

Request For Bid

St. Charles City-County Library District

Heat Pump Replacement at

Boone's Trail Branch

10 Fiddlecreek Ridge Rd., Wentzville, MO 63385

March 7, 2024

St. Charles City-County Library District

Heat Pump Replacement at Boone's Trail Branch

Request for Bid Schedule

Description:	The St. Charles City-County Library District seeks bids to replace the Heat Pump at Boone's Trail Branch, located at 10 Fiddlecreek Ridge Rd., Wentzville, MO, 63385
Web site address:	https://www.stchlibrary.org/bids-and-rfps
Timetable	
Issue Date	March 7, 2024
Optional Site Visit	Site visits are optional. Please contact Tauquincy Logan at tlogan@stchlibrary.org or 636-441-2300 ext. 1576 to schedule.
Written Questions Due	Monday, March 11, 2024 by 3:00 pm
Response to Questions Issued by Addendum	Wednesday, March 13, 2024 by 2:00 pm https://stchlibrary.org/bids-and-rfps
Bids Due	Friday, March 15, 2024 by 10:00 am
Public Bid Opening	Friday, March 15, 2024 at 10:15 am St. Charles City-County Library District Central Services Office 77 Boone Hills Drive Saint Peters, MO 63376
Notice of Award	Wednesday, March 20, 2024
Bid Delivery Address:	St. Charles City-County Library District Central Services Office Ms. Chris Donnelly Purchasing & Buildings Project Manager PO Box 529 77 Boone Hills Drive St. Peters, MO 63376 <i>Note: Hand-delivered bids are to be placed in the package bin located on the Administrative Office Building loading dock.</i>
Bid Administrator:	Ms. Chris Donnelly Purchasing & Buildings Project Manager 636-441-2300 x1564 cdonnelly@stchlibrary.org

Request For Bid
St. Charles City-County Library District
Heat Pump Replacement at
Boone's Trail Branch

March 7, 2024

The Board of Trustees of the St. Charles City-County District (the "Library") requests the submission of Bids ("Bid" or "Bids") in response to this Request for Bid from qualified businesses for Heat Pump Replacement (the "Project") for the following location: 10 Fiddlecreek Ridge Road, Wentzville, MO 63385 the ("Project Location"). All Bids must be received no later than 10:00 a.m. CT, on Friday, March 15, 2024, by:

Ms. Chris Donnelly
Purchasing & Buildings Project Manager
St. Charles City-County Library District
Central Services Office
77 Boone Hills Drive
St. Peters, Missouri 63376

Bidders are responsible for examination of all the documents and requirements for the Project. A Bidder shall complete the Bid as required in this Request for Bids and deliver the completed Bid in a sealed envelope marked **"Heat Pump Replacement, Boone's Trail Branch RFB."**

To preserve the integrity of the selection process, questions regarding this Request for Bid should only be directed to Ms. Tauquincy Logan by email at tlogan@stchlibrary.org. The email subject line should be **"Heat Pump Replacement at Boone's Trail Branch RFB - Inquiry"**. The deadline for questions is 3:00 p.m. CT, Monday, March 11, 2024. Questions will be answered in an addendum posted on the Library's website <https://stchlibrary.org/bids-and-rfps> by 2:00 pm CT on Wednesday, March 13, 2024.

It is anticipated that the Bids will be presented to the Library Board of Trustees at their March 19, 2024, meeting after consideration by the Selection Committee and recommendation to the CEO.

The Library reserves the right to reject any and all Bids and to waive formalities in the best interest of the Library.

BACKGROUND

The Library is a political subdivision of the State of Missouri. The Board of Trustees ("Board of Trustees") of the Library is a body corporate with all the powers and rights of like or similar corporations serving more than 380,000 Library residents.

All management and control of the Library is vested in a Board of Trustees consisting of nine Trustees appointed by the County Executive of St. Charles County or Mayor of the City of St. Charles. The Trustees serve staggered three-year terms.

The Board of Trustees appoints a qualified librarian who holds that office at the Board of Trustees' pleasure as the Chief Executive Officer ("CEO").

