REQUEST FOR PROPOSAL FOR:

MASTER CONSTRUCTION AGREEMENT
PROJECT NO.: RC000556

AT:
MISSOURI UNIVERSITY OF SCIENCE & TECHNOLOGY
ROLLA, MISSOURI

FOR:
THE CURATORS OF THE UNIVERSITY OF MISSOURI

PREPARED BY:
DESIGN, CONSTRUCTION & SPACE MANAGEMENT
MISSOURI UNIVERSITY OF SCIENCE & TECHNOLOGY

April 14, 2022
REQUEST FOR PROPOSAL FOR: MASTER CONSTRUCTION AGREEMENT

PROJECT NUMBER: RC000556

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END OF SECTION
REQUEST FOR PROPOSAL

Sealed proposals for:

MASTER CONSTRUCTION AGREEMENT
MISSOURI UNIVERSITY OF SCIENCE & TECHNOLOGY
PROJECT NUMBER: RC000556
CONSTRUCTION ESTIMATE: Up to $1,000,000 per Work Authorization

The Curators of the University of Missouri, Owner, has received your response to its Request for Qualifications and your organization is hereby requested to submit a Request for Proposal at Design, Construction and Space Management, Room 120 General Services Building, 901 Facilities Avenue, Rolla, Missouri 65409 or by email at garrettja@mst.edu, until 2:00 p.m., C.T., April 28, 2022.

Request for Proposal and other related contract information may be obtained at https://designconstruction.mst.edu/bidsrfpsrfqs/. Electronic bid sets are available at no cost and may be printed as desired by the plan holders. No paper copies will be issued. If paper copies are desired, it is the responsibility of the user to print the files or have them printed.

Questions should be directed to the office of Design, Construction and Space Management at garrettja@mst.edu or 573-341-6368.

A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD AT 10:00 A.M., C.T., April 20, 2022 via web conference. Instruction to access the meeting is provided below.

Meeting URL: https://umsystem.zoom.us/j/91476141572
Meeting ID: 914 7614 1572

The Supplier Diversity goal established for this contract is enumerated in the Supplemental Information for Proposers.

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

Individuals with special needs as addressed by the Americans with Disabilities Act may contact (314) 516-5206.

Advertisement Date: April 14, 2022
SECTION 1.A

BID FOR MASTER CONSTRUCTION AGREEMENT CONTRACT

Date: ______________________

BID OF ______________________

(hereinafter called "Bidder") a corporation* organized and existing under laws of the State of___________,
a partnership* consisting of ____________________________________________,
an individual* trading as ________________________________________________,
a joint venture* consisting of ____________________________________________.

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

TO:  Curators of the University of Missouri
     Missouri University of Science and Technology
     901 Facilities Avenue, Rolla, Missouri 65409

1. Bidder, in compliance with invitation for bids for construction work in accordance with Specifications, entitled "Master Construction Agreement", RC000556, dated April 14, 2022, having examined Contract Documents, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to provide Master Construction Agreement services in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri’s tax exemption status, incurred in performing work required under Contract documents, of which this Bid is a part.

Bidder acknowledges receipt of following addenda:

Addendum No. __________________________ Dated ________________
Addendum No. __________________________ Dated ________________
Addendum No. __________________________ Dated ________________
Addendum No. __________________________ Dated ________________

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

3. BID PRICING

For Master Construction Agreement Services as described in these Specifications;

a. Percentage Markup – Projects $75,000 - $250,000 – 90 Calendar Day Duration
   __________________________________________Percent (___________ %)

b. Percentage Markup – Projects $250,000 - $500,000 – 130 Calendar Day Duration
   __________________________________________Percent (___________ %)

c. Percentage Markup – Projects $500,000 - $750,000 – 180 Calendar Day Duration
   __________________________________________Percent (___________ %)
d. Percentage Markup – Projects $750,000 - $1,000,000 – 230 Calendar Day Duration

Percent (_______ %)

e. Daily Unit Price for Services Provided Under this Contract (for more or less)

Per Day ($_________ Per Day)

f. Daily Rate for Onsite Supervision (to be used per work authorization as approved by the Owner)

Per Day ($_________ Per Day)

4. PROJECT COMPLETION

a. Contract Period - Contract period begins on the day the Contractor receives unsigned Contract. The term of this Contract is Three Hundred Sixty-Five Calendar Days (365) calendar days from receipt of aforementioned documents. Ten (10) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder. Bidder agrees to complete each individual Work Authorization in accordance with the terms included there-in.

b. Commencement - Contractor agrees to commence work on each individual Work Authorization or Early Release Authorization after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed GM or Early Release Order as described herein.

c. Liquidated Damages – Liquidated damages, if applicable, shall be determined on a per project basis.

d. Special scheduling requirements: This Contract shall have an initial duration of one calendar year. Four additional extensions may be issued at the Owner’s discretion. Contractor agrees that they will maintain services under this Contracts for the duration of the term(s) extended by the Owner.

5. SUPPLIER DIVERSITY PARTICIPATION GOALS

a. Supplier diversity goals apply on every work authorization issued under this Contract as follows. For projects anticipated to be less than $500,000, the goal will be a 10% combined supplier diversity goal for MBE, WBE, Veterans, and DBE; and a 3% goal for SDVE. For projects anticipated to exceed $500,000 the goals shall be 10% MBE, 3% SDVE and 10% WBE, Veteran and, DBE combined.

b. The Bidder agrees to execute the Good Faith Effort requirements enumerated under the Supplier Diversity section included within these specifications.

6. BIDDER’S ACKNOWLEDGMENTS

a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required thereunder, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder’s computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.
b. Bidder agrees that bid shall not be withdrawn for a period of ninety (90) days after
scheduled closing time for receipt of bids.

c. Bidder understands that Owner reserves right to reject any or all bids and to waive any
informalities in bidding.

d. Accompanying the bid is a bid bond in the amount of Fifty Thousand Dollars ($50,000).

e. Accompanying this bid is a complete breakdown of all costs (cost component and amount)
comprising the percentage mark-up for each work authorization amount category.

f. It is understood and agreed that bid security of two (2) lowest and responsive Bidders will
be retained until Contract has been executed. It is understood and agreed that if the bid is
accepted and the undersigned fails to execute the Contract as required by Contract
Documents, accompanying bid security will be realized upon or retained by Owner.
Otherwise, the bid security will be returned to the undersigned.

7. BIDDER’S CERTIFICATE Bidder hereby certifies:

a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person,
firm or corporation, and is not submitted in conformity with any agreement or rules of any
group, association or corporation.

b. He has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid.

c. He has not solicited or induced any person, firm or corporation to refrain from bidding.

d. He has not sought by collusion or otherwise to obtain for himself any advantage over any
other Bidder or over Owner.

e. He will not discriminate against any employee or applicant for employment because of
race, color, religion, sex or national origin in connection with performance of work.

f. By virtue of policy of the Board of Curators, and by virtue of statutory authority, a
preference will be given to materials, products, supplies, provisions and all other articles
produced, manufactured, mined or grown within the State of Missouri. By virtue of policy
of the Board of Curators, preference will also be given to all Missouri firms, corporations,
or individuals, all as more fully set forth in "Information For Bidders."
8. **BIDDER’S SIGNATURE**

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

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Phone No.</td>
<td>Federal Employer ID No.</td>
</tr>
<tr>
<td>Fax No.</td>
<td>E-Mail Address</td>
</tr>
</tbody>
</table>

Circle one: Individual Partnership Corporation Joint Venture

If a corporation, incorporated under the laws of the State of ____________

Licensed to do business in the State of Missouri? _____ yes _____ no

(Each Bidder shall complete bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond.)
SUPPLIER DIVERSITY COMPLIANCE EVALUATION FORM

This form shall be completed by Bidders and submitted with the Bidder's Statement of Qualifications form for each diverse firm who will function as a subcontractor on the contract.

The undersigned submits the following data with respect to this firm's assurance to meet the goal for Supplier Diversity participation.

I. Project:

II. Name of General Contractor:

III. Name of Diverse Firm:

Address:

Phone No.: Fax No.:

Status (check one) MBE _____ WBE _____ Veteran _____ Service Disable Veteran _____ DBE _____

IV. Describe the subcontract work to be performed. (List Base Bid work and any Alternate work separately):

Base Bid:

Alternate(s), (Identify separately):

V. Dollar amount of contract to be subcontracted to the Diverse firm:

Base Bid:

Alternate(s), (Identify separately):

VI. Is the proposed subcontractor listed in the Directory of M/W/DBE Vendors and/or the Directory of Veterans maintained by the State of Missouri?

Yes _____ No _____
Is the proposed subcontractor certified as a diverse supplier by any of the following: federal government agencies, state agencies, State of Missouri city or county government agencies, Minority and/or WBE certifying agencies?

Yes ______ No ______ If yes, please provide details and attach a copy of the certification.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Does the proposed subcontractor have a signed document from their attorney certifying the Supplier as a Diverse and meeting the 51% owned and committed requirement?

Yes ______ No ______ If yes, please attach letter.

________________________________________

Signature:

________________________________________

Name:

________________________________________

Title:

________________________________________

Date:
APPLICATION FOR WAIVER

This form shall be completed and submitted with the Bidder's Statement of Qualifications. Firms wishing to be considered for award are required to demonstrate that a good faith effort has been made to include diverse suppliers. This form will be used to evaluate the extent to which a good faith effort has been made. The undersigned submits the following data with respect to the firm's efforts to meet the goal for Supplier Diversity Participation.

1. List pre-bid conferences your firm attended where Supplier Diversity requirements were discussed.

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

3. Note specific efforts to contact in writing those diverse suppliers capable of and likely to participate as subcontractors for this project.

4. Describe steps taken by your firm to divide work into areas in which diverse suppliers/contractors would be capable of performing.

5. What efforts were taken to negotiate with prospective diverse suppliers/contractors for specific sub-bids? Include the names, addresses, and telephone numbers of diverse suppliers/contractors contacted, a description of the information given to diverse suppliers/contractors regarding plans and specifications for the assigned work, and a statement as to why additional agreements were not made with diverse suppliers/contractors.

6. List reasons for rejecting a diverse supplier/contractor which has been contacted.
8. Describe the follow-up contacts with diverse suppliers/contractors made by your firm after the initial solicitation.

