

Purchasing  
(660) 785.4326  
(660) 785.7337 FAX



McClain Hall 106  
100 E Normal  
Kirksville, MO 63501-4221

January 13, 2021

**TO: ALL PROSPECTIVE CONTRACTORS**

Truman State University is seeking bids for asphalt milling and asphalt overlay on the parking lot location specified herein on the campus of Truman State University. Enclosed are the following documents for this project:

1. Specifications for Asphalt Milling and Asphalt Overlay on the Campus of Truman State University  
Project No. SP21-14
2. Instructions to Bidders Document
3. Proposal Form, Bidders Signature and Statement of Bidder's Qualifications Document

Contractors who have not already examined these site conditions are highly encouraged to visit the campus and examine the site and take measurements scheduled for this project. An inspection of the current job site can be arranged Monday through Friday during normal University business days. Appointments are to be scheduled by contacting Sam Guth, Physical Plant Director at 660.785.4203, during regular business hours Monday – Friday from 8:00 AM to 4:30 PM.

Responses are to be submitted as outlined by 2:00 PM Thursday, January 28, 2021. If you have questions regarding this packet of information, please give me a call directly to 660.785.4326 or send an email to [lthrasher@truman.edu](mailto:lthrasher@truman.edu). Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Laura K. Thrasher'.

Laura Thrasher  
Purchasing Buyer

## **INSTRUCTIONS TO BIDDERS**

### **ASPHALT MILLING AND ASPHALT OVERLAY OF PARKING LOT SOUTH OF STUDENT UNION BUILDING ON THE CAMPUS OF AT TRUMAN STATE UNIVERSITY**

**Project No. SP21-14**

**Truman State University  
Kirksville, Missouri**

#### **I. INVITATION TO BID**

- A. Sealed proposals will be received by Truman State University, at the Purchasing Department, in 106 McClain Hall, Kirksville, Missouri, until specified time of bid receipt deadline and then publicly opened and read aloud for furnishing all labor, materials, tools, appliances, equipment, services, etc., necessary for asphalt milling and asphalt overlay in locations specified herein on the campus of Truman State University in accordance with project specifications and drawings dated January 28, 2021.
- B. Specifications and other information for the project may be obtained from the Purchasing Buyer in Room 106 McClain Hall, Kirksville, Missouri 63501, Phone 660.785.4326, Fax 660.785.7337 or printed from the Purchasing - Open Bid web page at the following [link: http://www.truman.edu/businessoffice/purchasing/open-bids/](http://www.truman.edu/businessoffice/purchasing/open-bids/).
- C. No bid can be withdrawn after the time set for the receiving of bids and pending consideration of and action upon same by the Owner. In no event, however, will action upon the bids be deferred beyond 60 days from the date hereinafter set forth for receiving of same.
- D. The Owner reserves the right to reject any or all bids and to waive any technicalities therein.

#### **II. RECEIPT AND OPENING OF BIDS**

- A. Truman State University, Kirksville, Missouri (herein called the "Owner") invites proposals on the bidding forms specified of which all blanks must be appropriately filled in. Bids will be received by the Owner at the Purchasing Department, 106 McClain Hall, Kirksville, Missouri, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and plainly marked with project title, bid date and bid time.
- B. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all openings of bids or authorized postponement thereof. Any bid received after the time and date specified

shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### **III. PREPARATION OF BID**

- A. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and in case of any discrepancy, the words shall govern.
- B. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.
- C. Bids submitted early may be withdrawn until the time of the opening of bids. Bids on file at the time of the opening of bids may not be withdrawn or modified for 60 days thereafter.
- D. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read, and be thoroughly familiar with, the requirements of the project. The failure or omission of any Bidder to do so shall not relieve the Bidder from any obligation of their bid.
- E. Each bid package must contain the following:
  - 1. Proposal Form and the Bid Bond (if required).
  - 2. Bidders Qualification Statement.

### **IV. SUBCONTRACTS**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

### **V. TELEGRAPHIC MODIFICATION**

- A. Any Bidder may modify their bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.
- B. If written confirmation is not received within two (2) business days from the closing time, no consideration will be given to the telegraphic modification.

## **VI. METHOD OF BIDDING**

- A. The General Contractor shall include in their price for the Total Bid, all work required as per the project specifications.
- B. Bidders are hereby instructed to submit bids not including sales tax according to the provision of Section 144.062 RSMo. The successful Bidder will receive a Project Exemption Certificate and a Missouri Tax Exemption Letter from Truman State University to use in purchasing materials on a tax free basis. It will be the contractor's responsibility to provide the documentation to any sub-contractors. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

## **VII. QUALIFICATIONS OF BIDDER**

- A. Each Bidder must submit as part of their bid proposal, a Statement of Bidders Qualifications which is part of the Proposal Form.
- B. The Owner shall have the right to take such steps as they deem necessary to determine the ability of a Bidder to perform the work, and each Bidder shall furnish to the Owner such information and data for this purpose as it may request. The Owner reserves the right to reject any bid where an investigation, or consideration of the information submitted by such Bidder, does not satisfy the Owner that the Bidder is qualified to carry out properly the obligations of the contract and to complete the work contemplated therein. Poor performance, lack of cooperation, or unjustified delay on construction projects for other state agencies or governmental units will be given special consideration by the Owner in judging the qualification of a Bidder.
- C. Conditional bids will not be accepted.

## **VIII. BID SECURITY**

- A. Each bid must be accompanied by a Bid Bond duly executed by the Bidder as principal and having as surety thereon a duly authorized surety company in the amount of five percent (5%) of the Bidder's total base bid, made payable to Truman State University. Bid bonds will be returned to all except the three (3) lowest Bidders within three (3) business days after the opening of bids, and the remaining bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or if no award has been made within 60 business days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.
- B. Bids submitted without the required bid security will not be considered as invalid bids.**

## **IX. FAILURE TO ENTER INTO CONTRACT**

- A. Bid security is required as a guarantee that the successful Bidder will enter into a written contract and furnish the required performance security within two (2) weeks after issuance of notice by the Owner to the Bidder that their bid has been accepted.
- B. The selected Bidder, upon their failure or refusal to execute and deliver the contracts and bonds required within the two (2) week period, agrees to forfeit to the Owner, for such failure or refusal, the security deposited with their bid.