- Missouri law prohibits all employers from employing aliens unlawfully present in the United States to perform work within the State of Missouri, including the Project, and Bidders must comply with the provisions relating thereto in Section 285.530 RSMo, as amended.
- State law also requires all employees working on the site of public works projects, including the Project, to have received safety training pursuant to Section 292.675 RSMo, as amended.
- The successful Bidder(s) (contractor and subcontractors) must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, as amended, if they have not previously completed the program and have documentation of having done so. The successful Bidder(s) will forfeit as a penalty to the Library \$2,500 plus an additional \$100 for each employee employed by the successful Bidder (contractor or subcontractor) for each calendar day or portion thereof, such employee is employed without the required training.
- In accordance with Section 290.250 RSMo, as amended, not less than the prevailing hourly rate of wages, as set out in Annual Wage Order No. 29 attached hereto and made a part of this Request for Bid, must be paid to all workers performing work on the Project. The successful Bidder(s) shall forfeit as a penalty to the Library \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate by the successful Bidder(s) (contractor or any subcontractor).
- Every transient employer must comply with Sections 285.230 through 285.234 RSMo, as amended, when applicable.
- Pursuant to Sections 34.070 and 34.073, the Library prefers to purchase those materials, products and supplies which are produced, manufactured, compounded, made or grown, within the State of Missouri when they are found in marketable quantities and are of a quality suited to the purpose intended, and can be secured

without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts. Similarly, in letting contracts for the performance of any job or services, the Library prefers Missouri firms, corporations or individuals, or firms, corporations or individuals which maintain Missouri offices, when the quality of performance promised is equal and the price quoted is the same or less.

Public entities, as well as the successful Bidder(s), shall comply with these laws. Failure to comply with many of these laws constitutes a misdemeanor for the successful Bidder(s). The purpose of these laws is to protect the tax base, keep workers safe and ensure that construction remains a high-skilled enterprise.

The Library is a Tax Exempt entity and the submitted Bid is to be without Missouri sales tax. The Library will supply the successful Bidder(s) with a Certificate of Exemption from the Missouri Sales Tax.

In addition to the general requirements listed above, the successful Bidder(s) shall comply with all laws, ordinances, regulations, applicable zoning and building requirements, and orders of federal, state, county, and local governing authorities pertaining and applicable to each Project Location, the successful Bidder(s) and/or the Library.

Applicable insurance coverage must be provided by the successful Bidder before any work can be started on the Project.

Contractor shall have full continuing responsibility to expedite and ensure delivery as required, receive, store and install materials and equipment in accordance with the Contract Documents, protect and maintain them in proper condition and repair, replace and make good any damage thereto without cost to the Library until the work is accepted.

These general requirements, this Request to Bid, the Bid Form, attached hereto as Exhibit A and the specifications, drawings, schedules and instructions of the Project shall be incorporated in the contract and/or purchase order signed by the parties should the Bidder be awarded a contract under this Request for Bid. The Library contract with the successful Bidder shall be in substantially the form as the sample Agreement attached hereto as Exhibit B.

SCOPE OF WORK
HEAT PUMP REPLACEMENT AT BOONE'S TRAIL BRANCH

We are requesting bids to replace and install the following equipment with like equipment at Boone's Trail Library (including the thermostat):

Existing Equipment (5 ton Heat Pump with 24kw electric heat):

Bryant

Model# FY4ANB060000AAAA

Serial# 0710A83257

Bryant

Model# 213ANA060000BEAA

Serial# 2809E06231

This must be a turnkey installation. Vendor is responsible for all necessary related permits, materials, equipment and labor.

BID REQUIREMENTS

1. The Bid must arrive no later than **10:00 am CT on Friday, March 15, 2024**. No bids will be accepted after this time and any Bid arriving after this time will be returned unopened.
2. The Bid shall be delivered by mail, overnight delivery, or in-person* to:

Ms. Chris Donnelly
Purchasing & Buildings Project Manager
St. Charles City-County Library District
Central Services Office
77 Boone Hills Drive
St. Peters, Missouri 63376

*Note: In-person deliveries should be placed in the package delivery bin on the Library's Central Services Office loading dock.

