

PROJECT MANUAL FOR:

CONSTRUCTION LABOR BLANKET CONTRACT

PROJECT NO.: RC000592

**AT:
MISSOURI S&T
ROLLA, MISSOURI**

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

PREPARED BY:

**Missouri S&T – Design, Construction
and Space Management**

AUGUST 16, 2022

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MISSOURI S&T – DESIGN, CONSTRUCTION AND SPACE MANAGEMENT
(573) 341-7619

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SECTION 1.A

BID FOR UNIT COST CONTRACT

Date: _____

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

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

TO: Curators of the University of Missouri
c/o Associate Director, Design Services
Design, Construction and Space Management
901 Facilities Ave.
120 General Services Building
Rolla, Missouri 65409

1. Bidder, in compliance with invitation for bids for construction work in accordance with Contract Documents prepared by Design, Construction and Space Management, Facilities Services, entitled "Construction Labor Blanket Contract", project number RC000592, dated August 16, 2022, having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to performance of Contract, including availability of labor, hereby proposes to furnish labor in accordance with Contract Documents, within time set forth in each Work Authorization at hourly labor rates and percentage markups stated below, Prices shall cover all expenses, including taxes, incurred in performing work required under Contract Documents, of which this Bid is a part.

2. Bidder acknowledges receipt of following addenda:

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

3. **BID PRICING**

a. The Bidder agrees to furnish labor and normal tools of trade to perform construction work at the University of Missouri. Each hourly labor rate shall consist of labor costs taken from attached Missouri Prevailing Wage Rates for Phelps County, plus supervision costs, plus all overhead and profit (including but not limited to items listed in paragraph 17 of Special Conditions). Bidder shall bid hourly labor and/or

equipment rates as indicated below for work over \$75,000:

<u>Trade Classification</u>	<u>Standard Rate</u>	<u>Time and One-Half Rate</u>
(1) Insulation Worker	\$_____/hr	\$_____/hr
(2) Carpenter	\$_____/hr	\$_____/hr
(3) Cement Mason	\$_____/hr	\$_____/hr
(4) Electrician*	\$_____/hr	\$_____/hr
(5) Plumber/ Pipe Fitter	\$_____/hr	\$_____/hr
(6) General Laborer	\$_____/hr	\$_____/hr
(7) Iron Worker	\$_____/hr	\$_____/hr
(8) Painter	\$_____/hr	\$_____/hr
(9) Roofer	\$_____/hr	\$_____/hr
(10) Sheet Metal Worker (Mechanical)	\$_____/hr	\$_____/hr
(11) Emergency Asbestos Abatement (SC16 Emergency Mobilization Applies)	\$_____/hr	\$_____/hr
(12) Operating Engineer	\$_____/hr	\$_____/hr
(13) Bricklayer-Stone Mason	\$_____/hr	\$_____/hr
(14) Glazier	\$_____/hr	\$_____/hr

* Electricians shall be qualified to work on electrical systems up to 600 volts.

- b. The Bidder agrees to furnish labor and normal tools of trade to perform construction work at the University of Missouri. Each hourly labor rate shall consist of labor costs, plus supervision costs, plus all overhead and profit (including but not limited to items listed in paragraph 17 of Special Conditions). Bidder shall bid hourly labor and/or equipment rates as indicated below for work under \$75,000:

<u>Trade Classification</u>	<u>Standard Rate</u>	<u>Time and One-Half Rate</u>
(1) Insulation Worker	\$_____/hr	\$_____/hr
(2) Carpenter	\$_____/hr	\$_____/hr
(3) Cement Mason	\$_____/hr	\$_____/hr
(4) Electrician*	\$_____/hr	\$_____/hr
(5) Plumber/ Pipe Fitter	\$_____/hr	\$_____/hr

(6) General Laborer	\$_____ /hr	\$_____ /hr
(7) Iron Worker	\$_____ /hr	\$_____ /hr
(8) Painter	\$_____ /hr	\$_____ /hr
(9) Roofer	\$_____ /hr	\$_____ /hr
(10) Sheet Metal Worker (Mechanical)	\$_____ /hr	\$_____ /hr
(11) Emergency Asbestos Abatement (SC16 Emergency Mobilization Applies)	\$_____ /hr	\$_____ /hr
(12) Operating Engineer	\$_____ /hr	\$_____ /hr
(13) Bricklayer-Stone Mason	\$_____ /hr	\$_____ /hr
(14) Glazier	\$_____ /hr	\$_____ /hr

* Electricians shall be qualified to work on electrical systems up to 600 volts.