## **X. TIME OF BID OPENING, COMMENCEMENT OF WORK, COMPLETION OF WORK**

### **A. Time Schedule**

- 1. Bid Receipt Deadline: 2:00 PM Thursday, January 28, 2021
- 2. Bid Opening: 2:05 PM Thursday, January 28, 2021
- 3. Notice to Proceed: Pending review of bids
- 4. Commencement of Work on Site: Upon issuance of purchase order
- 5. Final Completion of Work: June 30, 2021

## **XI. CONDITIONS OF WORK**

- A. Each Bidder must inform themselves fully of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve the successful Bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of their contract.

## **XII. ADDENDA AND INTERPRETATIONS**

- A. No interpretation of the meaning of the plans, project manual or other pre-bid documents will be made to any Bidder orally.
- B. Every request for such interpretation should be in writing addressed to the University's Purchasing Department, 106 McClain Hall, Kirksville, MO 63501 and to be given consideration must be received at least five working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in form of written addenda to the project manual which, if issued, will be mailed to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three working days prior to the date fixed for the opening of bids. Failure of any Bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligations under their bid as submitted. All addenda so issued shall become part of the contract documents.

### **XIII. SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond, or bonds, shall be by duly authorized surety company satisfactory to the Owner.
- B. The bond shall be in the amount of 100% of the contract amount or in the amount of 25% of the contract amount if in the form of an acceptable money order or cashier's check made payable to Truman State University. The performance security shall be delivered to the Owner along with the signed contract.
- C. The performance bond is required as a guarantee that the successful Bidder will fully and faithfully perform the work required by the contract documents. If the work is properly and punctually performed to the satisfaction of the Owner, then the full amount of the performance bond shall be refunded by the Owner. If the work is not properly and punctually performed, then the amount of damages sustained by the Owner shall be retained by it, and the balance of the performance bond shall be refunded by the Owner. In the event the amount of damages sustained by the Owner exceeds the amount of the performance bond, then the Bidder shall be liable to the Owner for the excess amount.

### **XIV. LABOR AND MATERIALS PAYMENT BOND**

- A. The selected Bidder will be required to furnish a labor and materials bond written in favor of the Owner in the amount of 100 percent of the contract amount. This bond must be furnished within 10 days of award and shall remain in force throughout the life of the contract and its warranty period.

### **XV. POWER OF ATTORNEY**

- A. Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **XVI. NOTICE OF SPECIAL CONDITIONS**

- A. Attention is particularly called to those parts of the contract documents and project specifications that deal with the following:
  - 1. Inspection and testing of materials
  - 2. Insurance requirements
  - 3. Wage rates
  - 4. Stated allowances
  - 5. Time of construction.

## **XVII. LAWS AND REGULATIONS**

- A. The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- B. The selected Contractor shall be solely responsible for any injuries or damages caused by his work on the project, and the successful Bidder agrees to hold the Owner harmless from such claims. The successful Bidder also agrees to reimburse and indemnify the Owner for any amounts it may be legally obligated to pay for such claims and for any legal expenses it incurs in defending such claims.
- C. The selected Contractor shall have thorough and complete knowledge of the Americans With Disabilities Act of 1990. The successful Bidder also agrees to provide complete capabilities to meet or exceed all requirements required of this Act for the particular project awarded.

## **XVIII. METHOD OF AWARD**

- A. Bidding procedure involving base bids and additive alternate bids. One contract will be awarded for this project. Where additive alternates are requested, the award will be made to that responsible Bidder submitting the best and lowest Base Bid, or the best and lowest bid consisting of the Base Bid with such alternate additives as required to produce a net bid amount not to exceed availability of funds. The Owner may reject all bids or may award the contract to the Bidder determined to have submitted the best and lowest bid.

## **XIX. OBLIGATION OF BIDDER**

- A. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect of their bid.
- B. Should a Bidder find discrepancies in or omissions from the drawings or project specifications, or should they be in doubt as to their meaning, they shall at once notify the Owner in writing. The Owner will send written instructions to all Bidders. The Owner will not be responsible for any oral instruction.
- C. Addenda may be issued during the time of bidding that shall be covered in the proposal and will become a part of this contract.
- D. No oral, telephonic proposals or modifications of proposals will be entertained except as described in the "Telegraphic Modification" article in this document.

## **XX. MATERIALS AND/OR PRODUCTS OF APPROVED EQUAL**

- A. Where materials and/or products are specified by name of manufacturer, brand, trade name, or catalog number, only such specified items may be used in the Base Bid. Where two or more materials and/or products are named as equals, the choice of the listed equals shall be optional with the successful Bidder.
- B. The first named manufacturer's equipment has been used to determine space requirements. Should another manufacturer's equipment be used in preparing proposals, Bidder shall be responsible for determining and coordinating that said equipment will fit space allocated prior to shop drawing submittal.
- C. When several manufacturers are named in the project specifications, the corresponding product and models made by the specified manufacturers will be accepted and the bid may be based on any one of the products. However, if the bid is based on the products other than first name specified, it shall be understood that there will be no extra cost involved whatsoever, and the cost effect on other trades has been included in the proposal.
- D. If a Bidder desired to substitute any other material and/or product as an approved equal, they must obtain approval at least seven (7) days prior to the date set for opening of the bids. The request by a Bidder for an approved equal must be accompanied by data substantiating the claim that the material or products are equal to those specified, and the request must be submitted by the Bidder sufficiently far in advance for the Owner to make an informal decision prior to the opening of bids. Approval of the substitute shall be by Addendum sent to all Bidders.
- E. Previous approval by the Owner of materials and products for other projects does not constitute approval for this project.

## **XXI. RESPONSIBILITY AND INSURANCE**

- A. The Contractor shall be responsible for the general care, control, and order of all operations carried on and about the premises during the continuance and until the completion and acceptance of the work herein specified. They shall see that all subcontracts (if any) are let well in advance, and require subcontractors to assemble their materials and make all preparations to start their work when project is ready to receive same so that no delays will occur.
- B. The Contractor shall take out Public Liability and Property Damage Insurance in amounts acceptable to the Owner as well as Worker's Compensation Insurance, and shall assume all risk and be responsible for all damage of any kind or description to any person or persons or any property caused or alleged to have been caused or incidental to the execution of this Work, and shall defend all suits or claims arising incidental to the execution of the Work under this contract without cost to anyone except the Contractor.



