.

ARTICLE 14 - LIQUIDATED DAMAGES/SUBSTANTIAL COMPLETION

- A. It is agreed that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the contract for each calendar day, Sunday and holidays excepted, after date specified for completion of the project that the entire work is not substantially complete and/or finally complete.
- B. The term "substantially complete" as used herein shall be construed to mean the completion of the entire work in strict accord with all requirements of the drawings and specifications except minor items which in the opinion of the Owner will not interfere with complete and satisfactory use of the facilities. or the issuance of a certificate of occupancy. Final completion as used herein shall be established by the University Representative. However, this does not relieve the Contractor of the requirements concerning final completion and of Article 33 - General Guarantee.
- C. Only certification by the Owner as to substantial or final completion of the work within the time specified shall be conclusive and binding on the Owner and Contractor for the purpose of determining whether or not liquidated damages shall be assessed under the terms hereof and the sum total amount due.

- D. 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.
- E. If the work embraced by the terms of this contract is not substantially or finally completed on or before the time specified in this contract because of any act or omission of the Contractor, then, without prejudice to any other rights, claims or remedies the Owner may have the architectural, engineering and inspection costs and expenses incurred by the Consultant upon the work, from the originally agreed upon completion date to the substantial completion date of all work, shall be borne by the Contractor and may be deducted by the Owner from any amount owing and due the Contractor.

ARTICLE 15 - PROGRESS AND SCHEDULING

- A. Each Contractor shall submit for the Consultant's approval, in reproducible form, a progress schedule showing rate of progress the Contractor agrees to maintain and order in which the Contractor proposes to carry on various phases of work. Schedule shall show percentage of work completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete work, asphalt work, paint striping, etc.) which shall serve as check points to determine compliance with approved schedule. Progress schedule of the Contractor shall be submitted to subcontractors to permit coordinating their progress schedules to the general construction work.
- B. Values employed in preparation of any schedules will be used only for determining the basis for partial payments and will not be considered as a basis for additions to or deductions from the contract price.
- C. There will be no payments of any periodic estimates until the progress schedule has been approved by the Consultant, and subsequent payments of periodic estimates will be suspended if the project schedule has not been adequately updated to reflect actual conditions.
- D. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any workers, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 16 - SUBSTITUTIONS AND/"OR APPROVED EQUAL"

- A. Whenever in any of the contract documents any article, appliance, device or material is designated by the name of the manufacturer or vendor or by any proprietary or trade name and such name is followed by the words "or approved equal", "or as approved" or preceded by the words "similar and equal to", the standard products of manufacturers other than those specified will be accepted when, prior to the order or use thereof, it is proven to the satisfaction of the Owner that they are equal in design, strength, durability, spare parts availability, operation cost, maintenance cost usefulness and convenience for the purpose intended.

- B. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner is equal in all respects to that named. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those called for shall be properly made as approved by the Owner at the expense of the Contractor requesting the substitution or change.
- C. In the event the Contractor desires to substitute any article, device, product, material, fixture, form or type of construction for that specified, the Contractor shall submit a request for such substitution in writing to the Owner within thirty (30) days after the date of the "Notice to Proceed". A copy of said request shall be sent concurrently to the Owner, Lincoln University, Jefferson City, Missouri. Thereafter no consideration will be given to alternate forms of accomplishing the work. This article does not preclude the Owner exercising the provisions of Article 26 hereof.
- D. Contractor acknowledges and agrees that no approvals or action taken by the Consultant or Owner shall constitute approval of any "or equal" item or relieve Contractor from its sole and exclusive responsibility for such item.

ARTICLE 17 - SUPERINTENDENT

- A. The Contractor shall keep at the work site during its progress, a competent superintendent satisfactory to the Owner. The Superintendent shall represent the Contractor in the Contractor's absence and all directions given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall carefully study and compare all drawings, specifications and other instructions and shall, at once, report to the University's Representative any error, inconsistency or omission which may be discovered. The Superintendent shall not be changed except with the consent of the Owner.