4. SUBCONTRACTOR LIST:

- a. Bidder hereby certifies that the following subcontractors will be used in performance of work over \$75,000:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating portion of work performed by each shall be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid for Unit Price Contract. If work within a category will be performed by more than one subcontractor, specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Work to be performed	Subcontractor Name, City, State
Insulation:	_____
Carpenter:	_____
Electrical:	_____
Mechanical:	_____
Plumbing:	_____

Glazing: _____

- b. Bidder hereby certifies that the following subcontractors will be used in performance of work under \$75,000:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating portion of work performed by each shall be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid for Unit Price Contract. If work within a category will be performed by more than one subcontractor, specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Work to be performed	Subcontractor Name, City, State
----------------------	---------------------------------

Insulation: _____

Carpenter: _____

Electrical: _____

Mechanical: _____

Plumbing: _____

Glazing: _____

5. SUPPLIER DIVERSITY GOALS

- a. The Contractor shall use every opportunity possible to obtain Minority Business (MBE), Women Business Enterprises (WBE), Disadvantage Business Enterprises (DBE), Service-Disabled Veteran Owned Business and/ or Veteran Owned Business participation through each labor trade, material and equipment supplier under this contract with an overall contract goal of ten percent (10%). At the end of each contract year the contractor shall submit to the Owner a report defining the steps which they have taken in that year to obtain participation and the level of participation they achieved in that year. If the goal is not met in that year the Contractor shall identify steps they will use in the coming year to meet the stated goal.

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 Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. Owner does not maintain Bidder's Statements of Qualifications on file.

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."

END OF BIDDER'S CERTIFICATE

8. **BIDDER'S SIGNATURE**

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

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

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

END OF SECTION

SECTION 1.E

SPECIAL CONDITIONS

1. DEFINITIONS

- a. "Design, Construction and Space Management"

Physical Facilities
Rolla, Missouri 65409
Phone: (573) 341-7619

- b. "Labor and/or Equipment Rates", "Hourly Labor/Equipment Rates"

Labor and/or equipment supplied by Contractor as part of thirteen (14) trade classifications listed in Bid For Unit Cost Contract. Profit and overhead including but not limited to items listed in paragraph 17 of Special Conditions shall be included in hourly labor rates.

- c. "Specialized Services and Labor"

Labor or specialized services supplied by Contractor, as required and approved by Owner's Representative to perform work, that are not listed among thirteen (14) trade classifications in Bid For Unit Cost Contract.

- d. "Work Authorization"

Document issued for each project to be accomplished under this Contract authorizing work. Work Authorization may be accompanied by a brief specification and drawing to outline and detail work. Work Authorization shall be signed by Owner's Representative. Signed Work Authorizations are included as a part of Contract Documents.

- e. "Job Cost"

Total construction cost for each Work Authorization. Job costs shall consist of labor, materials, subcontracts, and equipment rental, as required. Contractor shall not be reimbursed for any additional expense or costs.

- f. "Supervision"

Contractor shall maintain, at least one responsible person who shall be designated as job superintendent. Contractor's job superintendent shall review projects filed with Owner's Representative and shall be person to whom Owner's Representative shall channel all inquiries concerning work in progress or work to be started under this Contract. Contractor's job

Superintendent shall be readily available to review all phases of any project when requested by Owner's Representative.

g. Other Definitions: See paragraph 1.1 General Conditions.

2. ADDITIONAL BIDDING INFORMATION

a. Bid evaluation will be as follows:

- (1) For evaluation purposes, the following calculations and estimates will be used. The Bidder is advised that the number of hours and dollar amounts used in the calculations are estimates and in no way guarantee a minimum or maximum level of required services.
- (2) The Bidder's proposed firm fixed price per hour will be multiplied by the applicable estimated number of hours for that trade. Hours for each trade will be weighted; 15% of the hours will be calculated at the above \$75,000 rate, 85% of the hours will be calculated at the below \$75,000 rate.