- C. The successful Bidder shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from their operations under the contract whether the operations be by them, by a subcontractor, or by anyone employed by them.
- D. The successful Bidder agrees to indemnify and save Truman harmless from any and all claims, demands, damages, actions, or causes of action, arising or to arise against Truman by reason of the successful Bidder's performance of the contract.
- E. Insurance shall be acquired for and on behalf of the successful Bidder in protecting the successful Bidder from claims for damages for bodily injuries, including sickness or disease, death and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations be by the successful Bidder or anyone directly or indirectly employed by them.
- F. The selected Bidder shall be required to carry the following insurance coverage and types at a minimum:
  - 1. Comprehensive General Liability: Coverage (including products/completed operations liability insurance and broad form comprehensive general liability endorsement or its equivalent) shall have minimum limits of \$2,000,000 per occurrence aggregate; and \$1,000,000 per each occurrence for bodily injury, death, or property damage per person. This shall be maintained for three (3) years after completion of the work if this policy is on a claims-made basis.
  - 2. Business and Comprehensive Automobile Liability: Coverage shall have minimum limits of \$2,000,000 combine limit per occurrence in the aggregate and \$1,000,000 per each occurrence for bodily injury, death, or property damage per person. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - 3. Property Insurance: Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around facilities. The coverage also should include off-site and in-transit exposures.
  - 4. Worker's compensation insurance as prescribed by the laws of the State of Missouri.
- G. Certificates shall name Truman State University as an additional insured on all liability policies except for professional liability. The successful Bidder shall use the insurance industry standard ACCORD form, or other adequate proof of such insurance.
- H. The selected Contractor shall furnish prior to the start of the work, certificates or adequate proof of the foregoing insurance. Certificates furnished by the successful Bidder or their subcontractors shall contain a clause stating that "Truman State University is to be notified

in writing at least thirty (30) days prior to cancellation of, or any material change in, the policy.” Such notice is to be sent to the Owner’s Purchasing Agent.

- I. The company providing insurance for the successful Bidder and their subcontractors must be licensed to do business in the State of Missouri and be acceptable to the Owner based upon A.M. Best or other ratings.
- J. The selected Contractor should be responsible for all losses that fall under any deductibles on required insurance coverage.
- K. If subcontractors are employed, the successful Bidder shall procure and maintain bodily injury and property damage liability insurance for and on behalf of the successful Bidder for claims and damages arising out of acts of subcontractors in the same amounts as required for claims and damages arising out of acts of the successful Bidder.

## **XXII. STATUTORY REGULATIONS**

- A. Missouri Preference. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this professional services process must be handled as confidential and may not be shared with Firms who may want to do business with Truman without the prior written approval of the University.
- B. By virtue of statutory authority, a preference will be given to Missouri labor and to products of mines, forests, and quarries of the State of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtainable at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes 1978 and Cumulative Supplements. For the purpose of this document “suitable character” is defined as being of the same quality, appearance, color and texture in keeping with material specified.
- C. Buy American – Domestic Products Procurement Act. The MO Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States unless such purchase would increase the cost of the contract by more than ten percent (10%) or would contravene any existing treaty, law, agreement, or regulation of the United States. As defined in 34.350 RSMo, United States means the United State of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the Bidder must provide proof of compliance.

In order to receive preference for providing products, which meet the requirements outlined in the Missouri Domestic Products Procurement Act, the Bidder must complete, sign and return the form provided with this packet with their bid. If this form is not completed,

signed, and returned, the items bid will not be considered to meet the requirements for preference.

D. Executive Order 03-27: Executive Order 03-27 states Missouri state government agencies shall purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. In addition to the above, Firms must provide the following information:

1. A description of the proposed services that will be performed and /or the proposed products that will be provided by Missourians and/or Missouri products.
2. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
3. A description of the Firm's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
4. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the Firm must disclose such fact and provide details with their proposal.
5. MBE/WBE Certification. In accordance with Executive Order 98-21, firms are encouraged and may be required per the RFP to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.mo.gov/oeo/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877.259.2963 or email [heyern@mail.oa.state.mo.us](mailto:heyern@mail.oa.state.mo.us).

\_\_\_\_\_MBE      \_\_\_\_\_WBE      \_\_\_\_\_Both

In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Firms should apply the same preferences in selecting other appropriate resources. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of

Missouri. Such preferences shall be given when quality is equal or better and delivered price is the same or less.

Truman reserves the right to consider historic information and fact, whether gained from the Firm's proposal response, question and answer conferences, references, or any other source, in the evaluation process.

In the evaluation of the Firm's proposal, Truman reserves the right to consider the value of money and any other economic impact factor as deemed appropriate and in the best interests of the University. The final determination of award shall be made by Truman. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected. Truman will notify all Firms responding to this RFP the Firm whom has been selected to perform these creative design services. Any proposal award protest must be received within 20 days after the date of award in accordance with the State.

### **XXIII. BREAKDOWN LIST**

- A. The selected Contractor shall submit to the Owner, a complete breakdown, in triplicate, listing all parts of the work to be done by the Contractor with dollar amount set up for each part. The list shall include subcontracts and shall total the amount of the contract.
- B. No changes or substitutions may be made in the list of Subcontractors and manufacturers without written approval of the Owner. Contracts will not be signed before the list is approved. The Contractor will not employ any Subcontractor to whom the Owner may have reasonable objection.

### **XXIV. WAGE RATES AND EMPLOYMENT REQUIREMENTS**

- A. In accordance with the State of Missouri (HB 1729) legislation passed and signed by the Governor of Missouri, public works projects valued \$75,000 or less are not subject to the Prevailing Wage Law. If labor will exceed \$75,000, the selected Bidder agrees to comply with Chapter 290, Revised Statutes of Missouri, which concerns the payment of prevailing wages on public works. A copy of the State of Missouri, Division of Labor Standards Annual Wage Order No. 27, Section 001, Adair County, Annual Incremental Wage Increase, effective April 9, 2020 is attached hereto and is a part of the contract. Not less than the prevailing hourly rate of wages determined by the Division shall be paid by a contractor or subcontractor. Contractor will forfeit a penalty to the Owner One Hundred Dollars (\$100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for work done under the contract by the Contractor or by any Subcontractor under them. Contractor will provide the University Certified Payroll Records and a Prevailing Wage Affidavit prior to or with an approved invoice for work performed.