________________________________________________________________________

________________________________________________________________________

9. Describe the efforts made by your firm to provide interested diverse suppliers/contractors with sufficiently detailed information about the plans, specifications and requirements of the contract.

________________________________________________________________________

________________________________________________________________________

10. Describe your firm's efforts to locate diverse suppliers/contractors.

________________________________________________________________________

________________________________________________________________________

Based on the above stated good faith efforts made to include supplier diversity, the bidder hereby requests that the original supplier diversity percentage goal be waived and that the percentage goal for this project be set at ________ percent.

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

Signature

Name __________________________

Title __________________________

Company _______________________

Date __________________________
AFFIDAVIT

“The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of ____________________________ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or directly to the Contracting Officer current, complete and accurate information regarding actual work performed on the project, the payment, therefore, and any proposed changes, if any, of the project, the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.”

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

Signature ____________________________________________

Name ________________________________________________

Title ________________________________________________

Date ________________________________________________

Corporate Seal (where appropriate)

Date ________________________________________________

State of ____________________________________________

County of ____________________________________________

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

(Seal)

Notary Public _________________________________________

Commission expires ___________________________________
AFFIDAVIT FOR AFFIRMATIVE ACTION

State of Missouri )
 ) ss.
County of )

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

Subscribed and sworn before me this _______________ day of ____________________, 20________.

My commission expires __________________________________________, 20________.
CERTIFYING SUPPLIER DIVERSITY AGENCIES

Diverse firms are defined in General Conditions Articles 1.1.7 and those businesses must be certified as disadvantaged by an approved agency. The Bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a diverse firm by the Owner.

St. Louis Development Corporation
1520 Market St., Suite 2000
St. Louis, MO 63101
314/657-3700; 314/613-7011 (Fax)
CONTACT: Minority Business Development Manager

St. Louis Minority Business Council
211 N. Broadway, Suite 1300
St. Louis, MO 63102
314/231-5555
CONTACT: Executive Director

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
1222 Spruce Street, Suite 10.103
St. Louis, MO 63101
314/539-6600; 202/481-6565 (Fax)
CONTACT: Business Opportunity Specialist

Lambert St. Louis International Airport
11495 Navaid
Bridgeton, MO 63044
314/551-5000; 314/551-5013 (Fax)
CONTACT: Program Specialist

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
816/513-1836; 816/513-1805 (Fax)
CONTACT: Minority Business Specialist

Mid-States Minority Supplier Development Council
One U.S. Bank Plaza #1820
St. Louis, MO 63101
317/923-2110
CONTACT: info@midstatesmsdc.org

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
1000 Walnut, Suite 500
Kansas City, MO 64106
816/426-4900; 816/426-4939 (Fax)
CONTACT: Business Opportunity Specialist

Missouri Department of Transportation
Division of Construction
P.O. Box 270
Jefferson City, MO 65102
573/751-6801; 573/526-5640-6555 (Fax)
CONTACT: Disadvantaged Business Enterprise Coordinator

Illinois Department of Transportation
MBE/WBE Certification Section
2300 Dirksen Parkway
Springfield, IL 62764
217/782-5490; 217/785-1524 (Fax)
CONTACT: Certification Manager

State of Missouri-Office of Administration
Office of Supplier & Workforce Diversity
P.O. Box 809
Jefferson City, MO 65102
573/751-8130; 573/522-8078 (Fax)
CONTACT: MBE/WBE Certification Coordinator
Minority Newspapers

Dos Mundos Bilingual Newspaper
902A Southwest Blvd.
Kansas City, MO 64108
816-221-4747
www.dosmundos.com

Kansas City Hispanic News
2918 Southwest Blvd.
Kansas City, MO 64108
816/472-5246
www.kchispanicnews.com

The Kansas City Globe
615 E. 29th Street
Kansas City, MO 64109
816-531-5253
www.thekcglobe.com/about_us.php

St. Louis American
4144 Lindell
St. Louis, MO 63108
314-533-8000
www.stlamerican.com

St. Louis Chinese American News
1766 Burns Ave, Suite 201
St. Louis, MO 63132
314-432-3858
www.scannews.com

St. Louis Business Journal
815 Olive St., Suite 100
St. Louis, MO 63101
314-421-6200
www.bizjournal.com/stlouis

Kansas City Business Journal
1100 Main Street, Suite 210
Kansas City, MO 64105
816-421-5900
www.bizjournals.com/kansascity
AFFIDAVIT OF SUPPLIER DIVERSITY PARTICIPATION

The apparent low Bidder shall complete and submit this form within 48 hours of bid opening for each Diverse firm that will participate on the contract.

1. Diverse Firm: 
   Contact Name: 
   Address: 
   Phone No.: Email: 
   Status (check one) MBE □ WBE □ Veteran □ Service Disabled Veteran □ DBE □

   If MBE, Certified as (circle one): 1) Black American 2) Hispanic American 3) Native American 4) Asian American

2. Is the proposed diverse firm certified by an approved agency [see IFB article 15]? Yes □ No □
   Agency: [attach copy of certification authorization from agency]
   Certification Number:

3. Diverse firm scope work and dollar amount of participation (List Base Bid and Alternate work separately):
   The final Dollar amount will be determined at substantial completion:

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<th>Bid/Contract Amount</th>
<th>Final Dollar Amount</th>
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<tr>
<td>Alternate # 1</td>
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<td>Alternate # 5</td>
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<tr>
<td>Alternate # 6</td>
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The undersigned certifies that the information contained herein (i.e. Scope of Work and Bid/Contract Amount) is true and correct to the best of their knowledge, information and belief.

General Contractor: Diverse Firm: 
Signature: Signature: 
Name: Name: 
Title: Title: 
Date: 

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

General Contractor: Diverse Firm: 
Signature: Signature: 
Name: Name: 
Title: Title: 
Date: 

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1. **CONTRACT DOCUMENTS**

1.1 Specifications and other related contract information may be obtained at [https://designconstruction.mst.edu/bidsrfpsrfqs/](https://designconstruction.mst.edu/bidsrfpsrfqs/). Electronic bid sets are available at no cost and may be printed as desired by the plan holders. No paper copies will be issued. If paper copies are desired, it is the responsibility of the user to print the files or have them printed. Questions should be directed to the office of Design, Construction and Space Management by email at garrettja@mst.edu or by phone at (573) 341-6368.

2. **PROPOSER’S OBLIGATIONS**

2.1 Before submitting proposals, each proposer shall carefully examine Request for Proposals and related contract documents, visit site of work and fully inform himself as to all existing conditions, facilities, restrictions and other matters which can affect the work or the cost thereof.

2.2 Each proposer shall include in his proposal the cost of all work and materials required to complete the contract in a first-class manner as herein after specified.

2.3 Failure or omission of any proposer to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with existing conditions, shall in no way relieve him from any obligation with respect to his proposal or contract, and no extra compensation will be allowed by reason of anything or matter concerning which proposer should have fully informed himself prior to proposing.

2.4 Submission of proposals shall be deemed acceptance of the above obligations and each and every obligation required to be performed by all of the contract documents in the event the proposal is accepted.
3. INTERPRETATION OF DOCUMENTS

3.1 If any prospective proposer is in doubt as to the true meaning of any part of the Request for Proposal or contract documents, he shall submit a written request to the Owner for an interpretation.

3.2 Requests for such interpretations shall be delivered to the Owner at least one (1) week prior to time for receipt of proposal.

3.3 Proposals shall be based only on interpretations issued in the form of addenda mailed to each person who is on the Owner’s record as having received a set of the contract documents.

4. PROPOSALS

4.1 If a proposal is organized in such a fashion which makes evaluation very difficult, overly time-consuming or in the Owner's opinion "unreasonable", the Proposer may be considered non-responsive.

4.2 All prices must be guaranteed for a minimum of one hundred twenty (120) days from the date for proposal submission deadline.

4.3 Proposals shall be presented in sealed envelopes as indicated in the Proposal Instructions contained herein and delivered to the building and room number specified in the Advertisement for Proposals. Proposers shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was mailed in time to be received before scheduled closing time for receipt of proposals, nor shall it be sufficient to show that a proposal was somewhere in a university facility.

4.4 The proposer's price shall include all federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work. City and State taxes shall not be included as defined within paragraph 3.16 of the General Conditions.

4.5 No proposer shall stipulate in his proposal any conditions not contained in the proposal form.

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

4.7 Upon submission, all proposal material becomes the property of the University.

5. MODIFICATION AND WITHDRAWAL OF PROPOSALS

5.1 The proposer may withdraw his proposal at any time prior to scheduled closing time for receipt of proposals, but no proposer may withdraw his proposal for the period of time specified in the Request for Proposal after scheduled closing time for receipt of proposals.
5.2 Only telegrams, letters and other written requests for modifications or correction of previously submitted proposals, which are addressed in the same manner as proposals, and are received by Owner prior to scheduled closing time for receipt of proposals, will be accepted and proposals corrected in accordance with such written requests with following provision:

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

6. SIGNING OF PROPOSALS

6.1 Proposals which are signed for a partnership shall be manually signed in the firm name by at least one partner or in the firm name by Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to proposal, a Power of Attorney evidencing authority to sign the proposal, dated the same date as the proposal and executed by all partners of the firm.

6.2 Proposals, which are signed for a corporation, shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name. Title of office held by the person signing for the corporation shall appear below the signature of the officer.

6.3 Proposals which are signed by an individual doing business under a firm name, shall be manually signed in the name of the individual doing business under the proper firm name and style.

6.4 Proposals which are signed under joint venture shall be manually signed by officers of the firms having authority to sign for his firm.

7. PROPOSAL SECURITY

7.1 Each proposal shall be accompanied by a bid bond, certified check, cashier's check or irrevocable letter of credit, acceptable to and payable without condition to The Curators of the University of Missouri, in the amount of $50,000.

7.2 Proposal security is required as a guarantee that proposer will enter into a written contract within the time and in form as specified in these specifications: and if successful proposer fails to do so, the proposal security will be realized upon or retained by the Owner.

7.3 If a bid bond is given as proposal security, the amount of the bid bond must be stated as an amount equal to $50,000. The bid bond shall be executed by both the proposer and a duly qualified surety company qualified to do business in the State of Missouri.

7.4 It is specifically understood that the proposal security is a guarantee and shall not be considered as liquidated damages for failure of proposer to execute and deliver
his contract and performance bond, nor limit or fix proposer’s liability to Owner for any damages sustained because of failure to execute and deliver the required contract and performance bond.