	<u>Standard Time</u>	<u>Time and One-Half</u>
Insulation Worker	80	20
Carpenter	450	55
Cement Mason	120	35
Electrician	450	55
Plumber/ Pipe Fitter	280	55
General Laborer	250	35
Iron Worker	120	20
Painter	325	10
Roofer	145	35
Sheet Metal Worker (Mechanical)	350	35
Emergency Asbestos Abatement	50	30
Operating Engineer	200	40
Bricklayer-Stone Mason	120	20
Glazier	120	20

(3) The total from each of the above rates will be added to arrive at a total cost.

b. Missouri Prevailing Wage Rates for Phelps County that are in effect on Date of Advertisement will remain in effect throughout Contract period. Adjustments will not be made to reflect changes in prevailing wage rates published during Contract period.

- c. Weighted values will be used for Bid evaluation purposes only. Owner will not be obligated to award any specific amount of work based on weights or weighted values.
- d. Owner will not be obligated to award any amount of work as a result of completion of Contract Documents.
- e. Owner reserves right not to utilize every trade classification listed.
- f. Owner reserves right to cancel entire Contract or any Work Authorization if Owner's Representative determines that Contractor is not providing quality, expedient work.

3. CONTRACT LIMITS

- a. Total aggregate amount of work performed under this Contract shall not exceed \$975,000.00.
- b. Total cost on each individual Work Authorization shall not exceed \$200,000.00.

4. CONTRACT PERIOD

- a. Contract period begins on day Contractor receives unsigned Contract, Performance-Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Contract shall expire three hundred sixty-five (365) calendar days from receipt of aforementioned documents. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder.
 - (1) The Owner shall have the right, at its sole option, to extend the Contract for two (2) one year periods, or a portion thereof.
 - (2) In the event that the Owner exercises its options, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the extension period.
 - (3) If the options are exercised, the Contractor shall agree that the wage rates stated in the original Contract shall not be increased in excess of three percent (3%) for each extension period. Any percentages of increase shall be computed against the original Contract price for each extension period.
 - (4) The Owner does not automatically exercise its options based upon the maximum percentage of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the Contract at a price less than that stated herein.
- b. Bidder agrees to commence and to complete work for each project in compliance with dates indicated in each Work Authorization.

5. LABOR AND MATERIAL PAYMENT BOND/PERFORMANCE BOND

- a. The Contractor will be required to provide an annual Labor and Material/Performance Bond for labor, materials, equipment, and services in the amount of \$325,000 to cover work issued under this contract. The Bonds will be for an annual term, to be renewed as extension options for the contract as exercised. Evidence that the Bond continue in force shall be provided as required.

6. LOCATION OF WORK

- a. Work performed under this Contract will be located at various locations on campus at the Missouri University of Science and Technology, Rolla, Missouri.

7. PROTECTION OF OWNER'S PROPERTY

- a. Contractor shall be responsible for repair of damage to Owner's facilities that may be caused by workmen or equipment employed during progress of work. All such repairs shall be made to the satisfaction of the Owner's Representative, at no cost to Owner.

8. USE OF PREMISES

- a. Access: Access to construction site(s) shall be as directed by Owner's Representative.
- b. Parking: Contractor shall be issued parking permits for two (2) service vehicles to park in location directed by Owner's Representative. Employee parking shall be on public streets or where directed by Owner's Representative.
- c. Storage of Materials: Contractor shall store all materials within staging area location directed by Owner's Representative. Contractor shall confine apparatus, materials, and operation of workers to location established by Owner's Representative. Contractor shall not unreasonably encumber premises with materials. Additional storage may be available as directed by Owner's Representative. Storage trailer location(s) shall be subject to approval by Owner's Representative.
- d. Utilities: Drinking water, water required to perform work, and single source 120-volt, single phase electrical power required for small tool operation may be obtained without cost to Contractor from existing utilities at locations designated by Owner's Representative. Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by Contractor and 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 Owner.