3. The Bid shall bear the following legend:

Heat Pump Replacement, Boone's Trail Branch RFB

4. Each Bidder shall submit one complete copy of the Bid and one "public/press" copy of the Bid from which the individual or firm should redact any information which it deems confidential or proprietary. The Bid must clearly and easily identify the individual or firm and contain the name, address, and a telephone number of its principal spokesperson,

which may be released by the Library as public information as required by applicable law and/or Library policy.

5. Any Bidder desiring an explanation or interpretation of this Request for Bid must request it in writing no later than **3:00 pm on Monday, March 11, 2024** and such request should be emailed only to Tauquincy Logan, Facilities and Logistics Manager, at tlogan@stchlibrary.org.
6. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a Bidder concerning a solicitation will be furnished promptly to all other Bidders as an addendum of this Request for Bid, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to any other prospective Bidders. It is the responsibility of all Bidders to check the Library website <https://www.stchlibrary.org/bids-and-rfps> for all issued Addenda prior to responding to this RFB.
7. If this Request for Bid is amended, then all terms and conditions which are not modified shall remain unchanged. Bidders shall acknowledge receipt of addendums to this Request for Bids by identifying the addendum number and date in Section A of the Bid Form.
8. No Bid shall be withdrawn for a period of 90 days subsequent to the opening of the Bid without prior written consent of the Library.
9. The **COVER LETTER** must indicate that the signer is authorized to bind the Bidder contractually and must identify the title or position of the signer. The **COVER LETTER** shall also contain the following:
 - (i) The Bidder's name, address, telephone number and email address;
 - (ii) A statement that (a) the Bidder is willing and able to provide the goods and services required for a successful engagement; (b) the Bidder has read and understands the Request for Bid; (c) the Bidder has visited and examined the Project Location; and (d) the Bid is made in accordance with the Request for Bid and is based upon the materials, products, systems and equipment required by the Request for Bid;
 - (iii) The name of the individual within the Bidder, who will be the primary contact concerning this engagement;
 - (iv) Copies of all license(s) from any applicable governing authority to do business at the Project Location and certificate of good standing from the State of Missouri, as applicable;

(v) Bid security in the form of a bid bond or cashier's check of not less than 5% of the Bid amount; and

(vi) Documentation and sworn affidavit with respect to employees working in connection with the Bid, affirming enrollment in a Federal Work Authorization Program.

10. Any unsigned submission shall be rejected.

11. Provide a Labor Rate Work Sheet for each applicable trade that clearly breaks down how the values of straight, overtime and double time are derived. Provide any terms of premium time and the rate effective dates. These rates may be used for Add Services.

12. The Library is not liable for any cost incurred by the Bidder prior to issuance of a legally executed contract by the Library and/or purchase order authorized by the Library.

13. RFB Responses – All materials submitted by the Bidder in response to this RFB become the sole property of the Library upon receipt. The material contained in the Bids will be appended to the final contract, further defining the contractual responsibilities of the successful Bidder.

14. Contractor shall obtain and execute a performance & payment bond in the amount of 100% of the contract price.

SELECTION PROCEDURES

1. **Bids will be accepted by mail, overnight delivery, or in-person by 10:00 am CT on Friday, March 15, 2024.**
2. A Public Bid Opening will be conducted at **10:15 am CT on Friday, March 15, 2024**, at the St. Charles City-County Library District's Central Services Office located at 77 Boone Hills Drive, Saint Peters, Missouri, 63376. The Bid Opening will be documented and the results, once complete, will be posted on the website for viewing.
3. Bids shall be referred to and reviewed by a Selection Committee composed of members selected by the CEO.
4. Bids that fail to adhere to the requirements of this Request for Bid may result in the Bid being disqualified as non-responsive.
5. The Selection Committee will determine the lowest and best Bid. In determining the best Bid, among other factors, the Library may consider all factors in this Request for Bid including, but not limited to, the location of the Bidder and prior performance.
6. The Selection Committee will make a recommendation to the CEO, who will make a recommendation to the Board of Trustees.