- B. The Contractor and all Subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the Owner of Twenty-five Hundred Dollars (\$2,500) plus an additional One Hundred Dollars (\$100) for each employee employed by the Contractor or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training as per Section 292.675, RSMo.
- C. During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Contracting Officer under Section 290.550 through 290.580 RSMo,
- D. Every transient employer, as defined in Section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo, be liable for a penalty of Five Hundred Dollars (\$500) per day until the notices required by this section are posted as required by the statute

## **XXV. LIST OF SUBCONTRACTORS**

- A. Each Bidder must include with their bid a list of Subcontractors, and major suppliers and/or manufacturers to be used in the execution of the work. Failure to include a complete list shall be grounds for rejection of bid. The bidder is advised that any person, firm, or other party whom it is proposed to award a subcontract under this contract must be acceptable to the University. The selected Contractor shall see that all subcontracts (if any) are let well in advance, and required to start their work when the project is ready to receive same so that no delays will occur.

## **XXVI. OWNER REGULATIONS**

- A. Alcohol and Illegal Drugs. Possession and/or use of alcohol or illegal drugs are prohibited on the Owner's campus. The Owner's published rules regarding this matter shall apply to **ALL** workers related to the particular project.
- B. Parking Regulations. The successful Bidder agrees to comply with the Owner's published rules and regulations regarding vehicles and campus parking. All motor vehicles parked on the Owner's property must be identified with a properly displayed permit. Service vehicles are non-university vehicles which conduct university business or services on a regular basis. Loading and unloading zones are provided for the successful Bidder to use. It shall be further understood that driving on the Owner's sidewalks is not permitted. The successful Bidder will be responsible for their motorized vehicles and all violations identified to their vehicles. Any exigent circumstances are to be directed to the Department of Public Safety, Parking Services, 660.785.7400.
- C. Cleaning. The selected Contractor shall keep the premises clean and orderly at all times, and upon leaving the job site, shall thoroughly clean the premises. The job site shall be left clear of clutter such as food bags, soda cans, or soda cups at the end of each work day. This includes both the work area and any break areas. Any trash should be left in building centralized trash receptacles.

Prior to the completion of the project, the selected Contractor shall also remove any material considered a hazardous waste material or materials that would incur a fee to analyze and determine the method for disposal. The Owner's Environmental Safety Specialist, or his designate, shall be contacted to inspect the job site to verify no such materials are left present prior to final payment being released to the selected Contractor.

- D. Non-Discrimination. All contractors and all subcontractors doing business with the Owner must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by a contractor or subcontractor is found to exist, the Owner must take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all Bidder's lists until corrective action is made and ensured, and referral to the Attorney General's Office.

## **XXVII. MINORITY/WOMEN OWNED BUSINESS ENTERPRISES (MBE/WBE REQUIREMENTS)**

- A. For contracts in an amount greater than or equal to One Hundred Thousand and 00/100 Dollars (\$100,000.00), the following provisions shall apply:
  - 1. The selected Contractor is bound to subcontracting not less than the percent indicated in the awarded contract to MBE/WBE(s).
  - 2. If the selected Contractor fails to meet or maintain stated percent, they must satisfactorily explain to the Owner why the requirements cannot be achieved and why meeting the requirements were beyond the selected Contractor's control.

3. If the Owner finds the selected Contractor's explanation unsatisfactory, the Owner may take any appropriate action including, but not limited to:
  - a) Declaring the selected Contractor ineligible to participate in any Owner contracts for a period not to exceed six (6) months.
  - b) Directing that the selected Contractor be declared in breach of the contract.
4. If a MBE/WBE is replaced during the course of the contract, the selected Contractor shall make a good faith effort to replace them with another MBE/WBE. All substitutions shall be approved by the Owner.
5. The selected Contractor shall provide the Owner with regular reports on its progress in meetings its MBE/WBE obligations. As a minimum, the dollar value of work completed by each MBE/WBE subcontractor during the preceding month and as a cumulative total shall be reported as part of each monthly application for payment. Any payment not including such report will be rejected as incomplete. Upon final completion, the final pay request shall include a final report of the total dollar value of work completed by each minority subcontractor during the total contract and the calculations showing the final percentage goal attained.
6. Vendors whose pricing will exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) must contact the Owner's Purchasing Agent to obtain the MBE/WBE forms that will need to be completed and included with their proposal response.

END OF DOCUMENT

**SPECIFICATIONS FOR  
ASPHALT MILLING AND ASPHALT OVERLAY OF  
PARKING LOT SOUTH OF THE STUDENT UNION BUILDING ON THE  
CAMPUS OF TRUMAN STATE UNIVERSITY**

**Project No. SP21-14**

**Truman State University  
Kirksville, MO**

- I. SCOPE OF WORK:** Work covered by these specifications and maps includes the furnishing of all materials, labor, tools, appliances, equipment, services, etc., necessary for asphalt milling and asphalt overlay as specified herein on the campus of Truman State University. All work shall be subject to the terms and conditions of these project documents.
- II. GENERAL CONDITIONS:** The selected Contractor shall conform to all requirements of these specifications and map. In case any point with regard to the true extent of these specifications and drawings are not fully understood by the bidder or if there is any doubt as to the items to be included in their bid, the bidder shall contact the Director of Physical Plant, or his designate, for such further instructions as may be necessary. In no case shall a bid be submitted in uncertainty.
- III. EXAMINATIONS OF PREMISES:** Before submitting bids for this work, each bidder shall examine the predetermined sites and satisfy themselves as to the existing conditions under which they will be obliged to operate, or that will in any manner affect the work under this contract. No allowances will be made for any error or negligence on the part of the selected Contractor for not examining the site for existing conditions.
- An inspection of the predetermined job sites can be arranged Monday through Friday during normal University business days from 8:00 A.M. to 4:30 P.M. Appointments can be scheduled by calling Sam Guth, at 660.785.4203.
- All information is provided only for the assistance of the bidders and does not alleviate the bidder from thoroughly examining the site conditions. Failure of the bidders to review the site will not excuse bidders from performing the work as specified.
- IV. SPECIFICATIONS:** These specifications and drawings are intended to fully cover all phases of work involved. Should a case arise in which they apparently do not, the Director of Physical Plant, or his designate, shall decide such questions and the decision shall be final and binding on all parties. Notification of changes will be made in the form of a written addendum and forwarded to all bidders currently holding specifications and supporting



drawings for this project. All work necessary for specified concrete work on the Truman campus must be done without extra charge.