ARTICLE 18 - SHOP DRAWINGS

- A. The Contractor shall submit, with such promptness as to cause no delay in work or in that of any other contractors, all shop and setting drawings. Such drawings shall be submitted to the Owner in four (4) copies for the Owner's use and additional copies as required for the Contractors, subcontractors, material suppliers, and to meet the requirements for maintenance manuals, etc., as described in Article 32.
- B. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:
 - (a) Date of Submission
 - (b) Name of Project
 - (c) Location

(d) Branch of Work

(e) Project Number

(f) Name of Submitting Contractor

(g) Name of Subcontractor

- E. All subcontractor's shop drawings and schedules shall be submitted by the Contractor and shall bear the stamp of approval by the Contractor as evidence that the Contractor has checked them. Such stamp shall be deemed a representation by the Contractor that such shop drawings and schedules strictly comply with the requirements of the Contract Documents and the Contractor has determined and verified field measurements and field construction criteria relate 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. Any shop drawings and schedules submitted without this stamp, or without having been checked, will be returned to the Contractor for resubmission and the drawings and schedules will be considered as never having been submitted.
- F. The Contractor shall include with the shop drawings, a letter indicating all deviations from the drawings and/or specifications. Failure to so notify of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Owner, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
- E. It is the Contractor's obligation and responsibility to check all shop drawings and schedules and to be fully responsible for them and for their coordination with connecting work. Shop drawings and schedules shall indicate in detail all parts of an item of work, including erection and setting instructions and engagements with the work of other trades. The Contractor shall be responsible for the correctness and accuracy of the dimensions, measurements and other information contained in the shop drawings and schedules
- F. The Owner shall check shop drawings and schedules with reasonable promptness and approve them only in conformance with the design concept of the project and compliance with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility for deviations from the drawings and specifications, unless the Contractor has called the Consultant's attention to same, in writing, at the time of submission. An approval of any such modification will be given only if it is in the interest of the Owner, to affect an improvement in the work, does not increase the contract sum and/or completion time, is subject generally to all contract stipulations and covenants, and is without prejudice to any and all rights under the surety bond.
- G. No extension of time will be granted the Contractor because of failure to submit shop drawings and schedules in ample time to allow for review, possible resubmittals and approval. Fabrication of work shall not commence until the Contractor has received approval. The

Contractor shall furnish prints of approved shop drawings and schedules to all contractors whose work is in any way related to the work under the contract. Only prints bearing this approval will be allowed on the site of construction.

- H. All shop drawings must be submitted prior to the receipt of the third partial payment request. After the second payment has been made, no further payments will be made without the written consent of the Owner until all shop drawings have been submitted.
- I. On completion of the work, and as a condition precedent to receiving final payment, all shop drawings and schedules of all work for all trades shall be corrected to a true and actual representation of the work actually performed, erected and installed. Drawings showing the actual work completed (See Article 31.)

ARTICLE 19 - SAMPLES, TESTS AND CERTIFICATES

- A. The Contractor shall prepare samples of all items requested or required by the specification. Samples shall be properly identified and submitted with such promptness as to cause no delay in work or in that of any other contractor and to allow for consideration by the Consultant and Owner.
- B. Each set of samples submitted must be accompanied by a letter of transmittal containing the following information:
 - (a) Date of Submission
 - (b) Name of Project
 - (c) Location
 - (d) Branch of Work
 - (e) Project Number
 - (f) Name of Submitting Contractor
 - (g) Name of Subcontractor
- C. No materials shall be delivered to the site of construction or incorporated into the work until the Contractor has received approval. Any materials installed prior to receipt of such approval shall be subject to rejection by the Consultant.
- D. Samples shall be labeled to designate material or product represented, grade, place of origin, name of producer and name of Contractor.
- E. Approval of material is general and shall not constitute waiver of Owner's right to demand full compliance with contract requirements.