- e. Restroom: Existing toilet facilities designated by Owner's Representative for Contractor's use will be available. Failure of Contractor to maintain restrooms in a clean condition will be cause for Contractor's discontinued use of restroom.
- f. Smoking is prohibited at the University of Missouri and all properties owned, operated, leased, or controlled by the University of Missouri. Violation of the policy is defined as smoking any tobacco products, including e-cigarettes.
- g. Landfill: Dumping or disposal of excavated materials on Owner's property shall not be permitted. Contractor shall remove and legally dispose of excavated materials off Owner's property.
- h. Care of Project Work Site: The contractor shall be responsible for maintaining the construction site in a reasonable neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner's Representative.
- i. Discharge to Sewer Request: The University of Missouri's MS4 permit and NPDES Storm Water Discharge Permits along as well as local ordinances, and state and federal environmental regulations prohibit hazardous materials from being disposed into either the storm water or sanitary sewer systems. Unless specifically approved, all chemical products such as paints, dyes, lawn care products, maintenance products, and oil are prohibited from drain disposal. Any product, including contaminated water, being discarded into the storm water or sanitary sewer systems requires written approval from the Owner through a formal "Discharge to Sewer Request" form obtained at Discharge to Sewer Request Form. The contractor should submit the form to the Owner's Representative, not to the Department of Environmental Health and Safety as the form indicates.
- j. All concrete waste material including washout water shall be totally contained and removed from the Owner's property.
- k. Artifacts Found During Construction: Contractor shall immediately notify the Owner's Representative when artifacts are uncovered or found during the demolition or construction process. Artifacts include, but are not limited to, tools, drawings (construction or other), photographs, books and other objects/ devices which may hold historical importance/ significance. Do not remove or disturb the object(s) in question. Artifacts are not considered part of demolished materials and shall remain the property of the University of Missouri.
- l. PERMIT REQUIRED CONFINED SPACE ENTRY COMMUNICATION AND COORDINATION

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

There are no known “permit required confined spaces” within the project limits. Each contractor shall conduct a survey to confirm whether or not any confined spaces exist within the project limits. It is incumbent upon each contractor to list all “permit required spaces”.

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

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

9. LABOR COSTS

- a. Hourly labor rates shall be based on Contractor utilizing qualified journeymen or workmen with not less than four (4) year's experience.
- b. Hourly labor rates shall include trade or craft foremen employed for project. No premiums will be paid above the bid rate for trade foremen or superintendents.
- c. Work shall not be performed on an overtime basis and overtime, or premium pay shall not be utilized unless approval of such overtime has been authorized by Owner's Representative in advance.

10. MATERIALS

- a. The Contractor will be allowed a maximum of twenty (20%) overhead and profit markup of the net cost for all materials and supplies provided for incorporation into the construction of the work authorization with a total work authorization cost of less than \$10,000.00 in accordance with the requirements stated herein, and a maximum of fifteen percent (15%) overhead and profit markup for everything above a \$10,000.00 total work authorization cost.
- b. The stated percentage markup shall include supervision and all overhead and profit (including but not limited to items listed in paragraph 17 of Special Conditions) on actual invoice cost of materials supplied. Percent markup on material shall apply only to actual cost of material to Contractor, including applicable taxes and cost of delivery to job site.

- c. Material costs shall be based on actual cost of material to Contractor from his usual sources of supply, plus delivery to job site, with all usual trade practice discounts deducted. All cash discounts shall be deducted when determining material costs. Contractor shall provide equipment and material from sources at least cost to Owner.
- d. Materials costs shall include only materials incorporated in or required by work or other materials which may be approved by Owner's Representative for retention by Owner.
- e. Materials taken from Contractor's stock shall be billed at current market replacement cost delivered to Contractor plus percent markup on material specified herein.
- f. If requested by Owners Representative, Contractor shall secure competitive bids from three (3) suppliers on all equipment which exceeds a cost of \$1,000.00. Owner's Representative shall review bids with respect to price, specification compliance, and delivery dates, and shall determine supplier. Contractor shall not order equipment over \$1,000.00 in cost without prior approval of Owner's Representative.
- g. Owner reserves right to purchase material, equipment, or merchandise, or to furnish such items from Owner's stock. Contractor shall not receive a percentage markup or other compensation for Owner supplied material.
- h. Materials, workmanship, and finishes shall be similar and equal to that already in existence as determined by Owner's Representative.

