

# CONTRACT FORM

THIS AGREEMENT, made this \_\_\_\_\_ ( \_\_\_\_\_ ) day of \_\_\_\_\_ in the year Two Thousand and Sixteen by and between \_\_\_\_\_ hereinafter called the "Contractor," and **Southeast Missouri State University**, One University Plaza, Cape Girardeau, Missouri 63701, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

## **ARTICLE 1. STATEMENT OF WORK**

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment, and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for **INSERT PROJECT NAME, INSERT PROJECT NUMBER**, Southeast Missouri State University, in strict accordance with the Specifications and the Drawings, all of which are made a part hereof and designated as follows: "**Project Manual and Specifications for INSERT PROJECT NAME,**" for Southeast Missouri State University, all as prepared by **Southeast Missouri State University** and shall do everything required by this Agreement, General Conditions of the contract, specifications and drawings, and all other contract documents.

## **ARTICLE 2. TIME OF COMPLETION**

The contract performance time is work to be completed by **INSERT DATE**. Work may not commence until the Owner issues a written "Notice to Proceed".

## **ARTICLE 3. LIQUIDATED DAMAGES**

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified; THEREFORE, in order to adjust satisfactorily the damages on account of such failure, and the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract, the Contractor hereby covenants and agrees to pay the Owner, as and for liquidated damages, the sum of **INSERT AMOUNT (INSERT AMOUNT)** per day for each and every day, Sunday and legal holidays excepted, during which the work remains uncompleted and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

**ARTICLE 4. CONTRACT SUM**

The Owner shall pay the Contractor for the prompt, faithful, and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds with the following sum of \_\_\_\_\_ Dollars, ( \_\_\_\_\_).

By law, payments may not be started until thirty (30) days after the Contractor has commenced work, and thereafter, partial payments shall be made in accordance with the provisions of Section 8.260 RSMo as amended.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Article 6 below shall be assessed, the Owner shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

**ARTICLE 5. PREVAILING WAGE**

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages for work of a similar character 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 in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or determined by the court on appeal, shall be paid to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

**ARTICLE 6. HEALTH AND SAFETY OF EMPLOYEES**

In accordance with the provisions of Section 292.675 RSMo any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project, unless such employees have previously completed the required program.

Contractor acknowledges and agrees that any of Contractor's employees found on the

Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

Pursuant to Section 292.675, RSMo, Contractor shall forfeit to the Owner as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required above. The penalty described herein shall not begin to accrue until the time periods described above have elapsed. Violations of this section and any penalties imposed shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

**ARTICLE 7. CONTRACT DOCUMENTS**

Contract documents shall consist of, at least, the following component parts:

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Proposal as accepted by the Owner
4. Contract Form
5. Form of Performance and Payment Bond
6. General Conditions
7. Supplementary Conditions
8. Prevailing Wage Determination
9. Affidavit – Compliance with Prevailing Wage Law
10. Application and Certification for Payment
11. The Technical Specifications
12. The Drawings
13. Affidavit of Work Authorization

**ARTICLE 8. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

The Contractor shall subcontract not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to certified MBE(s) and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to certified WBE(s).

MBE/WBE assignments identified in the MBE/WBE compliance evaluation form(s) shall not be changed without written approval of the Director.

IF A CORPORATION

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Name and Title of Officer

I, \_\_\_\_\_, certify that I am Secretary of the corporation above named, that \_\_\_\_\_, who signed said contract on behalf of the corporation, was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
INSERT PROJECT MANAGER NAME, Project Manager  
Facilities Management Department

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
Angela Meyer, Director  
Facilities Management Department

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
Kathy M. Mangels  
Vice President for Finance and Administration

**APPROVED:**

\_\_\_\_\_  
Carlos Vargas  
President

**Index Number:**  
**Project Number:**

IF AN INDIVIDUAL

\_\_\_\_\_  
Name of Individual

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Firm Name, If Any

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_ *[name of individual]*, known to me to be the person who executed the foregoing contract and acknowledged to me that *(he/she)* executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

\_\_\_\_\_

Notary Public

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
INSERT PROJECT MANAGER NAME, Project Manager  
Facilities Management Department

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
Angela Meyer, Director  
Facilities Management Department

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
Kathy M. Mangels  
Vice President for Finance and Administration

**APPROVED:**

\_\_\_\_\_  
Carlos Vargas  
President

**Index Number:**  
**Project Number:**

IF A PARTNERSHIP

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Name of Partner

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_ [name of partner] of \_\_\_\_\_ [name of partnership], known to me to be the person who executed the forgoing contract in behalf of said partnership and acknowledged to me that (he/she) executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

\_\_\_\_\_

Notary Public

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
INSERT PROJECT MANAGER NAME, Project Manager  
Facilities Management Department

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
Angela Meyer, Director  
Facilities Management Department

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
Kathy M. Mangels  
Vice President for Finance and Administration

**APPROVED:**

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Carlos Vargas  
President

**Index Number:**  
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