- V. QUALITY AND WORKMANSHIP:** All labor, tools, materials and equipment necessary for the completion of all work included in these specifications, map and pictures shall be furnished at the selected Contractor's own expense. All materials used shall be new and fresh unless otherwise specified and both materials and workmanship shall be of the best quality and shall be subject to the approval of the Director of Physical Plant, or his designate.

All labor shall be performed in a first-class, substantial, neat and workmanlike manner. All damage shall be repaired, including any building damage, glass breakage, exterior and interior walls, floors and surrounding grounds, grass and shrubbery, all patching done, all broken materials, and everything left perfect and complete in every respect.

All work shall be performed by workmen skilled in their trades and none but a first-class and complete job shall be accepted. It is implied that the selected Contractor shall, as part of this work, make all parts come together in a neat and finished manner, with minor work not mentioned but being required, also completed to make a first-class job. The job site is to be left in an orderly manner after each workday. The successful Contractor may contact the University On-Site Supervisor for additional details.

- VI. PERMITS, LICENSES, AND SO FORTH:** The selected Contractor shall give the proper authorities all notices as required by law relative to the work in his charge, obtaining all official permits and paying for all legal fees that are necessary for the due and faithful performance of the work herein listed. In accordance with the State of Missouri (HB 1729) legislation passed and signed by the Governor of Missouri, public works projects valued \$75,000 or less are not subject to the Prevailing Wage Law. If labor is to exceed \$75,000 Prevailing Wage is applicable and Adair County Annual Wage Order No. 25 will be included.

- VII. DEFECTIVE WORK:** No work will be considered accepted which may be considered defective or deficient in any of the requirements of these specifications and drawings. The selected Contractor will be required to correct any imperfect work whenever discovered within a one (1) year period of final acceptance by the University.

- VIII. INSPECTION OF WORK:** All work performed by the selected Contractor shall be subject to the approval of the director of Physical Plant, or his designate, at all times during the progress of the work.

- IX. PROTECTION OF WORK:** The Owner's property and the work performed, as well as the materials to be used, shall at all times be thoroughly protected from the weather and other causes, and all damage resulting from such neglect shall be made good by the selected Contractor at their own expense.

**X. SPECIFICALLY:**

**A. General Scope:**

1. The purpose of these specifications and maps is to obtain all labor, tools, materials, and equipment necessary for asphalt milling and asphalt overly as specified in the enclosed documents on the campus of Truman State University. The approximate square footage of 26,266 must be verified on-site by the bidders.

**B. Locations and descriptions:**

1. Parking lot south of the Student Union Building: The entire asphalt area, between the east and west curbs and north and south curbs, shall be milled and overlain. Mill the existing asphalt paving to a depth of a minimum of 2 inches. Install new asphalt paving at thickness of not less than 2 inches. The lot measures out to be approximately 26,266 sq. ft. paving. The lot is L shaped, northwest corner to northeast corner measures approx. 188 ft., southwest corner to southeast corner measures approx. 90 ft. The drive/exit to the south measures approx. 12 ft. by 64 ft.
2. The concrete shown in the attachment will not be overlaid and will need to be subtracted from the approx. sq. feet of surface. The islands shown will be removed by Truman State University employees, they will need asphalt of 2-5 inch depth, base will be compacted and curbs removed prior to the asphalt work. See Attachment A.
3. No line stripping is required in this bid; University will be restriping this lot after work is accepted.

**C. Technical specifications:**

1. Regulatory Requirements: Conform to applicable local, county, and state codes for paving work.
2. Environmental conditions: Do not place asphalt when base surface temperature is less than 40 degrees F, or surface is wet or frozen.
3. Prime Coat: The prime coat shall be Emulsified Asphalt, Grade AE-P; Tar Grade RT 2 or RT 3; or Cutback Asphalt Grade MC30 or MC70.
4. Asphalt Cement: As specified for the appropriate mix by the City of Kirksville, Missouri Engineering Department Standards or Missouri Department of Transportation.
5. Mineral Filter: As specified for the appropriate mix by the City of Kirksville, Missouri Engineering Department Standards or Missouri Department of Transportation.
6. Aggregate: As specified for the appropriate mix by the City of Kirksville, Missouri Engineering Department Standards or Missouri Department of Transportation.

7. Tack Coat: The tack coat shall be Emulsified Asphalt, Grade SS-1, SS-1h, RS-2, or CRS-2 or Asphalt Cement Grade AC-10, AC-20, AC-30 or AC-40, or as described in the City of Kirksville, Missouri Engineering Department Standards or Missouri Department of Transportation.
8. Primer: Homogeneous, medium curing, liquid asphalt.
9. Asphalt Paving Mix: Use dry material to avoid foaming. Mix uniformly. Mix as specified in the City of Kirksville, Missouri Engineering Department Standards or Missouri Department of Transportation.
10. Examination: Verify that compacted subgrade and granular base is dry and ready to support paving and imposed loads. Verify gradients and elevations of base are correct.
11. Subbase: Section 02231 – Aggregate Base Course forms the base construction for work of this section.
12. Preparation – Primer: Apply primer in accordance with City of Kirksville, Missouri Engineering Department Standards or Missouri Department of Transportation. Apply primer on base surface at uniform rate of 0.35 gal./sq. yd. Also apply to contact surfaces of curbs, gutters and existing pavement. Use clean sand to blot excess primer.
13. Placing asphalt pavement – single course: Place asphalt within 24 hours of applying primer. Place to thickness identified on the drawings. Compact pavement by rolling. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment. Develop rolling with consecutive passes to achieve even and smooth finish, without roller marks.