11. SHOP TIME

- a. Shop time shall be defined as any work performed off site and shall be clearly identified for each project in the proposal submitted by the Contractor. All shop time should be kept to an absolute minimum and will be approved only when necessary and essential to the completion of a project.

12. SPECIALIZED SERVICES AND LABOR

- a. Each bidder must submit as part of his bid proposal, list of subcontractors to be used in performing the work. The list must specify the name and address of the single designated subcontractor, for each category of work listed in the Proposal Form. If work within a category will be performed by more than one subcontractor, the bidder must provide the name and address of each subcontractor.
- b. Failure to list subcontractors for each category of work identified on the Proposal Form may result in rejection of the bid proposal. If the bidder intends to perform any of the designated subcontract work with the use of his own employees, the proposal shall make the fact clear.

- c. Owner will pay Contractor a ten (10) percent markup on approved specialty subcontract labor. This percentage markup shall include supervision and all overhead and profit (including but not limited to items listed in paragraph 17 of Special Conditions) on approved subcontracts for additional trade classifications or for specialized services that are not listed within thirteen (13) trade classifications in Bid For Unit Cost Contract. Percent markup on subcontracts will apply **only** to work approved and subcontracted as specified herein.
- d. Owner reserves the right to request a minimum of two (2) quotations for specialty subcontractors performing work beyond the trade classifications herein.
- e. All labor or services supplied under sub-contract provisions shall be as approved and as directed by Owner's Representative.
- f. Owner reserves right to require a not-to-exceed price on all labor or services supplied under sub-contract provisions. Contractor's not-to-exceed price shall include percent markup listed in Contract Documents.
- g. Written authorizations, signed by Owner's Representative, will be issued for approved subcontract labor.

13. EQUIPMENT RENTALS

- a. The Contractor will be allowed a maximum of fifteen (15%) overhead and profit markup of the net cost for providing equipment and tools in accordance with the requirements stated herein.
- b. Contractor will be reimbursed for major equipment rental expenditures approved by Owner's Representative. Normal hand tools are to be included in the hourly rates as bid. Contractor shall receive the stated percentage mark-up for rental expenditures.
- c. Rental equipment expenditures shall be approved in advance by Owner's Representative.
- d. Owner reserves right to supply equipment in circumstances where Contractor may need to rent equipment. Contractor shall not receive a percentage markup or other compensation for Owner supplied equipment.

14. OWNER FURNISHED LABOR

- a. Owner reserves right to perform any portion of a specific project that Contractor has received a Work Authorization for. Owner's Representative will make known what, if any, portions of project that Owner's personnel will be performing before Contractor is issued a Work Authorization. Owner reserves right to assign tasks to Contractor that Owner's personnel originally anticipated performing. Contractor shall not receive a percentage markup or other compensation for Owner supplied labor.

15. ASSIGNMENT OF PROJECTS BY WORK AUTHORIZATION

- a. Work for specific projects will be assigned to Contractor via written Work Authorizations (See attachment A). Work Authorizations shall be signed by Owner's Representative.
- b. Work Authorizations and instructions contained therein will describe project sufficiently to enable Contractor to proceed with work after having visited site. Work Authorizations may contain scheduling, commencement, and completion dates. Work Authorizations initiating a project are limited authorizations to perform work under Contract and are subject to Supplemental Work Authorizations for changes or additional work on same project (See Attachment B).
- c. Scope of work submitted to Contractor and authorized job costs for projects will be indicated on Work Authorization. Costs incurred beyond those authorized by Work Authorization will not be approved unless authorized by issuance of a Supplemental Work Authorization.
- d. Owner reserves right to require a "not-to-exceed" price for Work Authorizations based on hourly labor rates quoted in Bid For Unit Cost Contract.
- e. Issued Work Authorizations shall be a part of Contract Documents. Work accomplished under each Work Authorization shall be in accordance with provisions of Contract Documents, including but not limited to, Information For Bidders and General Conditions.

