

**STANDARD TERMS AND CONDITIONS FOR
PARK UNIVERSITY CONSTRUCTION CONTRACTS**

These

Effective Date: _____

agreement of the parties regarding a Construction Project covered by an Initial Construction Agreement.

Effective Date: _____

“Initial Construction Agreement” means the initial agreement entered into by the University and a Construction Contractor for a Construction Project.

“Laws” means all federal, state and local laws, statutes, ordinances, rules, regulations, orders and notice requirements including, but not limited to those pertaining to the use of alcohol, drugs, explosives, fireworks and firearms; those governing the collection, transportation, storage, treatment, discharge, release and disposal of hazardous or non-hazardous waste or substances, including, without limitation: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601-107), as amended from time to time

incorporated by reference into, and made a part of, any Subcontract as a condition of the consent by the University to a Subcontract that has been requested by Construction Contractor, which Subcontractor Standard Terms and Conditions the University reserves the right to modify and revise at any time, and which modified or revised Subcontractor Standard Terms and Conditions will be posted at the above location.

“University Emergency Contact” means the person designated by the University to whom the University may communicate with in case of emergencies or reportable events;

2.2 **Cost Escalation.** Each Construction Contractor shall pay the cost of any material or labor escalation required for the Work to be properly completed.

2.3 **Tie-In.** As determined by University Primary Representative, the Construction Contractor shall perform all necessary “tie-ins” that must be performed before, or ~~inf3(e)1(284) then.66 0 T-(t)-6 a 0.27 0 Td a3(uc)4rs. orpot4(s)-14(5ted0()-10(c0(o be)4m4(r~~

2.7.7 Complying with the University's security policies and procedures, and its traffic and parking regulations and instructions.

2.7.8 Testing of construction materials and inspections required by the Construction Contract Documents.

2.7.9 Meeting or improving the Work Schedule.

2.7.10

other similar taxes required by law, whether enacted or imposed before or after execution of each

- 8.0 **Payment Application.** The Payment Application(s) to be submitted by the Construction Contractor shall be in the form of attached Exhibit C.
- 9.0 **Compliance With the Law.** Construction Contractor shall comply with all Laws applicable to the Construction Project and to the Construction Contract.
- 10.0 **Employment Status of Construction Contractor Personnel.** During the term of each Construction Contract and thereafter, Construction Contractor Personnel shall not be deemed or construed to be “loaned employees” working for or at the direction of the University, or "fellow servants" of the University. Each Construction Contractor acknowledges and agrees that the University is not a “joint employer” of the employees of the Construction Contractor. Construction Contractor shall be solely responsible and liable for the performance of all duties, obligations, and responsibilities as an employer of individuals hired or retained by Construction Contractor to provide services to the University, including, but not limited to, recruitment, interviewing, hiring, maintenance of personnel records, compliance with Form 1-9 Employment Eligibility Verifications, drug testing, payment of wages, setting wage rates and supervision. Each Construction Contractor agrees and acknowledges that the University does not hire, fire, supervise, or control the rate and method of payment to Construction Contractor Personnel.
- 11.0 **Title IX.** As required by Title IX of the Education Amendments of 1972, the University prohibits sex discrimination, sexual harassment, and sexual violence in its programs and activities and strives to maintain a campus environment free of such conduct. Subcontractor will ensure that Construction Contractor’s Personnel do not engage in any conduct that violates Title IX while on the Campus and any other University Real Property. Such conduct by any Construction Contractor Personnel will result in the University taking any action it deems necessary to resolve the situation, to eliminate the conduct and prevent its recurrence, and to provide a safe environment for its students, employees, trustees, officers and guests, including, but not limited to, disallowing the offending employee(s) of Subcontractor and any person included within the definition of “Construction Contractor Personnel” from returning to the Campus or any other University Real Property. The University will provide a copy of its Title IX policy and complaint resolution procedures to Construction Contractor and its Subcontractors upon request.
- 12.0 **Missouri Child Abuse Laws.** Each Construction Contractor represents, warrants and agrees that said Construction Contractor is aware of the Missouri Child Abuse Laws that protect any person under eighteen (18) years of age (“Child”), and the Construction Contractor and all Construction Contractor Personnel who enter the Work Site or other University Real Property, pursuant to a Construction Contract must comply with the Missouri Child Abuse Laws, including but not limited to the required reporting of suspected Child abuse or neglect. Each Construction Contractor shall expressly require all of its Construction Contractor Personnel who have reasonable cause to suspect that any Child is being, or has been, subjected to abuse or neglect should report the abuse or suspected abuse to: (i) the Missouri Child Abuse and Neglect Hotline described below, and (ii) to the University Campus Safety Office at (816) 584-6444.