## **XI. Schedule**

- A. Coordinate work schedule with the Director of Physical Plant. Work shall begin at earliest possible date and completed by June 30, 2021.

## **XII. Sales Tax Exemption**

- A. The University will utilize its exemption from payment of sales tax. The bids shall not include sales tax. The University's exercise of the rights under this paragraph shall not

reduce the bidder's obligation to the University with respect to these specifications and drawings.

- B. The selected Contractor will be provided with the University Sales Tax Exemption Letter to be utilized for this project only.

**XIII. Bidding Procedures:**

- A. Prices quoted shall include all aspects of the work specified.
- B. Only one (1) contract will be awarded for the work.

**XIV. GUARANTEE:** The selected Contractor shall provide a (1) year warranty on workmanship and shall supply manufacturer's warranty on materials.

**XV. USE OF PREMISES:** The selected contractor shall confine his apparatus, the storage of materials, and the operation of his workmen to such places and within such limits as to cause the least inconvenience to the University.

**XVI. REMOVAL OF RUBBISH:** The selected Contractor shall not allow any dirt or rubbish to accumulate in the buildings or on the grounds adjoining the buildings. The selected Contractor shall promptly remove all debris and properly dispose of it off-campus. This also includes removal of any item(s) associated with the project that are considered hazardous waste.

**XVII. ACCEPTANCE:** Upon inspection of all work for damage and quality, the University will provide written acceptance or list of requirements to make work acceptable.

**XVIII. COMPLETION OF WORK:** Work shall commence upon receipt of an Agreement and Purchase Order from the University Purchasing Agent and shall be completed on or before June 30, 2021.

PROJECT NO. SP21-14  
BID DATE: Thursday, January 28, 2021  
BID TIME: 2:00 PM

## PROPOSAL FORM

Proposal of \_\_\_\_\_  
(hereafter referred to as Bidder)

TO: Truman State University  
Purchasing Buyer  
106 McClain Hall  
Kirksville, MO 63501

FOR: Asphalt Milling and Overlay Project –  
Truman State University

The undersigned Bidder hereby proposes and agrees to furnish all material, labor, tools, appliances, equipment, services, etc., necessary for asphalt milling and asphalt overlay in location specified herein on the University's campus as set forth in the Information For Bidders and Specifications For Asphalt Milling and Asphalt Overlay of Parking Lot South of the Student Union Building Project on the Campus of Truman State University as outlined for Project No. SP21-14 dated January 13, 2021.

The undersigned Bidder further understands that there is a **Bid Security required** for this project. The selected Bidder will be required to **furnish a Performance Security**. All securities must be in the form of an acceptable money order, cashier's check or performance bond. The performance security will be for 100% of the Base Bid if in the form of a performance bond and for 25% of the Base Bid if in the form of a money order or cashier's check.

The undersigned Bidder further understands that the prevailing wage determination rates for public works **will apply** for this project if the labor exceeds \$75,000. In accordance with the State of Missouri (HB 1729) legislation passed and signed by the Governor of Missouri, public works projects valued \$75,000 or less are not subject to the Prevailing Wage Law.

**BASE BID:** Work to be completed as outlined in the specifications necessary for asphalt milling and asphalt overlay in locations specified herein on the campus of Truman State University as outlined in the project specifications. Other work to be included as outlined for this project in the specifications.

University to pay Bidder the sum of

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for asphalt milling and asphalt overlay in locations specified herein on the campus of Truman State University.

Contractor Viewed Site: \_\_\_\_\_

Date Contractor May Begin Work: \_\_\_\_\_

Bidder hereby certifies that the following subcontractors, suppliers, and/or manufacturers will be used in the performance of the work:

Work Performed

Subcontractor Name & Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Bidder hereby certifies that:

- a. Bidder has read and understands the Bidding Documents, and this Bid is made in accordance therewith;
- b. Bidder has visited the site, has familiarized themselves with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents;

- c. Bid is based upon the information for materials, labor, services, etc. required by the Bidding Documents without exception;
- d. Bidder will not later request and will not later expect to receive additional payment for work related to conditions which can be determined by examination of the site and the Bidding Documents;
- e. Bid is genuine and is not made in the interest of or on behalf of an undisclosed person, firm or corporation;
- f. Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;
- g. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding;
- h. Bidder will not discriminate in any way against any employee or applicant for employment because of race, creed, color, sex or nationality in connection with the performance of the work. Bidder agrees that they will obtain identical certifications from each subcontractor and will retain such certification in their files.

Bidder understands Work may commence upon acceptance of a Purchase Order/Contract from the University. The completion date for this project must be by August 2, 2019.

Bidder acknowledges receipt of the following addenda:

ADDENDUM No. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM No. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM No. \_\_\_\_\_ DATED \_\_\_\_\_

END OF PROPOSAL FORM

**BIDDER'S SIGNATURE**  
(Complete one of the four sections below.)

**(1) IF AN INDIVIDUAL**

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

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

\_\_\_\_\_

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Social Security No.

State Residence Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

**(2) IF A CORPORATION**

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Title of Authorized Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Federal Tax ID No.

1. Incorporated under the  
laws of the State of

\_\_\_\_\_

2. Licensed to do business  
in the State of Missouri:

\_\_\_\_\_ Yes    \_\_\_\_\_ No

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number



**(3) IF A PARTNERSHIP**

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

By \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Title of Authorized Officer

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

1. Names of Principal  
Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Social Security Number

**(4) IF A JOINT OWNERSHIP**

\_\_\_\_\_  
Name of Individual(s)

By \_\_\_\_\_  
Signature of Individual(s)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

State Residence Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Social Security Number

## STATEMENT OF CONTRACTOR'S QUALIFICATIONS

### I. CONTRACTOR'S QUALIFICATIONS.

The University shall have the right to take such steps as it deems necessary to determine the ability of a Contractor to perform the work, and each Contractor shall furnish to the University such information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation, or consideration of, the information submitted by such Contractor, does not satisfy the University that the Contractor is qualified to carry out properly the terms of the specifications.