16. EMERGENCY MOBILIZATION

- a. In situations determined by Owner's Representative to be an emergency, Contractor shall mobilize on site and shall begin work within four (4) hours after receiving written or telephone notification from Owner's Representative, unless specifically instructed otherwise by Owner's Representative.

17. CONTRACTOR'S COSTS INCLUDED IN HOURLY LABOR AND/OR EQUIPMENT RATES

- a. Contractor, in return for hourly labor rates recorded in Bid For Unit Price Contract and incorporated in Contract Documents, shall be responsible for prosecution of all work stated in each Work Authorization and/or instructions issued for each project.
- b. In addition to items normally classified as general overhead expense, it is the intent of this paragraph to also include in hourly labor rates recorded in Bid For Unit Cost Contract, cost of items and accessories that are difficult for Owner to check, control, or evaluate and thus avoid controversy over questionable items of expense.

- c. Contractor understands and agrees that cost of following items shall be included in, but not limited to, Contractor's overhead costs which are included in hourly labor rates recorded in Bid For Unit Cost Contract:
- (1) All overhead and profit.
 - (2) Salaries of Contractor's executive officers and office employees in whatever capacity employed, including time spent at job site or elsewhere in connection with work, or time spent in consultation with Owner's Representative.
 - (3) Expense incurred in conducting Contractor's business and office expenses wherever located, including but not limited to all costs in excess of those as defined for percentage markup on materials and subcontracts.
 - (4) Contractor's legal expenses in connection with this Contract or any work performed under this Contract.
 - (5) Costs of financing all work under this Contract, including cost of capital employed, money borrowed, and funds necessary to take advantage of cash discounts.
 - (6) Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's contribution for Social Security payments, and other expenses based on payrolls of labor performed in connection with work under this Contract.
 - (7) Cost of food for employees working overtime.
 - (8) Lodging, travel, and subsistence expenses incurred by Contractor and his employees.
 - (9) Premiums for insurance that Contractor is required by law and by these Contract Documents to carry.
 - (10) Any labor cost over and above Missouri Prevailing Wage Rates for Boone County plus fringe benefits as included in these documents.
 - (11) Hand tools, pickup trucks and movable equipment, including maintenance, loss, and breakage costs. Equipment rentals will be reimbursed as established in paragraph 13. of Special Conditions.
 - (12) Portable scaffolding, ladders, and runways. Scaffolding shall be for use up to fifteen (15) feet in height.
 - (13) Equipment required for protection of work and property including warning lights, portable barricades, fencing, signs, etc.

- (14) Equipment and items required for safety and protection of Contractor's personnel, including but not limited to, hard hats, hearing protection, eye protection, respiratory protection, and other safety devices.
- (15) Hoses and extension cords required to perform work.
- (16) Repair of damage to Owner's facilities and utilities including but not limited to water, toilets, elevators, hoists, and public utilities.
- (17) Overhead or general expenses of any kind not expressly indicated in Contract Documents.
- (18) Estimates and preliminary estimates.
- (19) Correction of defective workmanship.
- (20) Expense incurred in complying with labor laws and equal opportunity provisions.
- (21) Costs associated with preparing and delivering submittals, including shop drawings and operating/maintenance manuals.
- (22) Central office rental expenses, telephone service, employees, estimators, bookkeepers, secretaries, etc.
- (23) Business overhead, including overhead incidental to maintaining a stock of material, preparing material lists, obtaining quotations, purchasing materials, and awarding sub-contracts.
- (24) All necessary accounting, bookkeeping, record keeping, and services necessary to maintain up-to-date cost control records on costs chargeable to project. Records shall be maintained in such form that they may be examined by Owner's Representative at any time.

18. ESTIMATES

- a. Estimates may not be required for all work performed under this Contract; however, Owner reserves right to require an estimate whenever deemed necessary by Owner's Representative. Contractor shall furnish estimates when requested. Estimates shall be submitted with a complete breakdown of costs for material, labor, and equipment with all applicable markups attached. The Owner recognizes that estimates must be considered reimbursable should a project estimate be requested and not carried out. Therefore, the Owner shall pay a fee not to exceed \$100.00 for each project estimate not awarded within sixty days from the date of the Contractor's written proposal. Should the Owner execute any project within said sixty days, the Contractor agrees

and understands that estimates will not be paid and considered part of the overhead and profit of the Contractor.