- F. Unless Owner is authorized at the time of submittal to return samples at Contractor's expense, rejected samples will be destroyed.
- G. After delivery of materials Owner may make such tests as deemed necessary with samples required for such tests being furnished and at the cost of the appropriate Contractor. If the material, equipment or accessory fails to meet the contract requirements, all costs of testing shall be paid by the Contractor. If the item meets the contract requirements, costs of testing will be paid by Owner.
- H. On the basis of the test results, materials, workmanship, equipment of accessories may be rejected even though general approval has been given. If items have been incorporated in work, Owner shall have the right to cause their removal and replacement by items meeting contract requirements or to demand and secure such reparation to the Owner from the Contractor as is equitable.
- I. The Owner reserves the right to require Contractor to furnish a certificate guaranteeing that material or equipment as submitted complies with contract requirements. Certificates shall be in notarized affidavit form. If statement originates with manufacturer, Contractor shall endorse all claims and submit statement in the Contractor's name.
- J. When directed by the Owner, and unless otherwise specified with the technical design section, samples of finished work and field applied paints and finishes shall be located as directed and shall include sample panels constructed at site of approximately 20 square feet each.
- K. All tests required by the specifications shall be paid for by the Contractor to testing laboratories approved by the Owner.

ARTICLE 20 - MATERIALS AND WORKMANSHIP

- A. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the best quality. All materials and equipment incorporated in the work shall further strictly conform to the Contract Documents. If required by the Owner, satisfactory evidence shall be furnished as to the kind and quality of the materials and workmanship. Workmanship shall be in accordance with the highest standard in the industry and free from defect in strict accordance with the Contract Documents.
- B. All materials and workmanship used in the work shall be subject to the inspection of the Owner, and any work which is deemed defective shall be removed, rebuilt or made good. The cost of such correction shall be borne by the Contractor. All condemned materials shall be immediately removed from the site of the work.
- C. Failure or neglect on the part of the Owner to condemn or reject bad or inferior materials or workmanship shall not be construed to imply an acceptance of any work. The work herein specified to be done is not to be considered as finally accepted until it is so stated in writing by the Owner.

- D. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work,
- G. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. This must be done to the entire satisfaction of the Owner but the Contractor must assume full responsibility for the work. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect.
- F. Contractor shall, at all times, enforce strict discipline and good order among employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned.
- G. Contractor shall carefully examine the Contract Documents including without limitation the plans and drawings and shall be responsible for the proper fitting of material, equipment and apparatus into the parking lots and roadways.
- H. Contractor shall base proposal only on materials, method of construction and equipment indicated in the Contract Documents. Contractor may make a written proposal to Owner to use alternate materials, methods or fixtures, in accordance with Article 16, Substitutions.
- I. Contractor shall promptly remove at own expense all rejected materials from the site of work.
- J. When a material has been approved no change in brand or make will be permitted unless:
 - (a) Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
 - (b) Materials delivered fails to comply with contract requirements.

ARTICLE 21 - INSURANCE

- A. The Contractor shall not commence work under this contract until the Contractor has obtained and submitted to the Owner "Certificate of Insurance" for all insurance required under this Article and such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence on subcontract until all similar insurance required of the subcontractor has been obtained and approved.
- B. Contractor shall provide and maintain during the life of the contract and until final acceptance of the work, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below.
 - (a) Worker's Compensation Insurance: Worker's Compensation Insurance for all employees at the site of the project, and, in case any work is sublet, Contractor shall require any

and/or all subcontractor(s) similarly to provide Worker's Compensation Insurance for all their employees unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not covered under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance. Contractors shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the Contractor or any subcontractor are applicable thereunder. Worker's Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Missouri.