### II. Information about the Contractor

A. Company Name: \_\_\_\_\_

B. Legal Name (if different): \_\_\_\_\_

C. Years in Business: \_\_\_\_\_

D. Number of years performing asphalt replacement jobs similar to this proposal: \_\_\_\_\_

E. Contact Person: \_\_\_\_\_

F. Full Mailing Address: \_\_\_\_\_

G. Telephone Number: \_\_\_\_\_

H. FAX Number: \_\_\_\_\_

I. E-Mail Address: \_\_\_\_\_

J. Federal Tax Identification Number: \_\_\_\_\_

K. Name and phone number of Bonding company: \_\_\_\_\_  
\_\_\_\_\_

L. Number of full-time employee's: \_\_\_\_\_

M. Names and titles of personnel who would work on this project (**attach brief experience listings** for each focusing on similar projects):  
\_\_\_\_\_  
\_\_\_\_\_

N. Name of person who would be Project Manager for this project (**attach experience listing** with similar projects): \_\_\_\_\_

This person will be required to meet with the University's Project Manager and/or their designee(s) regularly during the entire course of the work to discuss progress.

### III. Qualifications and Requirements

No exceptions may be taken to the following:

- A. If more than one Contractor or company is involved in the asphalt replacement project, there must be a Prime Contractor. This Prime Contractor assumes responsibility for all other entities involved.

**List Prime Contractor here:**

---

- B. The **response must include a signed statement** from all involved Contractors agreeing that all work will be done as specified and that all Vendors will work under the Prime Contractor to resolve any problems during the asphalt replacement process at no additional cost to the University. Write statement here with signature: \_\_\_\_\_

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- C. Prime Contractor must take responsibility for all work performed. This includes any work performed from a third party.

- D. The Contractor is preferred to have been in this business for three years or more.

- E. The Contractor shall have completed projects of no less than 75% of this size and scope, and must be able to provide documented proof of this work and references.

- F. Other experience qualifying you for the Work now bid: \_\_\_\_\_

- G. Number of contracts on which default was made: \_\_\_\_\_

- H. Description of defaulted contracts and reason therefore: \_\_\_\_\_

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- I. Have any administrative or legal proceedings been started against you alleging violation or any wage and hour regulations or laws? \_\_\_\_\_

If the answer is "yes", give details: \_\_\_\_\_

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I certify that this company satisfies all the above items and have included all the required documentation with the proposal response.

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### IV. Experience and Existing Customers

The University is interested in Contractor's experiences that most closely resemble this asphalt replacement project.

How many projects within 200 miles of the University has the Contractor completed? How many statewide?

Area \_\_\_\_\_ Statewide \_\_\_\_\_

#### V. Workload

How many asphalt replacement projects of this type of project are currently underway by your company? \_\_\_\_\_

How many asphalt replacement projects do you estimate your company will be doing concurrently with the project in this document? \_\_\_\_\_

#### VI. References

To be a qualified Contractor, the Vendor must include below three references with similar asphalt replacement work being done. Preference will be given to Vendors with references for work at organizations most similar to the University. **References will be contacted - please verify information before submitting.** All references will be called. Please inform your contacts that a 15-20 minute call may be anticipated.

##### Reference #1

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax #s: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Secondary Contact Phone and Fax #s: \_\_\_\_\_

Dates of asphalt replacement project: \_\_\_\_\_

Description of Job: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Reference #2**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax #s: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Secondary Contact Phone and Fax #s: \_\_\_\_\_

Dates of asphalt replacement project: \_\_\_\_\_

Description of Job: \_\_\_\_\_

## **Reference #3**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax #s: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Secondary Contact Phone and Fax #s: \_\_\_\_\_

Dates of asphalt replacement project: \_\_\_\_\_

Description of Job: \_\_\_\_\_

## **VII. Subcontractors/Partners**

The applicable terms and provisions of the contract documents shall bind every subcontractor through the Primary Contractor. The University shall have no obligation to pay or see the payment to a subcontractor. Further information about subcontractors will be requested prior to award.

Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled Subcontractors/Partners if necessary. No subcontractors/partners will be allowed unless approved in writing by the University.

| Business Name | Years Exp. | Function | Minority Status |
|---------------|------------|----------|-----------------|
| _____         | _____      | _____    | _____           |
| _____         | _____      | _____    | _____           |
| _____         | _____      | _____    | _____           |

## VIII. References for Subcontractors/Partners

Include below two references for EACH subcontractor (duplicate this page if needed for multiple subcontractors). Again, preference will be given to Contractors with references for implementations at organizations most similar to the University.

### **Reference #1**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax #s: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Secondary Contact Phone and Fax #s: \_\_\_\_\_

Dates of asphalt replacement project: \_\_\_\_\_

Description of Job: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Reference #2**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax #s: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Secondary Contact Phone and Fax #s: \_\_\_\_\_