AWARD

1. The Board of Trustees reserves the right to cancel this Request for Bid or to reject any and all Bids and to waive formalities in the best interest of the Library.
2. The Board of Trustees reserves the right to split awards, make multiple awards and to reject any and all Bids.
3. Subject to the rights reserved by the Library, an award will be made by the Board of Trustees to the Bidder(s) determined to be the lowest and best Bid.
4. All Bidders will be notified of the Library's selection as soon as possible.
5. The successful Bidder(s) will be issued a Notice of Award. Within five (5) business days, the successful Bidder(s) shall provide the following minimum documentation:

(a) Proof of the appropriate insurance coverage:

- i. General Liability – Commercial general liability insurance must include bodily injury and property damage liability, independent contractor's liability, and contractual liability.
 - a. \$1,000,000 each occurrence/\$1 million general aggregate
- ii. Worker's Compensation and Employee Liability – Missouri statutory amount (mandatory)
- iii. Auto
 - a. \$1,000,000 combined single limits
- iv. Additional Endorsement: Additional Named Insured:

St. Charles City-County Library District
77 Boone Hills Drive
Saint Peters, MO 63376

Vendors and Contractors shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.

(b) Federal Identification Number.

(c) Evidence that the Bidder is authorized to do business in Missouri and at each Project Location.

EXHIBIT A

BID FORM

**HEAT PUMP REPLACEMENT AT BOONE'S TRAIL BRANCH
TOTAL COST:**

\$ _____

Bidder Acknowledges Receipt of Addenda:

Yes / No 1. _____ 2. _____

Bids need to be submitted to:

**Ms. Chris Donnelly
Purchasing & Buildings Project Manager
St. Charles City-County Library
Central Services Office
77 Boone Hills Dr., St. Peters, MO 63376**

**Note: In-person deliveries should be placed in the package delivery bin on the Library's Administrative Office loading dock.*

Due date*: Friday, March 15, 2024 by 10:00 am CT

**Bids will only be accepted from vendors who attend the mandatory pre-bid meeting.*

The undersigned further agrees and understands that the Owner has the right to reject all bids, to waive technicalities or other requirements for its benefits, and to accept the bid that is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rule of any group, association or corporation;

The bid is firm and cannot be withdrawn for a period of thirty (30) calendar days;

That there has been no attempt on its part to directly or indirectly induce or solicit any other vendor to submit a false or sham bid;

That there has been no attempt on its part to solicit or induce any person, firm, or corporation to refrain from submitting a bid;

And that it has not sought by collusion or otherwise to obtain for it any advantage over any other bidder or over the Owner.

In submitting this Bid the Bidder agrees:

A. To hold its bid open for thirty (30) calendar days after the bid date.

- B. To accept the provisions of the Bid Documents.
- C. To enter into and execute an Agreement in the form in the Bid Documents.
- D. To provide its services in accord with the Contract Documents, including all submittals.
- E. To complete its services within the time specified.
- F. To comply with laws and regulations.

The Bidder certifies the following to induce the Owner to receive and consider its Bid:

- A. Neither it nor its subcontractors and suppliers are currently debarred, suspended or otherwise ineligible for public work.
- B. It has all current licenses to perform its work.
- C. If it is a corporation, it is currently in good standing in its state of incorporation and is authorized to do business in the State of Missouri.
- D. It has sufficient insurance coverage to satisfy the requirements in the Contract Documents.
- E. To its best knowledge and belief, it will self-perform _____% of the Work.

Name:_____

Company:_____

Email:_____

Phone Number:_____

Date:_____

Signature:_____

HVAC CONTRACTOR SERVICES AGREEMENT

[PROJECT]

This HVAC CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into as of _____, 2023, by and between THE BOARD OF TRUSTEES OF THE ST. CHARLES CITY-COUNTY LIBRARY DISTRICT (the "Library"), a city-county library district and political subdivision of the State of Missouri and _____ ("Contractor"), a _____.