MISSOURI CHILD ABUSE AND NEGLECT HOTLINE INFORMATION

The Missouri Department of Social Services, Children's Division, operates the Children's Division Child Abuse and Neglect Hotline Unit (CA/NHU) accepts confidential reports of suspected child abuse, neglect, or exploitation. Reports are received through a toll-free telephone line which is answered seven days a week, 24 hours a day. The toll-free number is 1-800-392-3738. Persons calling from outside Missouri should dial 573-751-3448. Text telephone number: 1-800-669-8689.

- 13.0 **Monitoring.** University personnel, including the University's Primary Representative and any other University construction managers, Campus Safety Officers and University officers, shall monitor the performance of the Construction Contract. Other University management, supervisory or environmental services personnel may also inspect the Work Site at any time to assure a Construction Contractor's performance of the Construction Contract. Each Construction Contractor shall direct that Construction Contractor's Personnel

any Construction Contractor's

the peace of other persons in, on or near Construction Projects and otherwise on University Real Property.

18.0 **Tobacco.** Tobacco is a Contraband Item and its use (whether it is smoked, chewed, snuffed or otherwise used), is prohibited within University Facilities, except in designated portions of the Campus. Smoking is permitted outdoors but no closer to a building than 50 feet. In addition, a Parkville City Smoking Ordinance applies to, and prohibits tobacco smoking in all buildings on University Real Property, including the entirety of the Academic Underground and the Parkville Commercial Underground. Construction Contractor Personnel are prohibited from violating the foregoing tobacco restrictions. Each Construction Contractor shall assure that Construction Contractor Personnel shall not violate the University's Contraband Policies or the Parkville City Smoking Ordinance.

19.0 **Vandalism.** Neither a Construction Contractor nor that Construction Contractor's

23.0 **Miscellaneous.**

23.1 **Amendments.** No amendment to a Construction Contract shall be effective unless in writing and signed by authorized representatives of the University and a Construction Contractor.

Agreement

23.2 **Assignment; Sublicensing.** Each Construction Contract is personal to the University and to the Construction Contractor named in that Construction Contract and the Construction Contractor shall not assign, subcontract or in any way transfer any of its rights or obligations under a Construction Contract, in whole or in part, without obtaining the University's prior written consent, which consent may be withheld or conditioned by the University in the University's sole discretion.

23.3 **Counterparts and Facsimile Signatures.** Any Construction Document may be executed in counterparts, and each counterpart shall be deemed an original and both of which, when taken together, shall constitute one and the same instrument. A Construction Document may be executed by facsimile signature which shall be deemed to be an original signature.

23.4 **Entire Agreement.** Each Initial Construction Agreement shall

enforce any provision of, or based on any right arising out of, a Construction Contract or otherwise, must be brought in the Circuit Court of Platte County, Missouri, and each Construction Contractor and Construction Contractor Personnel consents to the exclusive jurisdiction of the Missouri courts (and of the appropriate Missouri appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on a party anywhere in the world.

23.7 **Joint and Several Liability.** If two (2) or more persons or legal entities have signed or ~~are to be signed~~ a Construction Contract as ~~Contractor~~ or ~~Contractor Personnel~~ to be signed a Constw ()Tc 0.014-0.01 T

Effective Date: _____

Except as expressly provided in a Construction Contract the University makes no representations or warranties.