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

8. AWARD OF CONTRACT

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

8.2 In awarding the contract, the Owner may take into consideration the proposer’s ability to handle promptly the additional work, skill, facilities, capacity, experience, ability, responsibility, previous work and financial standing of proposer; quality, efficiency and construction of equipment proposed to be furnished; period of time within which equipment is proposed to be furnished and delivered; and necessity of prompt and efficient completion of work herein described. Inability of any proposer to meet the requirements mentioned above may be cause for rejection of his proposal.

9. EXECUTION OF CONTRACT

9.1 The Contractor shall submit within fifteen (15) days from receipt of notice the following documents.
   1. Contract
   2. Insurance Certificates

9.2 No Proposal will be considered binding upon the Owner until the fully executed contract and required documents have been furnished. Failure of Contractor to execute and submit these documents within the time period specified will be treated, at the option of the Owner, as a breach of the Proposers Guarantee Obligation under Article 7 and the Owner shall be under no further obligation to Proposer.

10. CONTRACT SECURITY

10.1 The Contractor shall procure and furnish a Performance bond and a Payment bond in the form prepared by Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the Work Authorization, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee Contractor’s faithful performance of this Contract, including but not limited to Contractor’s obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment
of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guaranty Period as required by the Contract Documents.

10.2 The bonds required hereunder shall be meet all requirements of Article 11 of the General Conditions for Construction Contract included in the contract documents.

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

10.4 If any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the performance bond, the contractor shall, within five (5) days after notice from the Owner, substitute an acceptable bond signed by such other surety or sureties as may be satisfactory to Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be due nor made until the new acceptable bond is furnished to the Owner.

11. NUMBER OF CONTRACT DOCUMENTS

11.1 The Owner will furnish the Contractor a copy of the executed contract and performance and payment bond.

11.2 The Owner will furnish the Contractor an electronic of copy of specifications, drawings, and supplemental drawings for each job order.

12. MISSOURI PRODUCTS AND MISSOURI FIRMS

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

13. SUPPLIER DIVERSITY

13.1 The contractor will be required to adhere to the supplier diversity requirements included in the Supplemental Information for Proposers.
14. **SUPPLIER DIVERSITY PERCENT GOAL COMPUTATION**

14.1 The total dollar value of the work awarded to the Supplier Diversity Firms by the successful proposer will be counted towards the applicable percentage of the entire contract.

14.2 The proposer may count toward the Supplier Diversity only work awarded to Supplier Diversity Firms that perform a commercially useful function. A Supplier Diversity Firm shall be considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved.

14.3 The proposer may count toward its Supplier Diversity goal expenditures for materials and supplies obtained from diverse suppliers and manufacturers, provided the diverse firm assumes the actual and contractual responsibility for the provision of the materials and supplies.

14.4 The proposer may count its entire expenditure to a diverse manufacturer. A Manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.

14.5 The proposer may count twenty percent (25%) of its entire expenditures to diverse firms that do not meet the definition of a subcontractor, a manufacturer, nor a supplier. Such diverse firms may arrange for, expedite, or procure portions of the work but not actively engaged in the business of performing, manufacturing, or supplying that work.

14.6 The proposer may count toward the Supplier Diversity goal that portion of the total dollar value of the work awarded to a certified joint venture equal to the percentage of the ownership and control of the diverse partner in the joint venture.

14.7 If the proposer intends to enter into a joint venture with a Supplier Diversity Firm, the joint venture proposers shall submit a "Supplier Diversity Compliance Evaluation Form for Joint Ventures" with their proposal.

14.8 Diverse firms are defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents, and as those businesses certified as disadvantaged by an approved agency. The Proposer is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed in the proposal form document “Supplier Diversity Certifying Agencies”. Any firm listed as disadvantaged by any of the identified agencies will be classified as a diverse firm by the Owner.

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

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

END OF SECTION
Supplemental Information for Proposers – Master Construction Agreement

Description of the Process:

General: The Missouri University of Science & Technology is seeking a General Contractor (Contractor) to perform traditional general contracting services, management and supervision on multiple projects on the Columbia campus for one year with the option of annual renewals not to exceed a total of five years. The Contractor shall have a permanent office located within a one-hour drive time to the campus from which to administer this contract. This location shall be subject to the Owner’s approval. Development of plans and specifications and other documents required to define the Work will be by others. All projects shall be performed under the terms defined herein under a single, master construction agreement (contract) between the Owner and the Contractor. Work authorizations executed by both parties will serve as the formal agreement on a project by project basis with each Work Authorization considered a stand-alone project.

Use of this Master Construction Agreement is solely at the discretion of the Owner and there is no guarantee of a minimum volume of work. No individual project will be less than $75,000. No individual project will exceed $1,000,000. The $1,000,000 limit shall include the Contractor’s percentage mark-up. There is no aggregate limit over the maximum five-year term. The Owner makes no representation of the anticipated number of projects to be completed under this term contract, dollar value of individual projects or the total dollar value. Multiple projects may be ongoing simultaneously. Preconstruction services may be required on a project by project basis as described herein. Supplier diversity requirements apply to all work accomplished under this agreement. The terms “project” and “work authorization” have the same meaning. The terms “percentage mark-up” and “coefficient” shall have the same meaning.

Annual Renewals Owner: In the event the Owner declines to renew the Contract, the Owner shall notify the Contractor of that decision at least one-month prior to the expiration date of the Contract. The Contractor shall faithfully and diligently complete all work authorizations underway at the time, including all work authorizations and related requirements that extend beyond the Contract expiration date. All requirements of the Contract shall be in full force and effect until all such work authorizations are fully completed and finally accepted by the Owner, including applicable guarantee and warranty periods.

Annual Renewals Contractor: In the event the Contractor determines it is not in their best interests to accept a Contract renewal, they shall notify the Owner in writing not less than three months prior to the expiration date of the Contract advising the Owner of their decision. This notification in no way relieves the Contractor of their obligations under the terms of the Contract but is only submitted to notify the Owner in sufficient time for the Owner to re-advertise the Contract. The decision by the Contractor to not renew will have no bearing on the Contractor’s status with the Owner related to other projects.

If the Owner terminates the contract either for cause or for convenience, the Owner may contract with the second low bidder at the rates originally bid, provided the second low bidder is willing to execute the Owner’s contract. Further, the Owner reserves the right to execute with the second low bidder in the absence of any such termination. If the latter
occurs, the Contractor (original low bidder) will be notified and will not be awarded any additional Work Authorizations.

**Bonds and Insurance:** At the time the Master Agreement is executed, the Contractor will provide insurance certificates for all policies specified in Article 11 of the General Conditions of the Contract for Construction which shall provide coverage for all Work Authorizations issued under the Master Agreement, with the exception of the Builder’s Risk policy. The certificate for the Builder’s Risk policy will provide with the execution of each individual Work Authorization. Performance and payment bonds will not be required at the time the Master Agreement executed. Performance and Payment bonds will be executed with each individual Work Authorization in the amount of the Work Authorization. The cost of all insurance and bonds shall be included in the Contractor’s percentage mark-up coefficient bid in the four project size categories described herein.

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

Items to be excluded from the percentage markup coefficients:

(a) preconstruction services as defined herein to be negotiated on project by project basis,

(b) onsite superintendent the need and extent of need for a superintendent will be determined on a project by project basis and negotiated and included in the Contractor’s GMP,

(c) site services which are work scopes that may not apply to every Work Authorization or are difficult to quantify and will be funded through an allowance in the GMP,

(d) subcontract values and the value of the Contractor’s accepted bid (self-perform) for a work scope which was competitively bid by the Contractor, also included in the GMP

**Cost of Work:** The Cost of Work is defined as the sum of all accepted subcontracted amounts; the amount of the Contractor’s accepted bid for a work scope included in a bid package; and allowances, including Site Services allowance.
Preconstruction: The Owner may require the Contractor to provide preconstruction services on a per project basis. In this event, the Owner will provide a scope of preconstruction services to be performed and negotiate a fee based on the applicable hourly rates negotiated and accepted by the Owner. A change order will be executed for preconstruction services following the successful negotiation of a preconstruction fee. The Contractor shall enter the breakdown of costs related to preconstruction services into the Owner’s project management software and may bill as applicable.

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

In general, projects designed by private design firms will not require estimating services from the Contractor. However, projects designed by the Owner’s staff may require estimates from the Contractor and are considered preconstruction services.

General Contractor Bid: The Contractor shall provide four bids expressed as a percentage mark-up to be applied against the Cost of Work on a per project basis in accordance with Table 1. below. One percentage mark-up bid will apply to work authorizations with a Cost of Work between $75,000 and $250,000 with a 90-day schedule. The second percentage mark-up bid will apply to work authorizations with a Cost of Work between $250,000 and $500,000 with a 130-day schedule. The third percentage markup will apply to work authorizations with a Cost of Work between $500,000 and $750,000 with a 180-day schedule. The fourth percentage markup will apply to work authorizations with a 230-day schedule and a Cost of Work greater than $750,000, not to exceed $1,000,000 including the Contractor’s markup. Any proposed GMP exceeding $1,000,000 will not be executed. No additional expenses or add-ons will be considered, either as a component of the Contractor’s percentage mark-up or within a GMP. The weighting to be applied to the percentages and rates bid is defined herein.

The percentage markup “fee” derived by multiplying the applicable percentage by the Cost of Work on each Work Authorization is based solely on the Cost of Work and will not be adjusted based on the duration of the construction schedule in any way except as specified herein.