(b) Public Liability and Property Damage Insurance: Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect

Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death; and from claims for property damage which may arise from the operations under the contract, including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

1. Public Liability and Property Damage -

Bodily Injury:

each person	\$ 100,000.00
each accident	\$ 800,000.00

Property Damage:

each accident	\$ 500,000.00
aggregate	\$ 500,000.00

2. Automobile Public Liability & Property Damage -

Bodily Injury:

each person	\$ 100,000.00
each accident	\$ 800,000.00

Property Damage:

each accident	\$ 100,000.00
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Such policy or policies shall by proper endorsement cover any liability of Contractor under the indemnification provision, Article 25 of the General Conditions.

(c) Insurance Covering Special Hazards: The Public Liability and Property Damage Insurance policy or policies of the Contractor shall provide coverage for special hazards such as operation of material hoists, blasting or other use of explosives, and damage to underground property.

- (d) Owner's Protective Liability Insurance: Owner's Protective Liability Insurance for protection of the Owner and the Consultant protecting them against the standard hazards, except liability from operation of trucks and automobiles, and with the amount of coverage provided in the Public Liability and Property Damage Insurance of Contractor.
- (e) Builder's Risk and Installation Floater Insurance: Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad comprehensive form, vandalism and malicious mischief, in an amount not less than the replacement cost of the work or the contract price, whichever is greater, with loss payable to Contractor and Owner as their respective interest may appear. Such insurance may be written with Building and Contents Form of Endorsement. In the event Building and Contents Form Endorsement contains an alterations and repair permit, Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If Builder's Risk Reporting Form of Endorsement is used, Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal to the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's
- (f) failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.
- C. All insurance shall be procured through and be written by insurance companies which are acceptable to and approved by the Owner and shall be obtained and paid for by Contractor.
- D. Within fourteen (14) consecutive calendar days after receipt of the letter directing the Contractor to do so, the Contractor shall furnish the Owner with certificates showing that the Owner is covered by the required insurance and showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. All certificates shall contain substantially the statement: "The insurance covered by this certificate will not be canceled or altered except after ten days' written notice has been received by the Owner." In addition, the original Owner's protective policy shall be forwarded to the Owner.
- E. Upon receipt of any notice of cancellation of alteration, Contractor shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered; and if Contractor fails to provide, procure and deliver acceptable evidence thereof, Owner may obtain such insurance at the cost and expense of Contractor without notice to Contractor.
- F. It is understood and agreed that the insurance required by the provisions of this Article is required in the public interest and that Owner does not assume any liability for acts of the Contractor, any subcontractor or their employees in the performance of the contract.

ARTICLE 22 - SEPARATE CONTRACTS AND COOPERATION

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly communicate, connect and coordinate work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Consultant before the work is performed. If the Contractor fails to do this, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Consultant, at no additional cost to the Owner.
- C. No Contractor shall delay any other Contractor by neglecting to perform their work at the proper time. Each Contractor shall be required to coordinate own work with other Contractors so as to afford others reasonable opportunity for execution of their work.
- D. Each Contractor shall be responsible for damage to Owner's or other Contractor's property done by the Contractor or persons in their employ through the Contractor's or their fault or negligence.
- E. Should a Contractor sustain any damage through any act of omission of any other contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts of omissions of such contractor. The phrase "act of omission" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 23 - SUBCONTRACTS

- A. Subcontractor assignments as identified in the bid proposal shall not be changed without written approval of the Owner.
- B. Contractor is as fully responsible to the Owner for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- C. Every subcontractor shall be bound by the applicable terms and provisions of the contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or the contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.
- D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Consultant and University Representative in writing of the names

of any subcontractors to be used in addition to those identified in the bid proposal and all major materials suppliers proposed for all parts of the work.