23.13

EXHIBIT A
PARTIAL LIEN WAIVER

**PARTIAL RECEIPT AND WAIVER OF
MECHANIC'S LIENS ("Partial Lien Waiver")**

_____ ("Date")

Effective Date: _____

EXHIBIT B
FINAL LIEN WAIVER

**FINAL RECEIPT AND WAIVER OF
MECHANIC'S LIENS ("Final Lien Waiver")**

_____ ("Date")

Payment History

Project Amount: \$ _____

Prior Payments: \$ _____

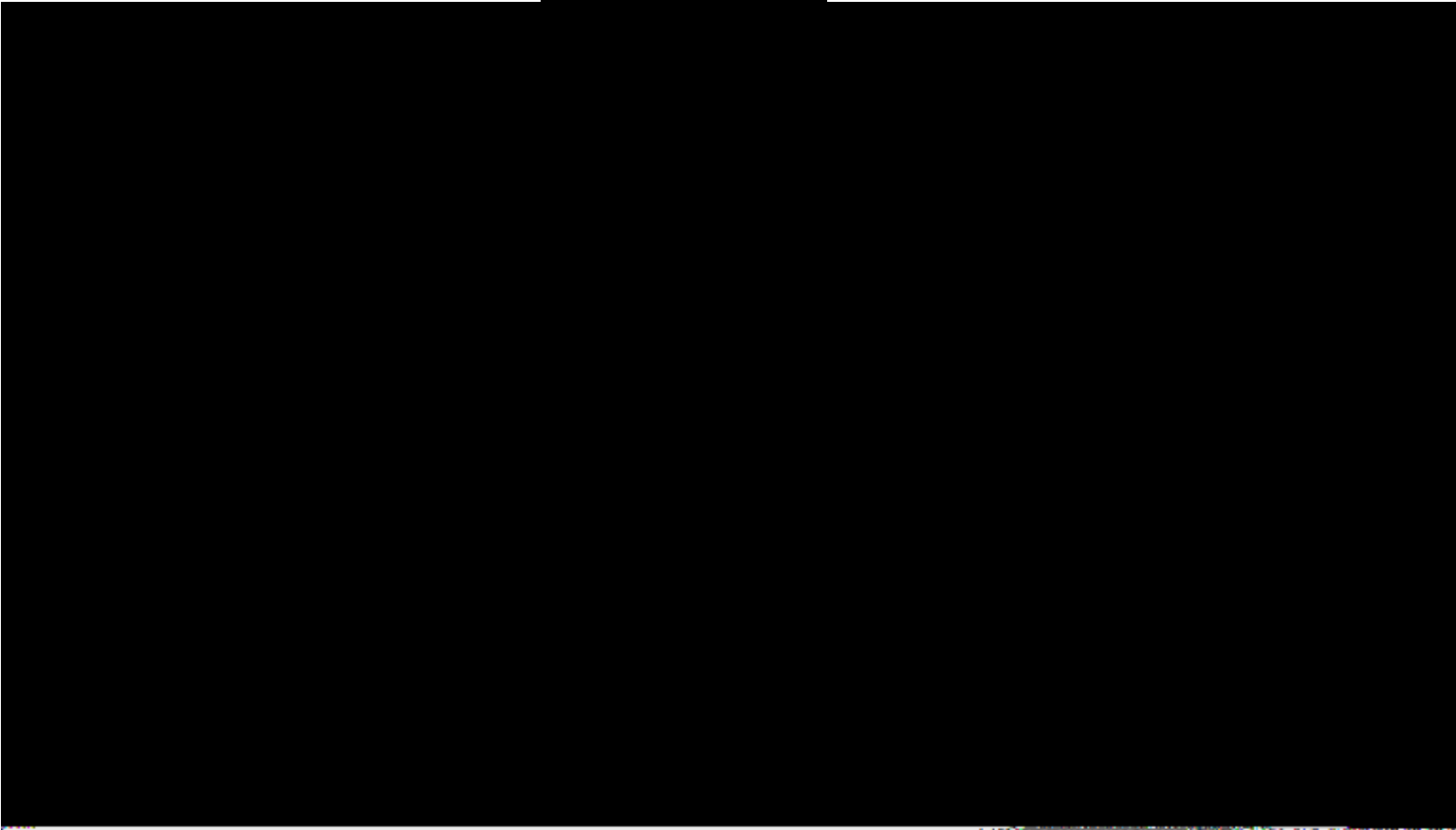
Final Amount: \$ _____

Project Balance: \$0.00

1. The undersigned contractor ("Contractor") warrants and represents that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which University or the Construction Project might in any way be responsible, have been paid or otherwise satisfied.
2. Contractor acknowledges receipt of full and final \$_____ for payment for all labor and/or materials that the Contractor has provided or will provide for improvements that are described on Exhibit A ("Project") constructed on the real property ("Property") of Park University ("Owner") that is described on attached Exhibit B. As to labor, materials, and services of the kinds described in Section 2 below, the Contractor does hereby permanently waive and release all rights it may have to assert a mechanic's, supplier's or any other lien against the Property or any improvement thereon that the Contractor has paid for or will pay for from the Final Amount and all Prior Payments. Owner's payment of the Final Amount constitutes full and final payment owed to the Contractor and reflected on the Contractor's invoice, attached as Exhibit C.
3. Contractor agrees to pay the Owner, its successors and assigns, on demand all Project-related claims, together with all costs, loss and attorney's fees that the Owner may incur in connection with any such claims by, or liens of, all: (i) employees of the Contractor who work on the Project, (ii) subcontractors of the Contractor who work on the Project, (iii) suppliers who provide or will provide materials used or to be used in the Project that the Contractor is obligated to pay pursuant to its Project-related agreements with the Owner, and, (iv) all other third parties who at the behest of the Contractor provided labor, services, goods, materials, related to, or incorporated into, the Project.
4. The person signing this Final Lien Waiver upon behalf of the Contractor, represents and warrants that: (i) he/she is duly authorized to do so, (ii) all labor performed on the Project has been done in a good and workmanlike manner, and, (iii) all materials and equipment used in the Project, are of good quality and meet Owner's specifications and requirements. The Contractor understands that Owner is relying upon all of the representations, warranties and agreements of the Contractor,

Effective Date: _____

EXHIBIT C
Payment Application Form



(line 6 from prior certificate)

RECURRENT PAYMENT DUE \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total charges approved in previous months by owner	\$0	

NET CHANGES BY CHANGE ORDER \$0

Effective Date: _____