The Contractor shall bid a Daily Unit Price for services provided under this contract detailed in the Services Provided paragraph above. The daily unit price will be used to adjust the value of the Contractor’s percentage markup value (amount derived from applying the percentage markup coefficient to the cost of work) in the event the Owner approves a schedule longer in duration than that represented in Table 1. - Percentage Markup Project Value and Construction Schedule Table. The Daily Unit Price shall only be applied to additional compensable schedule days as approved by the Owner. An increase in schedule over those durations illustrated in Table 1. will not automatically result in a corresponding daily increase in the markup to be paid to the Contractor. The actual number of compensable days will be determined and approved by the Owner based on the circumstances on a per project basis. In the event additional days are approved by the Owner at the completion of the design phase which exceed the durations indicated in Table 1. and the Contractor finishes within the timeframes described in Table 1., the Owner reserves the right to deduct, in whole or in part, the daily unit price value of the additional days from the amount payable to the Contractor.
The Contractor shall also bid a daily rate for onsite supervision (superintendent). This rate shall be applied on a per project basis in the event inclusion of an onsite superintendent is approved by the Owner. The daily rate will be multiplied by the number of days of supervision approved by the Owner to establish the supervision costs to be paid to the Contractor. Compensation for additional onsite supervision will not be allowed due to late completion. In the event a compensable time extension is issued via change order and additional onsite supervision is required, the Contractor markup value will be adjusted using the daily onsite supervision rate as applicable. In the event additional days are approved by the Owner at the completion of the design phase which exceed the durations indicated in Table 1. and the Contractor finishes within the timeframes described in Table 1., the Owner reserves the right to deduct, in whole or in part, the daily rate for supervision value of the additional days from the amount payable to the Contractor. The cost of onsite supervision is not to be included in the percentage markup coefficient but will be included in the GMP.

Construction Schedules: The Owner recognizes the incentive the Contractor has to complete each Work Authorization in an efficient and timely manner. In general, the Owner’s intent is that all work authorizations will be completed within the applicable timeframes as indicated in Table 1. However, Table 1. is not intended as an absolute, meaning not every project between $75k and $250K will have a 60-calendar day schedule. The same is applicable to the other construction schedule categories in the table. The construction schedule will be established during the design phase based on work scope, lead times, Owner occupancy needs and other considerations that impact the pace of construction. The Contractor will provide input into the establishment of the construction schedule and will advise the Owner on issues impacting the schedule, but the Owner will have final approval. The approved construction schedule will be specified in the subcontractor bidding documents.

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

<table>
<thead>
<tr>
<th>Cost of Work</th>
<th>Construction Schedule (from NTP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75K-$250K</td>
<td>90 calendar days</td>
</tr>
<tr>
<td>$250K-$500K</td>
<td>130 calendar days</td>
</tr>
<tr>
<td>$500K-$750K</td>
<td>180 calendar days</td>
</tr>
<tr>
<td>&gt;$750K, total NTE $1M*</td>
<td>230 calendar days</td>
</tr>
</tbody>
</table>

*As noted above, work authorizations with a Cost of Work greater than $750,000 shall not exceed $1,000,000 including the percentage fee markup.

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

(a) the Contractor’s percentage mark-up for work authorizations between $75,000 and $250,000 multiplied by $7,000,000, plus
(b) the Contractor’s percentage mark-up for work authorizations between $250,000 and $500,000 multiplied by $7,000,000, plus
(c) the Contractor’s percentage mark-up for work authorizations between $500,000 and
$750,000 multiplied by $8,000,000, plus
(d) the Contractor’s percentage mark-up for work authorizations between $750,000 and $1,000,000 multiplied by $8,000,000 plus
(e) the Contractor’s Daily unit price for services provided under this Contract multiplied by 2,000, plus
(f) the Contractor’s Daily rate for onsite supervision multiplied by 2,000

Onsite Supervision: The Owner recognizes that a full-time, onsite superintendent will not be required on all work authorizations and will add unnecessary cost. As such, the need and costs associated with the inclusion of onsite supervision (superintendent) will be negotiated on a per project basis and said costs shall not be included in the percentage mark-up. During the design phase the Owner and Contractor will review the requirements of the project and determine the need for an onsite superintendent, whether full-time, part-time, task specific or none required. Subject to Owner approval and based on the onsite superintendent strategy accepted by the Owner, the Contractor may either (1.) add a superintendent line item to the GMP using the daily rate to establish the total superintendent cost; or (2.) add a superintendent allowance to the GMP from which to fund an onsite superintendent based on time spent.

Regardless of the level of onsite supervision (superintendent) approved by the Owner as described immediately above, the Contractor remains fully obligated to supervise and direct the Work and have a responsible party available at all times. In the absence of an onsite superintendent, the Contractor’s project manager shall serve in this role. The project manager shall visit the site regularly as required and as requested by the Owner, but not less than daily, and shall assume all responsibilities normally delegated to the superintendent. In this event, the PM’s costs related to onsite visits and supervision shall be included in the percentage markup.

Negotiated Rates: After receipt of bids but prior to the award of the Contract, the Owner will notify the three Contractors having submitted the lowest aggregate bids and request hourly rates for the project manager(s) to be assigned to this project, hourly rates for estimating services and hourly rates for carpenters, laborers and operators (to be used to complete site services). The Owner will review these rates and either accept them as submitted or negotiate with the Contractor until rates acceptable to the Owner are established. If agreement on the rates cannot be reached between the Owner and the Contractor, the Contractor’s bid will be rejected and the Owner shall begin negotiations with the next low bidder.

Project Manager Rate: During the preconstruction Phase this rate shall be applied on a per project basis in the event preconstruction services are requested by the Owner. The project manager hourly rate will be multiplied by the number of project manager hours approved by the Owner for preconstruction Services or shall be the hourly unit cost for preconstruction services performed by the project manager on a time expended basis. In the event additional days are approved by the Owner at the completion of the design phase which exceed the durations indicated in Table 1., no additional project manager hours will be considered. In the event a compensable time extension is issued via change order and additional project manager time is approved by the Owner, the Contractor markup value will be adjusted using the project manager hourly rate. The additional project manager time is not to be considered day for day on time extensions and is subject to Owner approval. Compensation for additional project manager time will not be allowed due to late completion. This rate will not apply to the project manager’s routine, voluntary attendance of design meetings, which are to be included in the percentage markup.
**Estimating Services Rate:** The all-inclusive estimating services rate will be used on a per project basis during the preconstruction phase to establish the Contractor's fee for providing project estimates. If the project manager is part of the Contractor’s estimating team, the project manager expense shall be included in the estimating services rate. The hourly rate will be multiplied by the number of estimating hours approved by the owner for estimating services or shall be the hourly unit cost for estimating services when performed based on a time expended basis.

**Site Services:** The Owner acknowledges that certain project specific tasks will not be required on every project, are variable in nature and may best be performed directly by the Contractor. On a project by project basis the Owner and Contractor shall determine the applicable work scopes for inclusion as a Site Service and allowance amount(s) to cover Site Services costs. The allowance(s) for Site Services shall be included in the GMP and shall include an itemization of the work scopes to be completed under Site Services. The Contractor may use funds from this allowance to complete the Site Services scopes on a time and material basis based on the carpenter, laborer and operator or other applicable trade rates negotiated post-bid. Use of these Site Services funds requires the approval of the Owner and daily time sheets must be submitted to the Owner for approval. The entity performing the work will prepare the daily time sheets for review and approval by the Contractor’s superintendent or project manager. The Contractor's project manager shall submit the approved time sheets to the Owner for approval. Following Owner approval, the Contractor shall bill the approved amount against the applicable allowance. Allowance expenditures shall be billed on a monthly basis. The Contractor shall submit a summary of allowance expenditures with each monthly payment application. The approved trades and rates shall be included in the GMP submission.

**Site Services: (Not included in the Percentage Mark-ups)**

1. Jobsite trailer - The need for a jobsite office trailer will be determined on a case by case basis subject to Owner approval and the cost negotiated. Jobsite office supplies and equipment are to be included in the percentage mark-ups.
2. Storage trailer expenses – Need will be determined subject to Owner approval and negotiated.
4. Temporary and permanent utilities – As a general rule, the Contractor shall be allowed to utilize Owner utilities necessary for the completion of the Work (electric, steam, chilled water, potable water, etc.) free of charge and the costs therefore are to be excluded from the percentage markups. Exceptions will be negotiated. The cost to connect and disconnect shall be a Cost of Work.
5. Cleanup, dumpsters, dump fees – Managed as site service if required,
6. Install and maintain safety barriers – Managed as site service
7. Traffic control – Managed as site service
8. Dust control, sidewalk/roadway cleaning – Managed as site service
9. General cleanup and dumpsters – Managed as site service
10. Temporary toilets – Managed as site service
11. Temporary signage – Managed as site service
12. Snow removal – Managed as site service
13. Erection and maintenance of project fencing – Managed as site service
14. Weather protection – Managed as site service
15. Travel and Lodging – Not compensable
16. Onsite Superintendent

Work Authorization Execution: The Contractor shall execute the formal Work Authorization on the Owner’s form, provide performance and payment bonds on the Owner’s form and applicable insurance documents within ten (10) calendar days of their receipt from the Owner. If the Contractor fails to return the executed documents within the ten days the construction schedule will commence but no work will be allowed until the Notice to Proceed is issued. The Owner will issue the Notice to Proceed within seven (7) calendar days of receipt of the properly executed documents. The date on which the Notice to Proceed is issued by the Owner starts the Construction schedule unless the construction schedule commences at the end of the ten-day period specified above.

Expedited Delivery: In the event a shorter time for execution of the Work Authorization and issuance of the Notice to Proceed is required, the Contractor and Owner shall agree on an appropriate timeframe and work together to minimize time to Notice to Proceed, including timeframes for subcontractor bidding, preparation and approval of the GMP, execution of the Work Authorization and issuance of the Notice to Proceed.

Hourly Rate Adjustments: The Owner acknowledges the hourly rates submitted for management, supervision and work trades may increase over the term of this Contract. The Contractor must notify the Owner promptly in the event of such an increase and provide written justification for the Owner’s consideration. The Owner makes no guarantee that the rate adjustment will be approved but will give reasonable consideration to verifiable increases. Increases known at the time of bidding shall be included in the rates provided. In no case shall an hourly rate increase exceed five (5) percent annually. No adjustment will be allowed to the Contractor’s percentage mark-up over the term of this Contract.