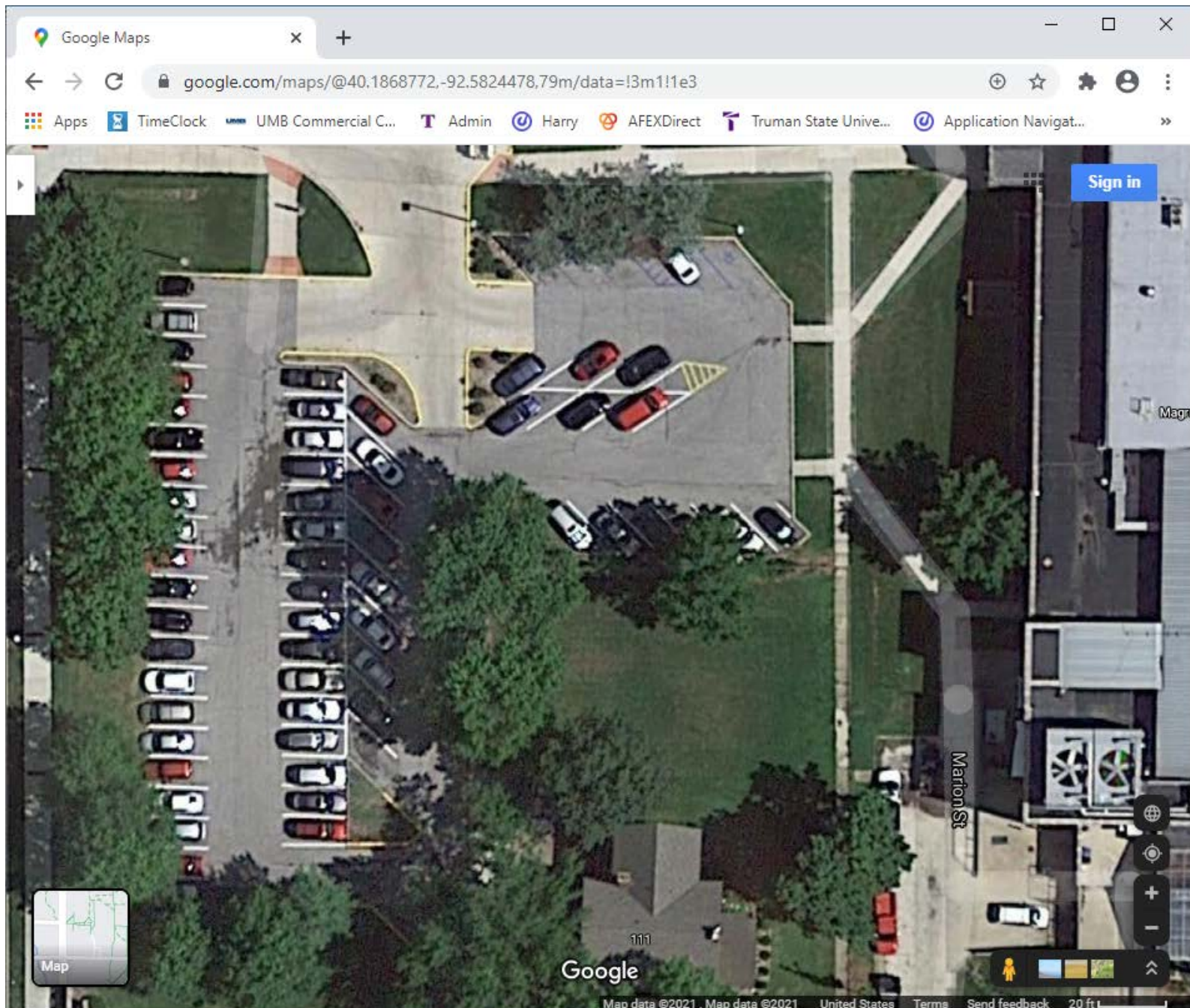
Dates of asphalt replacement project: \_\_\_\_\_

Description of Job: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

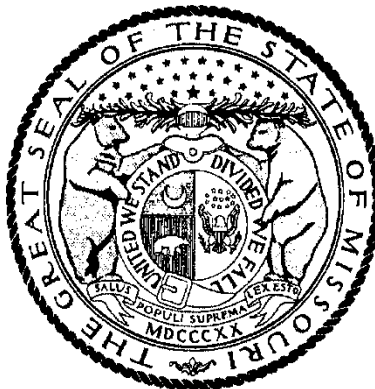
END OF DOCUMENT



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 27

Section 001  
**ADAIR COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations



| OCCUPATIONAL TITLE           | **Prevailing<br>Hourly<br>Rate |
|------------------------------|--------------------------------|
| Asbestos Worker              | *\$19.91                       |
| Boilermaker                  | *\$19.91                       |
| <b>Bricklayer</b>            | <b>\$49.19</b>                 |
| Carpenter                    | \$48.08                        |
| Lather                       |                                |
| Linoleum Layer               |                                |
| Millwright                   |                                |
| Pile Driver                  |                                |
| Cement Mason                 | *\$19.91                       |
| Plasterer                    |                                |
| Communications Technician    | *\$19.91                       |
| Electrician (Inside Wireman) | \$51.92                        |
| Electrician Outside Lineman  | *\$19.91                       |
| Lineman Operator             |                                |
| Lineman - Tree Trimmer       |                                |
| Groundman                    |                                |
| Groundman - Tree Trimmer     |                                |
| Elevator Constructor         | *\$19.91                       |
| Glazier                      | *\$19.91                       |
| Ironworker                   | *\$19.91                       |
| Laborer                      | *\$19.91                       |
| General Laborer              |                                |
| First Semi-Skilled           |                                |
| Second Semi-Skilled          |                                |
| Mason                        | *\$19.91                       |
| Marble Mason                 |                                |
| Marble Finisher              |                                |
| Terrazzo Worker              |                                |
| Terrazzo Finisher            |                                |
| Tile Setter                  |                                |
| Tile Finisher                |                                |
| Operating Engineer           | *\$19.91                       |
| Group I                      |                                |
| Group II                     |                                |
| Group III                    |                                |
| Group III-A                  |                                |
| Group IV                     |                                |
| Group V                      |                                |
| Painter                      | *\$19.91                       |
| Plumber                      | \$64.07                        |
| Pipe Fitter                  |                                |
| Roofer                       | \$49.10                        |
| <b>Sheet Metal Worker</b>    | <b>\$51.12</b>                 |
| Sprinkler Fitter             | *\$19.91                       |
| Truck Driver                 | *\$19.91                       |
| Truck Control Service Driver |                                |
| Group I                      |                                |
| Group II                     |                                |
| Group III                    |                                |
| Group IV                     |                                |

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for  
ADAIR County

Section 001

| OCCUPATIONAL TITLE            | **Prevailing<br>Hourly<br>Rate |
|-------------------------------|--------------------------------|
| Carpenter                     | \$58.63                        |
| Millwright                    |                                |
| Pile Driver                   |                                |
| Electrician (Outside Lineman) | *\$19.91                       |
| Lineman Operator              |                                |
| Lineman - Tree Trimmer        |                                |
| Groundman                     |                                |
| Groundman - Tree Trimmer      |                                |
| Laborer                       | \$45.56                        |
| General Laborer               |                                |
| Skilled Laborer               |                                |
| Operating Engineer            | \$58.86                        |
| Group I                       |                                |
| Group II                      |                                |
| Group III                     |                                |
| Group IV                      |                                |
| Truck Driver                  | *\$19.91                       |
| Truck Control Service Driver  |                                |
| Group I                       |                                |
| Group II                      |                                |
| Group III                     |                                |
| Group IV                      |                                |

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January First;  
The last Monday in May;  
July Fourth;  
The first Monday in September;  
November Eleventh;  
The fourth Thursday in November; and  
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.