ARTICLE 24 - ASSIGNMENT OF CONTRACT

- A. No assignment by Contractor of any amount or any part of the Contract or of 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 thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of the contract and to claims or liens for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

ARTICLE 25 - INDEMNIFICATION

- A. Contractor agrees to indemnify, defend and save harmless Owner and Consultant, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts of omissions of Contractor, any subcontractors, agents, servants of employees, including any and all expense, legal/attorney fees or otherwise, which may be incurred by Owner or Consultant, its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claims that an act, omission or negligence of Owner or Consultant, its agents, servants or employees contributed to such injury or damage.
- B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Consultant, the Consultant's agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) giving of or the failure to give directions or instructions by the Consultant, the Consultant's agents or employees as required by the contract documents provided such giving or failure to give is the primary cause of the injury or damage.
- C. The parties hereto understand and agree that the Owner is relying on and does not waive or intend to waive 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 Owner, its officers, employees or agents.

ARTICLE 26 - CHANGES IN THE WORK

- A. The Owner, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.
- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous

expenses. No requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of this change will be considered.

C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:

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

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

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his/her subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the contract change work in place.

2. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work including overhead and profit.
3. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
4. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%), unless the percentage for overhead and profit charged for

Contract Changes for this contract, has been negotiated to less than 10%. The negotiated rate shall then apply to credits as well.

- E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order work performed by force account or accounts. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined in paragraph C above. The University representative shall be provided with the Contractor's daily time and material invoices for the work involved.
- F. If the Contractor claims that any instructions involve extra cost under this contract, he/she shall give the Owner written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act at his/her discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted in writing and determined by agreement with the Owner.

ARTICLE 27 - PAYMENT TO CONTRACTORS

A. PAYMENTS:

- (a) Payments on account of this contract will be made monthly on account of materials and equipment delivered to the site and incorporated in the work. The Contractor shall submit to the Owner, in the manner and form prescribed, an application for each payment, and, if requested, receipts or other vouchers showing payments for materials and labor, including payments to subcontractors. The Owner will make partial payments as soon thereafter as possible, for work done during the preceding calendar month on estimates certified to the Owner subject to the approval of the Owner. The Owner shall retain ten percent (5%) of the amount of each such estimate until final completion and acceptance of all work covered by the contract. 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. All bills, claims and demands for labor performed, work done or materials furnished, shall be submitted in six (6)
- (b) copies by the Contractor. The terms and conditions of this paragraph shall be executed in strict accord with Section 8.260 RSMo 1978 and Cumulative Supplements.
- (c) For contracts, the cost of which is \$5,000.00 or less, paragraph (a) of this article shall not apply. Contracts falling within this category shall merit but a single payment which shall become due and payable on completion and acceptance of all work specified thereunder. The terms and provisions of this paragraph shall be executed in strict accord with Section 8.270 RSMo.
- (d) Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon

become the sole property of Owner. No such payment shall be deemed to be approval for any item or items for which such payment is made, and this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of the contract.

(e) Ordinarily no allowance will be made in estimates for materials delivered on site of work and not incorporated in work; however, items considered by Consultant to be major items of considerable magnitude, if suitably stored on the site, and approved by Owner in advance in its sole discretion, will be allowed in estimates on the basis of ninety percent (90%) of value, the value calculated in proportion to contract price.

B. PAYMENTS WITHHELD: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:

(a) Defective work not remedied.

(b) Failure of the Contractor to make payment properly to subcontractors for material or labor.

(c) Claims files or reasonable evidence indicating probable filing of claims.

(d) A reasonable doubt that the contract can be completed for the balance then unpaid.

(e) Damage to another Contractor.

When the Owner is satisfied the Contractor has remedied above grounds, payments shall be made for amounts withheld.

C. FINAL PAYMENT:

(a) Final payment shall be due at such time as the work is fully completed and all provisions of the contract have been satisfactorily fulfilled.

(b) Upon receipt of written notice from the Contractor to the Consultant that the work is ready for final inspection and acceptance, the Consultant and University Representative shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Contractor will be directed to submit a final estimate for certifications. If the Owner approves the same, the entire balance shall be due and payable.

