

Paving Project for Marshfield Fire Protection District Fire Station #1

SECTION 000950 – MISCELLANEOUS PROVISIONS & COMPLIANCE WITH LAWS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications sections, apply to work of this Section.
- B. See Sections 000900 “Missouri Prevailing Wage Determination for compliance with Missouri Prevailing Wage Laws

1.02 GENERAL: The following are miscellaneous provisions and compliance requirements with Federal and State Laws for this project. Requirements included in this section are required for work under this Contract but are not inclusive of the requirements to comply with State and Federal Laws under this Contract.

1.03 PREVAILING WAGES

- A. **Prevailing Wages.** Contractor and all subcontractors shall pay a wage of no less than the prevailing hourly rate of wages to all workmen performing work under this Contract in accordance with Section RSMO 290.220 et seq., (Missouri Prevailing Wage Law). Contractor agrees (i) that not less than the prevailing hourly rate of wages specified in the applicable Wage Determinations (000900) shall be paid to all workmen performing work under this Contract; (ii) that the Contractor shall forfeit as a penalty to the Owner the sum allowed by statute for each workman employed, for each calendar day, or portion thereof, such workman is paid less than prevailing wage rates for any work done under this contract, by contractor or by any subcontractor or sub-subcontractor; (iii) that while the Contract is being performed, Contractor shall post in a prominent and easily accessible place at the Project site all posters or other information required by applicable law; (iv) that Contractor and its subcontractors or sub-subcontractors shall submit certified copies of payroll records to the Owner; (v) that before final payment is made, Contractor shall file an affidavit stating that Contractor has fully complied with the Missouri Prevailing Wage Law. No final payment can be made unless and until this affidavit is filed in proper form and order.
 - 1. Missouri Affidavit of Compliance with the Prevailing Wage Law form is attached.

1.04 BUY AMERICAN ACT

- A. In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States, unless exceptions to the Buy American mandate in RSMo 34.353 are met. Preferences shall be applied in accordance with RSMo 34.353

1.05 PAYMENT AND PERFORMANCE BONDS

- A. Before commencing construction, Contractor shall provide to Owner bonds covering the faithful performance of the Contract and payment of all obligations arising under the Contract, including the payment of prevailing wages, in the full Contract Amount. The cost of such bonds

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shall be included in the Contract Amount. The bonds shall be written by a surety satisfactory to the Owner and shall name the Owner, as obligee.

1.5 RESPONSIBILITIES

- A. The Contractor shall at all times be solely responsible to the Owner for acts, errors and omissions of the Contractor and Subcontractors and any of their agents and employees, and other persons performing any portion of the Contractor's obligations under this Agreement.

1.6 IMMIGRATION LAW COMPLIANCE: Contractor certifies and agrees that:

- A. Contractor does not knowingly or intentionally employ individuals who are ineligible to work in the United States in violation of any federal or applicable state or local laws;
- B. All Contractor employees assigned to perform services under this Agreement have satisfied federal I-9 requirement, and, to the best of Contractor's knowledge, are lawfully present in the United States;
- C. Contractor does not have any knowledge that any subcontractor employee assigned to perform services under this Agreement is ineligible to work in the United States;
- D. Contractor will immediately notify Owner of any investigation or legal proceeding involving the federal or state government or of any requests by the U.S. Immigration and Customs Enforcement to inspect Contractor's I-9 or other employment records.
- E. Contractor shall submit upon execution of the Contract shall submit to the Owner the completed "Affidavit of Compliance – Missouri Unauthorized Alien Workers Act" signed by the Principal of the Contracting Company.

1.7 EQUAL OPPORTUNITY EMPLOYER

- A. Contractor is an Equal Opportunity Employer in compliance with Executive Order 11246; the Rehabilitation Act of 1973, Section 503, the regulations at 41 C.F.R. 60-741.4 and Executive Order 11758; the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 402 and the regulations at 41 C.F.R. 60-741.4, 60-741.5, 60-250; and Title 38 of the United States Code, Section 2012, and Executive Order 11701; all as amended. Contractor shall comply with all similar requirements and obligations imposed by applicable state law.

1.8 OSHA TRAINING LAW

- A. Pursuant to the State of Missouri's RSMo 292.675 Contractor shall provide an Affidavit of Compliance to the Owner that all on-site employees of the Contractor and any Sub-Contractor under such Contractor has completed a 10-hour OSHA construction safety program approved by the Department of Labor and Industrial Relations in accordance with Section 292.675 RSMo. The Contractor acknowledges by submitting a bid that the Contractor shall be subject to penalties as identified in RSMo Chapter 292.675 for each employee employed by the Contractor or Sub-Contractor working on the project without the required training.
 - 1. Affidavit of Compliance with the Section 292.675 form is attached.

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1.9 NO TAX DUE

- A. In accordance with Section 34.040.6 RSMo, the Owner is precluded from contracting with a contractor/vendor or its affiliate who makes sales of tangible personal property or for the purpose of storage use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Contractors, subcontractors and suppliers shall provide to the Owner a **“Vendor No Tax Due” Certificate from Missouri Department of Revenue.**

1.11 FINAL WAIVER OF LIEN

- A. Final Waiver of Lien shall be executed and submitted to the Owner by any Contractor providing work under this Contract. General Contractor shall obtain and submit to Owner an executed “Final Waiver of Lien” from all Sub-Contractors and/or Material Suppliers providing work on the Project.

1.12 NOTICE TO VENDORS and BIDDERS

- A. See attached Marshfield Fire Protection District, Notice to Vendors and Bidders for Required Affidavit for Contracts over \$5,000.00 Within 14 days of award, the General Contractor shall provide a listing of all entities who will be providing services or labor on the project whose agreement is \$5,000.00 or over. All listed entities shall comply with attached Notice to Vendors and Bidders

END OF SECTION

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