19. RECORDS OF PROJECT COSTS TO BE PROVIDED BY CONTRACTOR

- a. Contractor shall promptly furnish items listed below to Owner's Representative, including records, reports, and other documents associated with performance of work:
 - (1) Daily Time Sheets: To be submitted to and approved by Owner's Representative within twenty-four (24) hours after work has been substantially completed. Time sheets shall include following items:
 - (a) Date
 - (b) Project number, Work Authorization number, building name or location of work
 - (c) Name of employee and Trade Classification
 - (d) Hours worked on particular job for each employee
 - (e) Detailed description of work performed
 - (2) Receiving Tickets: All receiving tickets for materials delivered to job site shall be signed by Contractor and one (1) copy provided to Owner's Representative. Contractor shall submit receiving tickets for all tool and equipment rental expenses for each day's use. If no ticket is issued, Contractor shall compile his own list. Tickets shall include following items:
 - (a) Date
 - (b) Project number, Work Authorization number, building name or location of work
 - (c) Quantity and description of item
 - (d) Cost

20. PAYMENTS

- a. Contractor shall submit a request for payment at completion of work on the Owner's web-based payment program. Contractor shall submit itemized breakdown for material and labor in accordance with General Conditions.

Contractor shall include copies of any invoices from vendors or subcontractors with the payment request.

- b. Owner will reimburse Contractor for "job cost" not to exceed amount specified in Work Authorizations for each project as compensation in full for Contractor services.
- c. The Contractor will be allowed to add up to 2% for the cost of bonding and Builders Risk Insurance to their cost of work. This 2% shall be allowed and applied on the total final cost of the Work Authorization.

- d. Owner will not reimburse Contractor for any expense or costs other than those defined herein.
- e. The Contractor shall submit all required Certified Payroll information records electronically in pdf format using the Owner's web-based payment program.
 - (1) The personal identification number required under Article 13 of the General Conditions shall not include social security numbers.
- f. Typically, Owner will require at least thirty (30) calendar days after payment request is received for processing Contractor's payment requests.

21. DIRECTION OF WORK BY OWNER'S REPRESENTATIVE

- a. Instructions to Contractor will be issued by Owner's Representative in verbal, written, or drawing form. Such instructions shall become a part of Contract Documents. All verbal instructions will be confirmed in writing.
- b. Owner's Representative shall provide direction of work which shall include, but not be limited to, following:
 - (1) Determination of a work schedule for coordination of crafts.
 - (2) Number of workmen required for any phase of work.
 - (3) Determination of amount, quantity, and design of material and/or equipment to be used on project.
 - (4) Determination of necessary tools and/or equipment required to properly prosecute work.
 - (5) Authorization of overtime work.

22. WARRANTY

- a. Bidder is to provide one (1) year material warranty at the completion of each Work Authorization. Bidder will be reimbursed for replacement labor if failure is not due to faulty installation workmanship. If failure is due to faulty workmanship by the Bidder, he will be expected to remedy at his own expense. Owner reserves the right to negotiate warranty terms on any given Work Authorization.

23. HOT WORK PERMITTING

- a. Hot Work Requirements – The contractor shall comply with the following hot work requirements and the requirements of NFPA 51B.

- (1) Hot work shall be defined as any work involving burning, welding, grinding, cutting or similar operation that is capable of initiating fires or explosions.
- (2) A Hot Work Permit shall be used on all work outside a designated hot work area. This permit shall be clearly visible within proximity of the hot work. The permit authorizing individual(s) shall be designated by the Contractor. These permits may be obtained from the Owner's Representative
- (3) Notify the Owner's Representative prior to starting hot work in buildings where fire alarm/ fire suppression systems exist so Campus Maintenance can be notified.
- (4) A copy of all completed hot work permits shall be provided to the Owner's Representative.