WITNESSETH:

WHEREAS, the Library, pursuant to a Request for Bids, dated _____, 2023 and attached hereto and incorporated herein as Exhibit A (the "RFB"), solicited bids for HVAC contractor services in connection with the **[DESCRIPTION OF WORK AND PROPERTY NAME(S)]** (the "Project"); and

WHEREAS, Contractor submitted to the Library, on _____, 2023, a Bid attached hereto and incorporated herein as Exhibit B (the "Bid"); and

WHEREAS, the Library has determined Contractor to be the best and most responsible bidder, consistent with the Selection Procedures and the Evaluation Criteria of the RFB, to provide HVAC Work as described in the RFB and in this Agreement; and

WHEREAS, pursuant to the RFB and Bid, the Library and Contractor desire to enter into this Agreement to set forth the terms and conditions of the engagement of Contractor on behalf of the Library in connection with the Project;

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Engagement.

(a) Subject to the terms and conditions of this Agreement, the Library hereby engages Contractor to provide HVAC services for the Project, as described in this Agreement, the RFB, and the Bid (the "Work"), for the Property identified herein.

(b) Contractor hereby agrees to provide the Work as described in this Agreement acting solely on behalf of and in the interest of the Library.

(c) Contractor shall perform the Work, and all duties incidental or necessary thereto, diligently and completely, consistent with the professional skill and care ordinarily provided by Contractors practicing in the locality under the same or similar circumstances, and as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

(d) In consideration of the performance of the Work provided by Contractor pursuant to this Agreement, the Library agrees to provide compensation to Contractor as set forth in Section 4 of this Agreement, subject however, to the non-appropriation provisions of Section 7 of this Agreement.

(e) All Work of Contractor shall be completed in a reasonable manner and performed as not to delay or hinder the Library's approved schedules for the Project.

Section 2. General Administration and Coordination.

(a) Jason Kuhl, the Director of the Library, will be the Authorized Library Representative pursuant to this Agreement.

(b) [REPRESENTATIVE NAME], [TITLE] of Contractor, will be responsible for the management of the Work to be performed by Contractor, and is the Authorized Contractor Representative pursuant to this Agreement.

(c) The Library shall arrange for Contractor to have access and a right of entry to all Properties required for the purposes of performing the Work in connection with the Project.

(d) The Work shall be performed exclusively by the personnel of Contractor and other professionals identified in the Bid, and no other personnel of Contractor or other professionals shall perform any of the Work without the prior written approval of the Library.

(e) Except for professionals described in the Bid, Contractor shall not subcontract any of the Work to be performed hereunder without the prior written approval of the Library.

(f) Contractor shall have complete charge of its personnel and any other professionals engaged by it in the performance of the Work, and all persons engaged by Contractor shall be employees or professionals of Contractor and not employees of the Library in any respect.

(g) [IF APPLICABLE] The Library is in the process of engaging a firm, as described in the RFB, to provide [service] for the Project (the "Owner's Representative").

Section 3. Scope of Work.

The Contractor's Scope of Work includes the [describe the requested services] for the Project as described in the "Scope of Work" section in the RFB [IF APPLICABLE] [and Section ____ of the Project Manual].

Section 4. Compensation and Payment.

(a) Subject to the non-appropriation provisions of Section 7 of this Agreement, the Library shall pay Contractor for all satisfactorily performed Work rendered hereunder in accordance with this Section 4. Notwithstanding any provision herein to the contrary, the total

compensation to be paid to Contractor for Work and reimbursable costs hereunder shall not exceed [AMOUNT] Dollars (\$\$\$\$) during the term of this Agreement, inclusive of reimbursable expenses, unless otherwise agreed to in advance in writing by the Library and Contractor as set forth in Exhibit C attached hereto (the "Fee").

(b) Any Library approved changes to the Scope of Work or to the construction costs which impact the Contractor's compensation, shall result in mutually agreed upon modification, (increase or decrease) of the Fee.

(c) Contractor shall prepare and submit invoices to the Library on a monthly basis covering the applicable portion of the Fee for the Work performed, during the month described in the invoice. Upon receipt of a satisfactory invoice and supporting documentation by Contractor, the Library will remit payment to Contractor within 30 days.

(d) The Library shall have the right to withhold payment of any portion of the amount invoiced for Work not performed or completed in a reasonably satisfactory manner until such time as Contractor modifies such Work to the reasonable satisfaction of the Library or the parties agree to a resolution regarding any disputed Fee amounts.

Section 5. Substantial Completion.