Subcontractor Bidding Process: The Contractor will be responsible for developing bid packages and bid forms on a per project basis for approval by the Owner. The use and application of subcontractor bonding or subcontractor default insurance is not allowed under this contract unless authorized by the Owner prior to the solicitation of subcontractor bids. The Contractor shall take appropriate measures to ensure that no less than three bids are received for each bid package. In addition, a minimum of two diverse firms must be contacted directly and invited to bid in the same manner as non-diverse firms. With each work authorization the Contractor shall notify every diverse firm in their database as described above. All bidding subcontractors shall be briefed on their responsibilities related to Supplier Diversity. The duration of the subcontractor bid solicitation process will be established during the design phase and is subject to Owner approval. The Contractor shall receive and evaluate all bids received in an “open book” process with the Owner. The bids may be received electronically at the Contractor’s office. The content of all bids shall be kept confidential between the Contractor, the Owner and the Owner’s Architect until after award of the work authorization. The Contractor shall review all bids received and ensure compliance with requirements. The Contractor shall submit letters of recommendation for award of subcontracts for the Owner’s approval. The letter shall include copies of all bids received, itemize all bids received, any post bid adjustments in subcontractor bids, reason for adjustments, the recommended subcontractor and the reason for not awarding to low bidder if applicable. The Owner reserves the right to reject the Contractor’s subcontractor recommendation in whole or in part. In that case the Owner and Contractor will negotiate a resolution.

Supplier Diversity: The Proposer is required to make a good faith effort to locate and subcontract with diverse firms and promote the inclusion of sub- subcontractor participation
among non-diverse subcontractors. Supplier diversity goals apply on every work authorization issued under this Contract as follows. For projects anticipated to be less than $500,000, the goal will be a 10% combined supplier diversity goal for MBE, WBE, Veterans, and DBE; and a 3% goal for SDVE. For projects anticipated to exceed $500,000 the goals shall be 10% MBE, 3% SDVE and 10% WBE, Veteran and, DBE combined. The 3% preference for meeting the SDVE goals do not apply.

With the exception of items 1. and 9., the Contractor is required to complete the itemized good faith efforts listed below on all work authorizations unless otherwise directed by the Owner.

1. In conjunction with the Owner, the Contractor shall schedule and conduct annual outreach meetings with diverse and non-diverse firms. These meetings will be designed to educate diverse and non-diverse subcontractors on the opportunities available through this contract, provide an opportunity for subcontractors to network and provide an opportunity for diverse subcontractors to register for inclusion in the Contractor’s database. These meetings will be widely advertised through various organizations and media within the State of Missouri.

2. The Contractor shall maintain a comprehensive database of diverse firms and shall notify all firms in the database prior to the release of subcontractor bid solicitations. The notifications shall state that their services were being solicited and include the Contractor’s contact information as well as contact information for the subcontractor firms invited to submit bids, shall include a summary of the anticipated bid packages, their anticipated advertisement and bid due dates. In addition, information about the drawings, requirements of the contract, and clear scopes of work shall be included. The database shall be reviewed with the Owner at project initiation and shall be updated continuously.

3. The Contractor shall invite at least two diverse firms in addition to non-diverse firms to submit bids on every work authorization.

4. The Contractor shall include the above goals in all subcontractor bid solicitations, including diverse firms, and shall require subcontractors invited to bid to make a good faith effort to solicit bids from diverse firms. For purposes of this requirement, a subcontractor’s good faith effort is defined as multiple direct contacts via email with multiple diverse firms. Such email contacts shall include bid invitations and associated information required for bidding. The subcontractor shall conduct email follow-ups with those diverse firms prior to the bid due date. Copies of all emails and diverse firm bids shall be submitted to the Contractor with the subcontractor’s bid. Subcontractors not making a good faith effort does not improve, that firm may be excluded from bid invitations under this Contract for a period of six months.

5. During the bidding phase of each project, the Contractor shall email subcontractors invited to bid, including diverse firms, to reinforce the goal requirements and request an email summary of the subcontractor’s efforts to date in seeking diverse participation. If a diverse firm was not utilized after
receipt of bids, whether as a subcontractor or a sub-subcontractor, document and explain the reason why.

6. Copies of all emails and responses to those emails, whether from the Contractor, a subcontractor or diverse firm, and other pertinent information shall be included with the Contractors GMP documents under Tab 3.

7. The Contractor shall include dedicated language in subcontractor bid solicitations detailing subcontractor goal requirements, good faith effort requirements for soliciting bids from diverse firms, reporting requirements and a link to the Contractors diverse firm database. This language is subject to Owner approval.

8. During the design phase of each project, the Contractor shall review with the Owner opportunities to divide the work into packages suitable for subcontracting to diverse firms.

9. Over the term of this Contract, the Contractor shall meet with the Owner on a quarterly basis to evaluate the Contractor’s success in involving diverse firms and identify additional strategies to improve supplier diversity inclusion.

**Guaranteed Maximum Price (GMP):** The Contractor shall submit an itemized Guaranteed Maximum Price (GMP) in the format provided herein within three business days of receipt of the final subcontractor bids. The GMP shall include itemized subcontractor costs by scope, self-performed work if bid successfully by the Contractor, the allowance for performance of site services, other allowance(s) approved in advance by the Owner, the Contractor’s mark-up percentage and all early release packages, if applicable. The Contractor shall not include any contingency in the GMP. The Owner has the right to reject the Contractor’s GMP for any reason but specifically if it exceeds the Owner’s funding availability, includes line item costs not included in the Owner’s GMP format or includes markups or other costs deemed unreasonable by the Owner. The Contractor shall stay in communication with the Owner during preparation of the GMP informing the Owner of any irregularities and seeking resolution prior to submission of the GMP.

Any clarifications to be included in the GMP supporting documents shall be agreed to by the Owner prior to submission of the GMP. The Owner will issue the unexecuted work authorization within seven calendar days of acceptance of the Contractor’s GMP. At final completion of the work and prior to final payment on each work authorization, the Contractor shall credit back to the Owner the remaining balances in all allowance line items, including site services and other residual funds itemized within the GMP and held by the Contractor. These credits shall be equal to the value of the remaining balance only and shall not include deducts for OH&P.

**Allowances:** The Owner acknowledges that there may be circumstances on a project by project basis that warrant consideration of additional allowances to be included within the GMP and managed on a time and material basis. In this event the Contractor, the Owner and the Architect shall agree on the appropriate scope(s) and allowance amount(s) to be included in the GMP. Allowance funds not fully expended may be moved into other allowance categories with the Owner’s approval. In the event an allowance amount included in the GMP is insufficient to cover the cost of the Work contemplated by the allowance, the Owner will consider providing additional funds to the extent required to complete the allowance Work. Such additional funding will only be considered when; (a) the Contractor has been properly authorized to expend the allowance funds included in the GMP; (b) the Contractor has managed the allowance work scope effectively;
(c) the Contractor has provided the Owner with advance notice that allowance funds set aside in the GMP for a particular task may be insufficient based on conditions being encountered; (d) the Contractor provides documentation substantiating the need for additional allowance funds. Any allowance increase will be executed via change order. No additional Contractor mark-up will be allowed on allowance increases. Rock removal, removal of unsuitable materials, asbestos abatement, and similar scopes shall not be allowances but shall be managed as a base bid quantity with unit prices for more or less unless a more suitable solution is identified.

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

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

Additional review time may be required if the Owner has questions regarding the content of the GMP. If the Contractor has clarifications related to the GMP documents they must be submitted for Owner consideration at least two weeks prior to the formal submission of the GMP. If the clarifications are approved by the Owner, they will be included in the GMP documents under Tab 11, Exhibit 8, GMP Clarifications. No exceptions or exclusions to the contract documents will be considered. Failure of the Construction Manager to submit the documents in the proper form does not constitute an Owner delay.

FORMAT for Submission of GMP

Master Construction Agreement – Missouri S&T Project Number ___
Work Authorization Project Number __________
Work Authorization Number _________
Date __________________________

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

Tab 1.

GMP Pricing Summary:

1. Itemized list of recommended or accepted subcontractor or self-perform bids by bid package/scope. Include base bid amount.
2. Accepted alternate amount(s).
3. Itemized list allowances included either in subcontractor bid packages or held by the Contractor as a GMP line item. Include allowance purpose, amount and holder. Include superintendent allowance if applicable. Show site services separately.
4. Site Services: Show site service allowance amount, scopes to be managed as site services and applicable craft and equipment hourly rates to be utilized.
5. Superintendent cost if applicable in the Owner approved amount.
6. Other line item costs previously approved by the Owner for inclusion in the GMP (if applicable).
7. Total of above 1 through 6.
8. Percentage fee markup percentage taken against value of 7 plus daily unit price adjustment for schedule duration.
9. Total of 7 and 8.
10. Previously executed Early Release Authorizations. Note: ERA’s shall include applicable percentage fee markup.
11. Total of 9 and 10 = GMP

Include listing of unit prices including base bid quantities and unit price value.

Tab 2.

Subcontractor Supporting Documents:

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

Tab 3.

Supplier Diversity:

1. Summary of participation by subcontractor including values and percentages.
3. Applicable Affidavit of Supplier Diversity Participation Forms.
4. Copies of emails, phone logs, bid solicitation, subcontractor Good Faith Effort documentation and other applicable documentation pursuant to items 2 through 8 in the Supplier Diversity section of the Master Construction Agreement. This includes the efforts subcontractors whose bids have been accepted.

Tab 4.

Clarifications:

Note: Clarifications must be pre-approved by the Owner. Any clarifications submitted for the first time with the GMP will not be allowed.
Early Release Authorization (ERA) - Master Construction Agreement

Master Construction Agreement Project Number ________________
ERA Project Name ________________________________________________________________________
ERA Project Number ________________
Date ___________________________ ERA Number ____________
Contractor ___________________________________________________

The Owner accepts the Contractor’s Early Release Price dated__________for construction work described herein.

1. Contractor shall perform all work on the campus of the Missouri University of Science & Technology, as set forth in Contractor's Early Release Price in strict accordance with and as shown and defined in the specifications entitled:”______, MISSOURI UNIVERSITY OF SCIENCE & TECHNOLOGY, ROLLA, MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI” dated______, and drawings dated__________________ prepared by____________________, said specifications and drawings are hereby made a part of this Early Release Authorization as fully as if attached hereto or set forth herein, said work and operations to be performed in strict accordance with the Contract Documents.

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

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

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

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

ERA 1 of 2
6. The Work Authorization Documents shall consist of the following parts:

(a) This instrument.

(b) Master Construction Agreement between the Owner and Contractor dated __________ and enumerated above.

(c) Specifications entitled: “(Project Number)__________, (Project Name)__________________________Missouri University of Science & Technology, Rolla, Missouri, For the Curators of the University of Missouri” dated __________, and prepared by ________________, including Terms and Conditions set forth in the Master Construction Agreement, Special Conditions, and project specifications and Addendum No.________ issued thereto.