24. SAFETY PRECAUTIONS AND PROGRAMS

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

25. MODIFICATIONS TO INFORMATION FOR BIDDERS AND GENERAL CONDITIONS

- a. Information for Bidders:
 - (1) Reference: Information for Bidders, Page 2, Article 7.
Bid security requirements are waived for this project.

b. General Conditions:

- (1) Reference: General Conditions, Page 30, Article 11.6 shall be amended as follows:

Clarification to General Conditions, Article 11.6 Builders Risk, the Contractor shall provide and maintain a Blanket Builders Risk policy that shall remain in force for the length of the contract including extension periods if exercised. This policy will cover any and all Work Authorizations awarded under the blanket contract. As the Contractor's awarded the contract, he will provide the Owner a Certificate of Insurance evidencing the Blanket Builders Risk policy, noted by the Project Name and Number.

- (2) Reference: General Conditions, Page 31, Article 11.7.1

DELETE wording...each in an amount equal to one hundred percent (100%) of Contract Sum and INSERT additional wording to read: three hundred twenty-five thousand dollars (\$325,000), as described in Paragraph 5.

26. PERMITS

- a. The owners Representative shall secure University Authority Having Jurisdiction building permits required for the project and shall provide a list of required inspections to the Contractor.

- (1) The Contractor shall coordinate and provide reasonable scheduling and access to the Work for the Owner's Inspection.
- (2) Re-inspection of work as a result of either failed inspection or work not ready as scheduled may be at the Contractor's expense.

- b. The Contractor shall comply with applicable codes and standards as listed in the Contract Documents, General Conditions, and for work authorizations on Healthcare projects also comply with the Healthcare Construction Guidelines. Submit documentation of completing the ASHE Certified Health Care Physical Environment Worker training or equivalent for Project Managers and Superintendents assigned to healthcare projects.

- c. All permits, including, but not limited to Infection Control, Hot Work, Fire Alarm, Energized Work and HVAC interruption shall be coordinated and scheduled with the Owner's Representative or designee prior to commencement of the work.

- d. Permits for Boilers, Water Heaters and Pressure Vessels require an installation permit from the State of Missouri. Before commencement of Boilers, Water

Heaters or Pressure Vessels the Contractor must obtain an installation permit from the State of Missouri, Division of Fire Safety, Boiler and Pressure Unit as required by 11 CSR 40-2.010 through 11 CSR 40-2.065.

The permit applications are available at:

<http://www.dfs.dps.mo.gov/programs/bpv/> .

SECTION 1.F

PREVAILING WAGE RATES

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

ATTACHMENT A
SAMPLE

(Missouri S&T will issue Work Authorizations through e-Builder, these attachments are provided as examples of the type of information communicated to the contractor through the Work Authorizations they would receive)

This is your authority to proceed with Work Authorization #XX on project # RC000592 - Various Locations – Construction Labor Blanket Contract

Contract to: _____

Description of work.

Compensation for this work will be paid on a time and material basis. In order for you to receive due compensation, an MU time and material form must be completed for each day's work by an authorized representative of you company and approved by the Owner's representative daily.

Payment for the above work will be issued after the work has been completed and a detailed summary of the costs received. Legible material, equipment rental invoices, and other back up documentation required by the Owner's Representative, must be attached to the detailed summary. Remember to update your field copy of drawings to reflect as installed conditions. The University of Missouri reserves the right to correct minor math errors discovered.

If you have any questions, please contact the Owner's Representative.

ATTACHMENT B
SAMPLE

(Missouri S&T will issue Work Authorizations through e-Builder, these attachments are provided as examples of the type of information communicated to the contractor through the Work Authorizations they would receive)

This is your authority to proceed with Work Authorization # _____
on project #RC000592 - Various Locations – Construction Labor Blanket Contract

Contract to: _____

Description of work

Compensation for this work will be paid on a time and material basis with a maximum cost not to exceed \$_____. In order for you to receive due compensation, an MU time and material form must be completed for each day's work by an authorized representative of your company and approved by the Owner's Representative daily.

Payment for the above work will be issued after the work has been completed and a detailed summary of the costs received. Legible material, equipment rental invoices, and other back up documentation required by the Owner's Representative, must be attached to the detailed summary. Remember to update your field copy of drawings to reflect as installed conditions. The University of Missouri reserves the right to correct minor math errors discovered.

If you have any questions, please contact the Owner's Representative.