(a) Substantial Completion is defined to mean and take into account the situation when the Work, or a specific portion of it, is sufficiently complete so that the Library can occupy or utilize the Work for its intended use.

(b) The Contractor shall notify the Library when the Contractor believes that the Work is substantially complete. Upon inspection of the Work and determination by Library that certain items need to be completed or corrected, Contractor shall be given notice to proceed with completion of such items. Contractor shall complete such items within seven (7) days of receiving the notice.

(c) Upon Contractor's completion and correction of the remaining items, as described in subsection (2), and upon satisfactory follow-up inspection of the Work by Library, a Certificate of Substantial Completion shall be issued by Library. To the extent set out in the Certificate of Substantial Completion, the remaining responsibilities of the Library and the Contractor shall be determined for the matters so included, as well as the time for completion.

Section 6. Term of Agreement. This Agreement shall commence on the date hereof and shall continue until the earliest of: (a) the date that the Project has been completed in accordance with this Agreement to the reasonable satisfaction of the Library; (b) the date that this Agreement is mutually terminated; (c) the date that this Agreement is terminated in accordance with Section 6 or Section 7 of this Agreement; or (d) the date that this Agreement is terminated in accordance with Section 17 of the Agreement.

Section 7. Library and Contractor's Early Termination Rights.

(a) The Library may terminate this Agreement for any reason by providing at least 90 days prior written notice to Contractor, provided that the termination will not affect the Library's responsibility to pay Contractor the applicable Fee for satisfactorily performed Work up to the effective date of the notice of termination, and for any further work required of Contractor in order to reasonably facilitate an orderly turnover of matters in process at the time of termination.

(b) Contractor may terminate this Agreement for any reason by providing at least 180 days prior written notice to the Library. Upon such termination, the Library shall pay Contractor for satisfactorily performed Work rendered and pre-approved reimbursable costs incurred up to the effective date of the notice of termination.

(c) In the event of any early termination, Contractor will be required to turn over to the Library all files, documents, memoranda, and other materials relating to the Work as Contractor, and all work product produced in connection with this engagement as Contractor of any kind and nature whatsoever.

Section 8. Appropriation Requirements.

(a) Notwithstanding any provision herein to the contrary, the Library is obligated only to make the payments set forth herein to Contractor as may lawfully be made from funds budgeted and appropriated for that purpose during the Library's then current fiscal year in the sole discretion and judgment of the Library.

(b) If no funds are appropriated or otherwise made legally available (a "Non-Appropriation Event") to make the required payments for this Agreement during the next occurring fiscal year, this Agreement will terminate at the end of the then current fiscal year as if terminated expressly.

(c) The failure or inability of the Library to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

(d) Should a Non-Appropriation Event occur, the Library shall notify Contractor in writing as soon as reasonably possible for the Contractor to plan for the termination.

Section 9. Independent Contractor. Contractor is an independent contractor and is not an employee of the Library. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of Contractor's Work including, by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes.

Section 10. Records.

(a) Contractor shall provide written status reports regarding the Work to the Authorized Library Representative as requested.

(b) During the term of this Agreement, Contractor shall maintain books of account of its expenses and charges in connection with its Work in accordance with generally accepted accounting principles and practices.

(c) The Library shall at all reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Contractor.

(d) Contractor shall provide the Library with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables.

Section 11. Work Product.

(a) The Library shall own all right, title and interest, including without limitation, all copyrights and intellectual property rights, to all documents and work product of Contractor created in performance of or relating to this Agreement.

(b) Contractor agrees to take all steps reasonably requested by the Library to establish and maintain the Library's ownership rights in the work product.

Section 12. Confidential Information.

(a) Contractor acknowledges and agrees that in the course of the performance of the Work pursuant to this Agreement, Contractor may be given access to, or come into possession of, confidential information of the Library which information contains trade secrets, proprietary data, privileged material, or other information described to Contractor as confidential and additionally includes, without limitation, confidential information, materials, products, and deliverables developed during, and discoveries and contributions made by Contractor in the performance of this Agreement (collectively referred to as "Confidential Information").