(d) Drawings.

(e) Contractor's Early Release Price dated __________.

(f) Notice to Proceed.

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

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

CURATORS OF THE UNIVERSITY OF MISSOURI

_________________________________  CONTRACTOR NAME

OWNER

_________________________________

CONTRACTOR

_________________________________

Date  Date
Work Authorization (WA) - Master Construction Agreement

Master Construction Agreement Project Number: __________________________

WA Project Name: __________________________

WA Project Number: __________________________

Date: __________________________ Work Authorization Number: ______

Contractor: __________________________

The Owner accepts the Contractor’s Guaranteed Maximum Price (GMP) dated __________ for construction work described herein.

1. Contractor shall perform all work on the campus of the Missouri University of Science & Technology, as set forth in Contractor's Guaranteed Maximum Price (GMP) in strict accordance with and as shown and defined in the specifications entitled, “________. MISSOURI UNIVERSITY OF SCIENCE & TECHNOLOGY, ROLLA, MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI” dated _______, prepared by __________, said specifications and Addendum No. _______ are hereby made a part of this Work Authorization as fully as if attached hereto or set forth herein, said work and operations to be performed in strict accordance with the Contract Documents.

2. The Construction Schedule shall commence on the date the "Notice to Proceed" is received from Owner. The Contractor shall complete the Work Authorization within (Words) _________ (Numbers) calendar days of receipt of the Notice to Proceed.

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

4. For the complete performance of Contractor’s undertakings and promises under this Work Authorization, Owner shall cause to be paid to the Contractor the sum of (Words) ______________________ (Numbers) subject to any deductions as provided in the Contract Documents.

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

6. In event that Contractor shall fail to substantially complete the work as defined in this Work Authorization within time fixed for such completion set forth in Contract Documents, Contractor shall pay to Owner as damages for each calendar day of delay in completing work, sum of ______________________ ($ _________) dollars. In view of difficulty of accurately ascertaining loss that Owner will suffer by reason of delay in completion of work, said sum is hereby fixed and agreed as liquidated damages that Owner will suffer by reason of such delay and not as penalty. The Work Authorization Documents shall
consist of the following parts:

a. This instrument.
b. Master Construction Agreement between the Owner and Contractor dated ______________ and enumerated above.
c. Specifications entitled: “(Project Number), (Project Name) MISSOURI UNIVERSITY OF SCIENCE & TECHNOLOGY, ROLLA, MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI” dated ______________, and prepared by ______________, including Terms and Conditions set forth in the Master Construction Agreement, Special Conditions, and project specifications and Addendum No. ______________ issued thereto.
d. Drawings.
e. Contractor's Guaranteed Maximum Price (GMP) dated ______________.
f. Notice to Proceed.

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

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

CURATORS OF THE UNIVERSITY OF MISSOURI

CONTRACTOR NAME

OWNER

CONTRACTOR

Date

Date
University of Missouri

General Conditions

of the

Contract

for

Construction

December 2021 Edition
SPECIAL CONDITIONS

1. SUBMITTALS

a. As applicable for each Work Authorization, the Contractor shall submit for approval to the Owner, equipment lists and Shop Drawings, as expeditiously as possible. Each Work Authorization will contain an accompanying Shop Drawing and Submittal Log for required submittal information. Failure of the Contractor to submit Shop Drawings in a timely manner will result in the Owner holding back Contractor payments. (See General Conditions)

b. The material and equipment lists shall be submitted and approved before any material or equipment is purchased and shall be corrected to as-built conditions before the completion of the project.

c. The Contractor shall submit electronic versions of all required Shop Drawings, material and equipment lists. The Contractor shall upload all Shop Drawings to a secure information sharing website determined by the Owner notifying the Owner and Consultant that these shop drawings are available for review. Each submittal shall have the General Contractor’s digital stamp affixed to the first page signifying their review and acceptance. Review comments, approvals, and rejections will be posted on this same site with notification to the contractor. Submittals requiring a professional seal shall be submitted hard copy with a manual seal affixed.

Each submittal shall have the General Contractors digital stamp affixed to the first page signifying their review and acceptance. Review comments, approvals, and rejections will be posted on this same site with notification to the contractor.

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

   (a) Project Title and Location
   (b) Project Number
   (c) Supplier’s Name
   (d) Manufacturer’s Name
   (e) Contract Specification Section and Article Number
   (f) Contract Drawing Number
   (g) Acrobat file name: Spec Section Times Submitted-Spec Title: 033000 _01-Cast In Place Concrete.pdf

d. The Contractor shall submit to the Owner one (1) electronic copy, in PDF form of all required Operating Instructions and Service Manuals for the Owner’s sole use prior to substantial completion of individual work authorization. Hardcopy documents may be required on some work
authorizations.
e. The Owner will provide the contractor with a Closeout Log outlining
documentation and related closeout requirements to the contractor. Failure
to issue log does not relieve the contractors from submitting all required
closeout documentation. The contractor shall submit to the Owner’s
Representative all items referenced in the Closeout Log for each Work
Authorization, as applicable, within 30 days following substantial completion
of the work. The Owner’s Representative will maintain the closeout log and
include as an agenda item at all coordination meetings.

2. NOTIFICATION

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

3. USE OF PREMISES

a. Access: Access to construction site shall be as indicated on Drawings and
contained with each Work Authorization and as directed by the Owner’s
Representative.

b. Parking: Contractor shall be issued parking permits for two (2) service
vehicles to park in location directed by the Owner’s Representative. Employee
parking shall be on public streets or where directed by the
Owner’s Representative.

1) Parking of personal vehicles within project access/lay down/staging
areas is prohibited. Violation of this requirement may result in ticketing
and/or towing at the vehicle owner’s expense and suspension of
progress payments.

2) Parking or driving on sidewalks, landscaped areas, within fire and
service lanes or generally in areas not designated for vehicular traffic
is prohibited except as allowed in the contract documents. Violation
of this requirement may result in ticketing and/or towing at the vehicle
owner’s expense and suspension of progress payments.

c. Storage of materials: The Contractor shall confine apparatus, materials, and
operation of workers to locations established by the Owner’s Representative.
The Contractor shall make reasonable efforts to store all materials within
project limits to the extent possible. Additional storage shall be subject to
approval by the Owner’s Representative and is available to the Contractor
without cost.

d. Utilities: Drinking water, water required to carry on work, and 120 volt electrical power required for small tool operation may be obtained without cost to the Contractor from existing utilities at locations designated by the Owner's Representative. Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Contractor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner's Representative, at no cost to the Owner.

e. Smoking is prohibited at the University of Missouri and all properties owned, operated, leased, or controlled by the University of Missouri. Violation of the policy is defined as smoking any tobacco products, including e-cigarettes.

f. Landfill: The contractor shall not use the Owner’s landfill. Dumping or disposal of excavated or demolition materials on the Owner’s property shall not be permitted. The Contractor shall remove and legally dispose of excavated or demolished materials off the Owner’s property.

g. Care of Project Work Site: The contractor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner's Representative.

h. All concrete waste material including washout water shall be totally contained and removed from the Owner’s property.

i. Artifacts Found During Construction: Contractor shall immediately notify the Owner’s Representative when artifacts are uncovered or found during the demolition or construction process. Artifacts include, but are not limited to, tools, drawings (construction or other), photographs, book and other objects/devices which may hold historical importance/significance. Do not remove or disturb the object(s) in question, Artifacts are not considered part of demolished materials and shall remain the property of the University of Missouri.

4. PROTECTION OF OWNER'S PROPERTY

a. The Contractor shall be responsible for repair of damage to building exterior and interior, drives, curbs, streets, walks, grass, shrubbery and trees, which was caused by workmen or equipment employed during progress of work. All such repairs shall be made to satisfaction of the Owner's Representative, at no cost to the Owner, or reimburse the Owner if the Owner elects to make repairs. For landscape damage, the Owner shall make such repairs. Compensation for these repairs.

b. Construction Project Fencing will be defined for each Work Authorization and
will include one of the following.

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

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

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

Option 4: Fencing will not be required as a part of the work.

1. Using existing landmarks, lamp posts, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner’s Representative.

2. Use of ribbon, snow fence, chicken wire, rope, and wooden barricades as fencing is prohibited.

3. Fencing shall be maintained in an "as-installed" condition throughout the life of the project.

4. The Contractor may use used fencing provided it is in good condition and is satisfactory to the Owner’s Representative.

c. Preserving and Protecting Existing Vegetation:

1. Protection and compensation for damages:

   a. Trees and shrubs within work area designated to remain shall be protected from damage during construction by fencing or armoring as indicated on Drawings or specified herein. Plant protection devices shall be installed before work has begun and shall be maintained for duration of work unless otherwise directed by Owner's Representative.
(b) In the event that damage(s) to the Owner’s trees, shrubs or vegetation occurs as a result of the Contractor’s unauthorized operations, the Contractor shall pay or allow to the Owner compensation for said damage(s). Compensation shall be determined by the Owner’s Representative using the “Valuation of Landscape Trees, Shrubs, and other Plants” as published by the International Society of Arboriculture, as last revised.

(2) Plants within work area designated for removal shall be removed by Contractor.

(3) To prevent compaction of soil over tree roots, vehicles or equipment shall not at any time park or travel over, nor shall any materials be stored within drip line of trees designated to remain.

(4) Area within drip line of trees and shrubs shall be protected from work area by use of a standard 60” high woven plastic or woven wire fence mounted on standard steel posts set not more than 10’ apart. Tree protection shall be removed during work in area of protection only when necessary to perform grading and other work required by Drawings and only as authorized by Owner’s Representative.

(5) Only minimal grading or disturbance will be allowed to area within and adjacent to drip line of trees or shrubs designated to remain. Contractor shall obtain approval from Owner’s Representative prior to starting any grading work in these areas. Unnecessary cutting of plant roots shall not be permitted. The Contractor shall stop work immediately and shall notify Owner’s Representative immediately if root system is exposed or if any roots over 1 ½” in diameter are encountered. Roots exposed and/or damaged during construction shall be immediately cut off cleanly behind exposed or damaged area, and cut surface treated in accordance with established horticultural standards and covered with topsoil.

(6) Owner’s Representative will stop work immediately when proper measures are not being employed to protect trees and shrubs. Contractor will be notified to resume work after required protection measures are implemented.