(c) Where the specifications provide for the performance by the Contractor of certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of weather conditions, such test shall be considered as required under the provisions of the specifications, Article 19 of General Conditions, and the contract may be certified as satisfactorily completed and the work accepted and full payment made, even though the tests have not been made.

- D. RELEASES: Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the University Representative a complete file of releases, on a standard form prescribed by the Owner and included in the contract documents, from subcontractors and material persons evidencing payment in full for services, equipment and materials, as the case may require, and a properly executed Affidavit of Compliance with Prevailing Wage Law in the form as included in the contract specifications.
- E. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien or claim including all costs and a reasonable attorney's fee.

ARTICLE 28 - PARTIAL OCCUPANCY/SUBSTANTIAL COMPLETION

- A. The Owner may fully occupy the facility as soon as it is substantially completed. No provisions in this document shall be construed to prevent partial occupancy by the Owner so long as the partial occupancy does not materially affect the construction process.
- B. Contractor agrees that Owner upon advance notification to Contractor in writing will be permitted to occupy and use any completed or partially completed portions of the project when such occupancy and use is to the Owner's best interest.
- C. If such prior occupancy increases the cost of the work or delays its completion, provided that the same occur prior to the completion date fixed by the "Notice to Proceed", and as amended by contract Change Orders, and provided the Contractor submits written notification of such cost increase or time delay, the Contractor shall be entitled to extra compensation or extension of time, or both.

ARTICLE 29 - DISPUTES AND DISAGREEMENTS

- A. It is hereby expressly agreed and understood that in case any controversy or difference of opinion shall arise between the parties aforesaid as to quality, quantity or value of the work, or material, the interpretation of the provisions of this Contract or any other matter connected with this work, any such dispute shall be submitted to, and any lawsuit arising from or related to the Contract, shall be filed and determined in the circuit court of Cole County.

ARTICLE 30 - RIGHTS OF OWNER ON BREACH OF CONTRACT

- A. If the Contractor shall be judged bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or if the Contractor should fail to make prompt payments to subcontractor or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, if the contractor otherwise be guilty of a substantial violation of any provision of the contract, then the Owner may serve notice on the Contractor and the Contractor's surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations

shall cease and satisfactory arrangements for corrections be made, the Owner may suspend the Contractor's right to proceed with the work or terminate the contract.

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

ARTICLE 31 - RECORD DRAWINGS

- A. Contractors shall, at the completion of their work and prior to submission of request for final payment, complete and turn over to the Consultant a marked up set of drawings provided for construction. The corrections shall show all field changes that were made to adopt to field conditions, changes resulting from contract Change Orders and all buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside

the building shall be accurately located as to depth and referenced to two permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink.

ARTICLE 32 - WARRANTIES AND OPERATING INSTRUCTIONS

- A. Warranties and operating instructions of various equipment items, according to the manufacturer's policy covering their products, shall be delivered in three (3) copies to the Consultant prior to submission of the final pay estimate.

ARTICLE 33 - GENERAL GUARANTEE

- A. The Contractor warrants all equipment and material furnished and all work performed under this Contract, against defective materials and workmanship for a period of twelve months after acceptance is provided in this Contract "documents, unless a longer period is specified. Upon written notice from the Owner of any breach of warranty 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 do so at the Contractor's expense. 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 it surety or sureties, of any, shall be liable for the satisfaction and full performance of the warranties set forth herein. Neither the final certificate of payment nor any provision in the contract documents for partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor or the Contractor's sureties of liability in respect to any express warranties or responsibility for faulty materials, workmanship or liquidated damages.
- B. The Contractor or the Contractor's sureties shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance unless a longer period is otherwise specified. The Owner will give notice of observed defects with reasonable promptness.
- C. In case of default on the part of the Contractor in fulfilling this part of the contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor.
- D. Should Contractor be required to perform tests that due to climatic conditions must be delayed, it is understood that such tests will be accomplished by Contractor at the earliest possible date with the provisions of the General Guarantee beginning upon satisfactory completion of said test. The responsibility of the Contractor under this section will not be abrogated if the Owner should elect to initiate final payment.