(b) Contractor acknowledges and agrees, except as required for the performance of Contractor's Work hereunder or if required by judicial or administrative order, trial, other governmental proceeding or applicable law pertaining to the Project, that it will not use, duplicate, or divulge to others any such Confidential Information, including without limitation, trade secrets belonging to or disclosed to Contractor, and clearly marked as Confidential Information by the Library without first obtaining written permission from the Library.

(c) All tangible embodiments of such Confidential Information shall be delivered to the Library by Contractor upon termination of this Agreement, or upon request by the Library, whichever first occurs. The Library acknowledges Contractor has the right to maintain its own set of work papers, which may contain Confidential Information.

Section 13. Disclosure. Contractor agrees that it will not divulge to third parties without the written approval of the Library, any information obtained from or through the Library in connection with the performance of this Agreement. Nothing herein shall preclude the disclosure of information by the Library.

Section 14. Insurance.

(a) During the term of this Agreement, Contractor shall procure and maintain the following insurance coverage and amount requirements for Contractor as required in the RFB and contained below:

The successful Bidder(s) will be issued a Notice of Award. Within five (5) business days, the successful Bidder(s) shall provide the following minimum documentation:

Proof of the appropriate insurance coverage:

i. General Liability – Commercial general liability insurance must include bodily injury and property damage liability, independent contractor's liability, and contractual liability.

- \$1,000,000 each occurrence/\$1 million general aggregate

ii. Worker's Compensation and Employee Liability – Missouri statutory amount (mandatory)

iii. Auto

- \$1,000,000 combined single limits

iv. Additional Endorsement: Additional Named Insured:

St. Charles City-County Library District
77 Boone Hills Drive
Saint Peters, MO 63376

Vendors and Contractors shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.

(b) The policies of insurance shall be in such form and shall be issued by such company or companies reasonably satisfactory to the Library.

(c) The Library shall be named as an additional insured with duty of defense on all general liability and automobile insurance policies required hereunder.

(d) Copies of Contractor's certificates of insurance showing coverage during the term of this Agreement as required in this Agreement shall be provided to the Library upon request.

(e) All insurance policies of or on behalf of the Library required in this Agreement shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity, but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."

Section 15. Contractor Bonds. Prior to, or by the signing of this Agreement, the Contractor shall furnish to the Library a performance bond and a labor and material payment bond in an amount equal to one hundred percent (100%) of the Contract Sum, which shall be acceptable to the Library in form and content. The surety providing such bonds shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Library.

Section 16. Contractor Indemnification.

(a) Contractor shall defend, indemnify and hold harmless the Library, its board members, officers, representatives, agents and employees from and against any all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily injury or otherwise, or death, or damage to or destruction of property sustained by the Library or others, arising from breach of this Agreement or out of the Work negligently performed hereunder by Contractor and/or its employees, representatives and permitted subcontractors or claims relating thereto, and including but not limited to the Library's reliance on or use of the Work provided by Contractor under the terms of this Agreement, provided however, Contractor shall not be liable for any loss or damage attributable solely to the negligence of the Library.

(b) The indemnifications set forth in this Agreement shall survive the termination of this Agreement.

Section 17. Sovereign Immunity. By execution and performance of this Agreement, the Library does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the Library, the Library's board members, officers, directors, servants, employees, agents, successors or assigns.

Section 18. Compliance with Laws.

(a) Contractor and its employees, agents and representatives shall comply with the Library's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Contractor in performing the Work pursuant to this Agreement.

(b) Contractor shall comply with all applicable municipal ordinances and other laws and regulations, federal, state, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws, insofar as applicable to the performance of this Agreement.

(c) In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, Contractor shall notify the Library of the nature and impact of such conflict and the Library agrees to reasonably cooperate with Contractor in an effort to resolve any such conflict.

(d) Contractor, at its own expense, shall obtain and maintain all necessary state and municipal licenses, permits, authorizations and approvals necessary to perform its Work pursuant to this Agreement.

Section 19. Default.

(a) Subject to the Library's and Contractor's early termination rights in this Agreement, either party may terminate this Agreement if the other party is guilty of a substantial breach of a provision of this Agreement.