(7) Pruning of limbs necessary to repair damage or provide clearance for work shall be done by approved, trained tree maintenance personnel at the direction of the Owner’s Representative. Limbs shall be cut off cleanly and cut surfaces treated according to established horticultural standards.
(8) Contractor shall repair tire ruts and other damages to existing lawn areas. Repairs shall match surrounding area.

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

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

7. MODIFICATIONS TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
   10.1 Reference document title: Modify title and any references contained within the documents from General Conditions of the Contract for Construction to General Conditions of the Contract for Master Construction Agreement Services.
   10.2 Article 1.1.11: change the word “bid” to “proposal”. Add item (14) “work authorizations”.
   10.3 Article 2.3.1 change “Architect’s” in the second sentence to “Owner’s consultant’s”.
   10.4 Article 3.4.4 delete paragraph in its entirety and replace with the following: The Contractor shall be represented at the site by a competent superintendent from the beginning of the Work until final acceptance, unless otherwise permitted in writing by the Owner’s Representative.

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

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

10.5 Article 3.12.8.2.3 change “contract sum” to “work authorization proposal”.

10.6 Article 3.16.1 change “50%” to “90%” and change “contract” to “work authorization.”

10.7 Article 3.18.1 in the first sentence change “fifteen (15)” to “three (3)” and change “issuance of the Notice to Proceed” to “receipt of the work authorization”.

10.8 All references to “Contract Sum” shall be changed to “work authorization price”.

10.9 Articles 8 & 9 change references to “contract time” to “work authorization time”.

10.10 Article 8.2.1 change “the Contract for Construction” in the second sentence to “in individual work authorizations”.

10.11 Article 8.3.1 delete in its entirety and replace with the following: If liquidated damages are prescribed on the work authorization the owner may deduct from the lump sum price and retain as liquidated damages, and not as a penalty or forfeiture, the sum stipulated in the work authorization for each calendar day after the date specified for completion of the work that the entire work is not substantially complete and/or finally complete.

10.12 Article 9.1.7 delete in its entirety.

10.13 Article 9.2.1 change “Contract for Construction” to “work authorization
“Article 9.3.1 change “fifteen (15) to “three (3) and change “Notice to Proceed” to “work authorization”.

10.14 Article 11.7.1 change references to “contract sum” to “work authorization sum”

10.15 Article 12.1.1 change “Architect’s” to owner’s.

10.16 Article 13.5.1 change “amount” to “percentage” and “Bid” to “proposal”.

10.17 Article 13.5.2 add “The total percentage of work performed will be divided into the portions of work performed by diverse firms to determine the quarterly and cumulative percentage”.

SC - 7
10.18 Article 13.5.3 add “for two consecutive quarters” after “pledge” in the first sentence.

10.19 Article 13.5.4 delete the second sentence and insert new sentence as follows: “The Contracting Officer may take appropriate action, including but not limited to, declaring the contractor ineligible to receive work authorizations until the contractor has provided evidence of satisfactory good faith efforts and/or directing that the contractor’s actions be declared a material breach of the contract and that the contract be terminated.

10.20 Article 13.8.1.1 delete in its entirety and insert “most current International Building Code”.

8. BUILDING SYSTEM COMMISSIONING

a. Contractor shall provide all personnel and equipment required to complete the commissioning activities referenced in the Commissioning Plan. The requirements of the commissioning plan shall be completed in their entirety before substantial completion and submitted as referenced in the Closeout Log.

b. The contractor shall designate a competent person, separate from the superintendent or project manager, to act as the contractor’s commissioning coordinator. The commissioning coordinator is responsible for planning, scheduling, coordinating, conducting and verifying all commissioning activities required by the commissioning plan and ensuring all building systems are complete, operable and ready for use by the Owner. At a minimum, building ventilation systems, chilled/hot water generation systems, hydronic distribution systems, power distribution systems and fire detection and alarm systems, as applicable.

9. GENDER NEUTRAL SIGNAGE.

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

10. HOT WORK PERMITTING AND GENERAL REQUIREMENTS

a. Hot work Requirements: The contractor shall comply with the following hot work requirements and the requirements of the International Fire Code and 2014 NFPA 51B.

b. Hot work shall be defined as any work involving burning, welding, grinding, cutting, or similar operations that are capable of initiating fires or explosions.

c. The Contractor shall utilize the hot work permit decision tree and permit provided in the 2014 NFPA 51B for all Hot Work operations.
d. A hot work permit shall be used on all hot work performed outside a designated hot work area. The hot work permit shall be posted and clearly visible within proximity of the hot work area. The hot work permit authorizing individual (PAI) shall be as designated by the Contractor.

e. Notify the Owner’s Representative 24 hours prior to starting hot work in buildings with operational fire alarm or fire suppression systems. The Owner’s Representative will coordinate the appropriate system outage with Campus Maintenance personnel.

f. Unless otherwise instructed by the Owner’s Representative, the Contractor shall post a copy of each completed hot work permit to the Owner’s project management file system the following business day.

g. Special hot work requirements: Use thermal imaging cameras after hot work operations- describe criteria in detail (for historically significant buildings of wood construction); designate additional fire watch monitoring beyond the NFPA 30 minute post hot work requirement (project has a greater potential for reflash or smoldering fire due to concealed combustible building elements, etc.).

11. CONSTRUCTION WASTE MANAGEMENT

The goal of Construction Waste Management is to divert construction waste from the sanitary landfill. This shall be accomplished through reuse, recycling and/or salvage of non-hazardous construction and demolition debris to the greatest extent practical. Track and report all efforts related to reuse, recycling and/or salvage of materials from the project (including clean fill material). Report all material types and weights, where material was diverted, type of diversion, documentation (e.g.: waste tickets) of this diversion, and applicable dates. In order to calculate the diversion percentage, total weights of all landfill material (non-hazardous) must also be reported. This information shall be updated monthly. Copies of all applicable receipts, tickets and tracking logs shall be uploaded to the Owner’s information sharing website or reported as required by the project manager. A summary worksheet is required prior to project Substantial Completion.

END OF SECTION
SECTION 1.E.1

SCHEDULING SPECIFICATION

Option #1

1. GENERAL

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

   b. Related Documents
      Drawings and general provisions of the Contract, including General Conditions’ Article 3.17 shall apply to this Section.

   c. Stakeholders
      A Stakeholder is anyone with a stake in the outcome of the Project, including the University, the University Department utilizing the facility, the Design Professionals, the Contractor and subcontractors.

   d. Weather

      (1) Contractor acknowledges that there will be days in which work cannot be completed due to the weather, and that a certain number of these lost days are to be expected under normal weather conditions in Missouri.

      (2) Rather than speculate as to what comprises “normal” weather at the location of the project, Contractor agrees that it will assume a total of 44 lost days due to weather over the course of a calendar year, and include same in its as planned schedule. For projects of less than a calendar year, lost weather days should be prorated for the months of construction in accordance with the following schedule.

      (3) Anticipated weather days for allocation/proration only. For projects lasting 12 months or longer, the 44 days per year plus whatever additional months are included will constitute normal weather.

<table>
<thead>
<tr>
<th>Month</th>
<th>Weather Days</th>
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<tbody>
<tr>
<td>Jan</td>
<td>5 days</td>
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<tr>
<td>Feb</td>
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<tr>
<td>Mar</td>
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<td>Nov</td>
<td>4 days</td>
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<tr>
<td>Dec</td>
<td>5 days</td>
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</table>
2. SCHEDULING PROCESS

a. The intent of this section is to insure that a well-conceived plan, that
addresses the milestone and completion dates spelled out in these
documents, is developed with input from all stakeholders in the project.
Input is limited to all reasonable requests that are consistent with the
requirements of the contract documents, and do not prejudice the
Contractor’s ability to perform its work consistent with the contract
documents. Further, the plan must be documented in an understandable
format that allows for each stakeholder in the project to understand the
plan for the construction and/or renovation contained in the Project.

b. Contractor Requirements

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

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

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

(3) Schedule Updates

(a) Schedule Updates will be conducted once a month, at a
minimum. Actual Start and Finish dates should be recorded regularly
during the month. Percent Complete, or Remaining Duration
shall be updated as of the data date, just prior to Contractor’s submittal of the update data.

(b) Contractor will copy the previous months schedule and will
input update information into the new monthly update
version.

(c) Contractor will meet with the Owner’s Representative to
review the draft of the updated schedule. At this meeting,
Owner’s Representative and Contractor will:
(i) Review out of sequence progress, making
adjustments as necessary

(ii) Add any fragments necessary to describe changes or other impacts to the project schedule

(iii) Review the resultant critical and near critical paths to determine any impact of the occurrences encountered over the last month.

4) Schedule Narrative

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

5) Progress Meetings

(a) Review the updated schedule at each monthly progress meeting. Payments to the Contractor may be suspended if the progress schedule is not adequately updated to reflect actual conditions.

(b) Submit progress schedules to subcontractors to permit coordinating their progress schedules to the general construction work. Include 4 week look ahead schedules to allow subs to focus on critical upcoming work.

3. CRITICAL PATH METHOD (CPM)

a. This Section includes administrative and procedural requirements for the critical path method (CPM) of scheduling and reporting progress of the Work.

b. Refer to the General and Special Conditions and the Agreement for definitions and specific dates of Contract Time.

c. Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations determine when activities can be performed and the critical path of the Project.

d. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.

e. Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.

f. Activity: A discrete part of a project that can be identified for planning,
scheduling, monitoring, and controlling, the construction project. Activities included in a construction schedule consume time and resources.

g. Critical activities are activities on the critical path.

h. Predecessor activity is an activity that must be completed before a given activity can be started.

i. Milestone: A key or critical point in time for reference or measurement.

j. Float or Slack Time: The measure of leeway in activity performance.

k. Accumulative float time is not for the exclusive use or benefit of the Owner or Contractor, but is a project resource available to both parties as needed to meet contract milestones and the completion date.

l. Total float is herein defined as the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.

m. Weather: Adverse weather that is normal for the area must be taken into account in the Contractor’s Project Schedule. See 1.d.3, above.

n. Force Majeure Event: Any event that delays the project but is beyond the control and/or contractual responsibility of either party.

o. Schedule shall including the following, in addition to Contractor’s work.