ARTICLE 35 – DOMESTIC PRODUCTS PROCUREMENT PREVAILING WAGE; BACKGROUND CHECKS; OSHA TRAINING; ANTI- DISCRIMINATION AGAINST ISRAEL

- A. In accordance with the Missouri Domestic Products Procurement Act RSMo 34.350 et seq ct ,any manufactured goods or commodities used or supplied in the performance of this contract

or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the contracts requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.

- B. The contractor shall certify, through each pay application, that all manufactured goods or commodities used or supplied in the performance of the work for which payment is requested were manufactured, produced or assembled in the United States. If the goods used or supplied in the performance of the work for which payment is requested were not manufactured, produced or assembled in the United States, (2) are not manufactured in sufficient quantities to meet the needs of this contract, (3) cannot be manufactured, assembled or produced in the United States within the necessary time to meet the requirements of this contract, or (4) would increase the cost of this contract for the purchase of the product by more than ten percent (10%) if purchased from a manufacturer or producer in the United States.
- C. If the contract price is more than \$75,000, not less than the prevailing hourly rate of wages specified under RSMo. 290.210-290.340 and set out in the applicable Annual Wage Determination #__ for Cole County, MO shall be paid to all workers performing Work under this Agreement. Contractor shall forfeit (as provided under RSMo. Section 290.250) as a penalty to the Owner, One Hundred Dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, that such worker is paid less than the prevailing rates for any work done under said Contract by Contractor or any of its Subcontractors. Contractor and all subcontractors shall be required to submit certified weekly payroll sheets with their monthly invoices, showing compliance with Missouri prevailing wage laws, as well as an Affidavit of Compliance with Missouri prevailing wage law at the conclusion of the Project prior to final payment. Accurate records pertaining to wages paid all workers employed on the Project shall be kept within the State of Missouri by Contractor and each subcontractor for a period of one (1) year following final completion.
- D. Before employment of any employee or retention of any individual for work on this Project, the Contractor and Subcontractors shall conduct background checks through all appropriate state agencies and any other background checks as may be required by Owner, including without limitation, a thorough review of the list of registered sex offenders as provided by the County Sheriff's Department, and any such individual who does not pass such background check as determined by the Owner in its sole discretion shall not be permitted to enter the premises where the Project is located or to work on the Project. Contractor shall include all of these requirements in its contracts with its subcontractors and suppliers.
- E. Contractor and all subcontractors shall comply with RSMo. 292.675 and provide construction training as required by the Owner and applicable law. Contractor and all subcontractors shall provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations

which is at least as stringent as an approved OSHA program. All Contractor and subcontractor employees are required to complete the program within 60 days of beginning work on such project. Contractor shall forfeit as a penalty to Owner, \$2,500 plus \$100 for each employee employed by Contractor or its subcontractors for each calendar day or portion thereof that any such employee is employed without the required training

- F. Contractor shall provide the certification required by RSMo 34.600 simultaneously with its execution and delivery of this contract.

AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE LAW

I, _____ do hereby certify under penalty of perjury:

Project Name: _____

- 1) That all of the information in the payroll reports for this project is true and correct.
- 2) All Persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions such as FICA, Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI) Court Ordered Wage Attachments, 401K Plans.
- 3) That any payrolls otherwise under this contract required to be submitted for the project are correct and complete; that the wage rate for the workers are not less than the applicable wage rates contained in the Prevailing wage determination, as provided by the Division of Labor Standards and incorporated into the contract; that the classifications set forth therein for each worker conform with the work performed.

DATED THIS _____ day of _____, 20__

(Name of Contractor)

BY _____
(Typed or printed name)

(Signature)

TITLE: _____