

CONTRACT FORM

THIS AGREEMENT, made this _____ (_____) day of _____
in the year Two Thousand and Nine 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 TITLE, 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 TITLE**," 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

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, Interim Director
Facilities Management Department

APPROVAL RECOMMENDED:

Kathy M. Mangels
Vice President for Finance and Administration

APPROVED:

Kenneth W. Dobbins
President

Index Number: Insert Index
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