(1) Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
   (a) Requirements for phased completion and milestone dates.
   (b) Work by separate contractors.
   (c) Work by the Owner.
   (d) Coordination with existing construction.
   (e) Limitations of continued occupancies.
   (f) Uninterruptible services.
   (g) Partial occupancy prior to Substantial Completion.

p. Area Separations: Use Activity Codes to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.

4. TIME EXTENSION REQUEST

a. Refer to General Conditions of the Contract for Construction, Article 4.7 Claims for Additional Time.

b. Changes or Other Impacts to the Contractor’s Work Plan
The Owner will consider and evaluate requests for time extensions due to changes or other events beyond the control of the Contractor on a monthly basis only, with the submission of the Contractor’s updated schedule, in conjunction with the monthly application for payment. The Update must include:

(1) An activity depicting the event(s) impacting the Contractors work plan shall be added to the CPM schedule, using the actual start date of the impact, along with actually required predecessors and successors.

(2) After the addition of the impact activity, the Contractor will identify subsequent activities on the critical path, with finish to start relationships that can be realistically adjusted to overlap using good, standard construction practice.
   
   (a) If the adjustments above result in the completion date being brought back within the contract time period, no adjustment will be made in the contract time.

   (b) If the adjustments above still result in a completion date beyond the contract completion date, the delay shall be deemed excusable and the contract completion date shall be extended by the number of days indicated by the analysis.

   (c) Contractor agrees to continue to utilize its best efforts to make up the time caused by the delays. However the Contractor is not expected to expend costs not contemplated in its contract, in making those efforts.

c. Questions of compensability of any delays shall be held until the actual completion of the project. If the actual substantial completion date of the project based on excusable delays, excluding weather delays, exceeds the original contract completion date, AND there are no delays that are the responsibility of the contractor to consider, the delays days shall be considered compensable. The actual costs, if any, of the Contractor’s time sensitive jobsite supervision and general conditions costs, shall be quantified and a change order issued for these costs.

END SECTION
CONSTRUCTION CONTRACT
PERFORMANCE BOND

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

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

NOW, THEREFORE, If the Principal shall faithfully perform and fulfill all the covenants, agreements, terms, conditions, requirements or undertakings of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the Surety and during the life of any guaranty required under the Contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, terms, conditions, requirements or undertakings, as specified in or by the terms of said Contract, and within the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect.
The said Surety, for value received, hereby stipulates and agrees that neither acceptance of the work nor any change, extension of time, alteration of, or addition to, the terms of the Contract, or of the method thereunder, to the Specifications and Contract Documents accompanying the same, shall in any wise affect its obligations on this Bond, and it does hereby consent to and waive notice to any such change, extension of time, alteration of, or addition to, the terms of the Contract, the method and amounts of payment thereunder, to the work, to the Specifications and Contract Documents.

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

NAME OF CONTRACTOR IN ALL CAPS

_________________________________________
PRINCIPAL

By__________________________

Attorney-in-fact

_________________________________________
Company Name

_________________________________________
Address

_________________________________________
Telephone

SURETY

Revised 02/15
CONSTRUCTION CONTRACT
LABOR AND MATERIAL PAYMENT BOND

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

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

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the covenants, agreements, terms, conditions, requirements or undertakings of said Contract and promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the Contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work, as provided for in said Contract and in any and all duly authorized modifications of said Contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, terms, conditions, requirements or undertakings, as specified in or by the terms of said Contract, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the OBLIGEE, to the use of any such person.
The said Surety, for value received, hereby stipulates and agrees that neither acceptance of the work nor any change, extension of time, alteration of, or addition to, the terms of the Contract, or of the method thereunder, to the Specifications and Contract Documents accompanying the same, shall in any wise affect its obligations on this Bond, and it does hereby consent to and waive notice to any such change, extension of time, alteration of, or addition to, the terms of the Contract, the method and amounts of payment thereunder, to the work, to the Specifications and Contract Documents.

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

NAME OF CONTRACTOR IN ALL CAPS

________________________________________
PRINCIPAL

By____________________________________
Attorney-in-fact

_____________________________________
Company Name

_____________________________________
Address

_____________________________________
Telephone

SURETY Revised February 2015
UNTIFERS OF MISSOURI
ROOF SYSTEM MANUFACTURERS CERTIFICATION
(Revised 12/94)

TO: _______________________________ Title _______________________________
Project No. ______________________________
Location ______________________________

Our technical staff has examined the Architect/Engineer’s Drawings, Specifications and required warranty for the roofing work on this project. We do not wholly endorse the building design or any materials or services not part of our advertised roofing system.

CERTIFICATION

We hereby certify that:

1. All materials we will furnish and deliver to the project shall be of good merchantable quality, shall meet or exceed the Specifications required and shall, if properly applied by one of our approved roofing applicator firms in accord with our instructions, provide a sound weather/watertight roofing system.

2. Upon completion of the installation in accord with the Drawings and specifications and our recommended installation procedures, we shall issue a total system warranty specified in the project Specifications.

3. The Drawings and Specifications follow the recommendations of our roofing manual for this type of roofing system with:
   
   No exceptions.

   The following exceptions: (The roofing system will be approved for this project if the following changes are made to the Contract Documents. The bid provided with this Document includes the required changes).

   NOTE: Exceptions may cause Owner to reject bid.

   Exceptions are as follows:

4. The Warranty will be issued for the following proposed roofing system:

   ROOFING SYSTEM MANUFACTURER: ________________________________

   Authorized Signature: ____________________________________________

   Title: _______________________________ Date ______________________________

   Telephone Number: ( ) Fax Number: ( )
UNIVERSITY OF MISSOURI
CONTRACTORS ROOFING/FLASHING/SHEET METAL GUARANTEE
(Revised 12/94)

WHEREAS

herein referred to as Roofing Contractor, certify that they have furnished and installed all roofing, flashing, sheet metal and related components in accordance with the Contract Documents and as required by the Roofing System Manufacturer=s installation instructions on the facility described below:

Facility: ____________________________________________________________

Owner: Curators of the University of Missouri
Missouri University of Science and Technology
901 Facilities Avenue
Rolla, Missouri 65409

Date of Full Completion: ____________________________________________

Approximate Area of Roof: __________________________________________

Type of Roofing Material: ____________________________________________

Manufacturer’s Specification Number: ________________________________

Thickness and Type of Roof Insulation: ________________________________

NOW, THEREFORE, Roofing Contractor guaranties to the Owner, subject only to the exclusions stated hereinafter, that all roofing, flashing and sheetmetal work is fully and integrally watertight and is free from faults and defects in material or workmanship, and is guaranteed for a period of three (3) years from date of full completion of work.

EXCLUSIONS: This guarantee does not cover, and Roofing Contractor shall not be liable for the following:

1. Damage to the roofing system caused by fire, lightning, tornado, hurricane or hailstorm.

2. Damage to roofing system caused by significant settlement, distortion or failure of roof deck, walls, or foundations of building, excepting normal building expansion and contraction is not a part of this exclusion.

3. Abuse by the Owner and/or third parties.

REPAIRS: Owner shall promptly notify Roofing Contractor, in writing, of the need for repair of roofing, flashing, or sheet metal:

1. Roofing Contractor, within eight (8) hours after receipt of such notice, shall make emergency repairs at its expense, as required to render the facility watertight.

2. Within five (5) days after receipt of such notice, Roofing Contractor shall at its expense correct any faults or defects in material or workmanship.

3. Should needed repairs not be covered by this guarantee, Roofing Contractor, after having obtained Owner’s written consent, shall make such repairs at Owner’s expense. Following said repairs, this guarantee shall thereafter remain in effect for the unexpired portion of the original term. If Owner does not so consent or repairs are made by others than the Roofing Contractor, this guarantee shall terminate for those parts of the roof affected by the repair.
4. In the event that Owner has notified the Roofing Contractor of the need for repairs and (i) Roofing Contractor does not immediately make repairs, or (ii) Roofing Contractor disclaims responsibility for the repairs and Owner disagrees, or (iii) Owner considers Roofing Contractor’s quoted cost for repairs not covered by this guarantee to be unreasonable and, an emergency condition exists which requires prompt repair to avoid substantial damage or loss to Owner, then, Owner may make such temporary repairs as he finds necessary and such action shall not be a breach of the provisions of this guarantee.

ANNUAL INSPECTIONS: Roofing Contractor shall inspect roof installation prior to each of the three anniversary dates from date of full completion of the work.

1. Inspection team to include Roofing Contractor, Roof Manufacturer, and Owner=s Representative.
2. Inspection of total roof system will be included in the annual inspections.
3. All defects in total roof system will be corrected by the Roofing Contractor within 30 days of inspection.
4. Roof manufacturer will certify by a written report that roof inspection has been completed, defects are acknowledged, and will warrant any repairs.
5. All corrective work completed by Roofing Contractor shall be warranted as approved by the Roofing Manufacturer.

ROOF MODIFICATION: Should Owner require work to be done on roof of said facility including modifications, alternations, extensions or additions to roof and including installation of vents, platforms, equipment, bracings or fastenings, Owner shall notify Roofing Contractor and give Roofing Contractor an opportunity to make recommendations as to methods necessary to safeguard against damage to roofing covered by this guarantee. Failure of Owner to give Roofing Contractor such opportunity or failure to follow methods recommended by Roofing Contractor shall render this guarantee null and void to the extent such failure should result in damage to roofing covered by this guarantee.

NOTICES: Notification of Roofing Contractor by Owner, shall be fulfilled by sending notice to Roofing Contractor.

IN WITNESS WHEREOF, we set our hands this _____ day of __________, 20__.

By: __________________________________________________________

Title: _______________________________________________________

For Roofing Contractor

Name: ________________________________

Address: _______________________________

Phone: _____________________________

CRFSMG - 2
Sample
SHOP DRAWING AND SUBMITTAL LOG

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SDSL - 1
## Sample

**OPERATING INSTRUCTIONS AND SERVICE MANUAL LOG**

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<th>Service &amp; Maintenance Instructions</th>
<th>Parts List &amp; Availability</th>
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<th>Startup &amp; Operating Instructions</th>
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OMML - 1
Sample
CLOSEOUT LOG

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Sample

SUPPLIER DIVERSITY LOG

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Fiscal year-end contract totals:

- MBE
- WBE
- VET
- DBE

Note: #DIV/0! indicates a division by zero error.
PREVAILING WAGE RATES