(b) When one party believes that the other has substantially breached a provision of this Agreement, such party shall deliver written notice of such breach. The parties shall then have 30 days following receipt of such notice to meet and negotiate, in good faith, and agree upon a mutually satisfactory resolution to the dispute. If the parties cannot, in good faith, agree upon a mutually satisfactory resolution to the dispute, then either party may terminate the Agreement upon 30 days written notice to the other party.

(c) In the event Contractor or the Library elects to terminate the Agreement as provided above, Contractor will be required to turn over to the Library all files, documents, memoranda, and other materials relating to the Work as Contractor, and all work product produced in connection with this engagement as Contractor, of any kind and nature whatsoever.

(d) In the event Contractor or the Library elects to terminate the Agreement as provided above, the Library relieves Contractor of all responsibility for any further Work, provided the termination will not affect the Library's responsibility to pay Contractor the applicable Fee for satisfactorily performed Work up to the effective date of notice of termination, and for any further work required of Contractor and approved by the Library in order to reasonably facilitate an orderly turnover of matters in process at the time of termination.

Section 20. Incorporation of Documents. Contractor and the Library acknowledge and agree that the RFB and the Bid, except as may be amended by, or in conflict with this Agreement, are incorporated herein by reference and made a part hereof. In the event of any inconsistency or conflict between the terms of any of those documents and this Agreement, the terms of this Agreement shall prevail.

Section 21. Representations and Warranties.

(a) Contractor hereby represents and warrants to the Library that:

(1) Contractor is a duly organized _____ existing under the laws of the State of _____ and is authorized to do business in the State of Missouri as a foreign corporation, and has full power and authority to perform its obligations under this Agreement;

(2) Contractor is not in default of its obligations under any other agreement, and the execution and performance of Contractor's obligations hereunder will not constitute a default under any agreement to which Contractor is a party;

(3) There is no pending litigation or administrative proceeding to which Contractor is a party regarding, or which challenges, Contractor's right to perform its obligations hereunder or could interfere with its Work to the Library;

(4) This Agreement is binding upon, and enforceable against Contractor in accordance with its terms; and

(5) Neither the execution of the Agreement nor the completion of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.

(6) The materials and equipment furnished under this Agreement will be new and of good quality. The Contractor further warrants that the Work will conform with the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment provided.

(7) Contractor is experienced in performing the type, quality and quantity of work required for performance of this Agreement, is financially solvent with sufficient capital, has sufficient management, supervision and labor capacity to properly perform this Agreement, and is a reputable, qualified firm with an established record of successful performance in its trade.

(b) The Library hereby represents and warrants to Contractor that:

(1) The Library is a duly organized city-county library district and political subdivision existing under the laws of the State of Missouri and has full power and authority to perform its obligations under this Agreement;

(2) The Library is not in default of its obligations under any other agreement, and the execution and performance of the Library's obligations hereunder will not constitute a default under any agreement to which the Library is a party;

(3) There is no pending litigation or administrative proceeding to which the Library is a party, or which challenges the Library's right to perform its obligations hereunder or could interfere with the completion of the Project;

(4) This Agreement is binding upon, and enforceable against the Library in accordance with its terms; and

(5) Neither the execution of the Agreement nor the completion of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.

Section 22. Contractor Correction of Work.

(a) The Contractor shall promptly correct Work rejected by the Library, or failing to conform to the requirements of this Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for additional services and expenses made necessary thereby, shall be at the Contractor's expense.

(b) If, within one year after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Agreement, the Contractor shall correct it promptly after receipt of written notice from the Library to do so unless the Library has previously given the Contractor a written acceptance of such condition. The Library shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Library fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Library waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Library, the Library may correct it and Contractor shall be responsible for the cost of such correction.

Section 23. Federal Work Authorization Program. At the time of the signing of this Agreement, Contractor shall provide to the Library the documentation and affidavits regarding a federal work authorization program, as required by Missouri law. The affidavits shall affirm the Contractor's enrollment and participation in an electronic verification federal work authorization program with respect to the employees working in connection with this Agreement, and shall affirm that Contractor does not knowingly employ any person who is an unauthorized alien in

connection with this Agreement. The documentation and affidavits provided shall be acceptable to the Library in form and content.

Section 24. Prevailing Wage Requirements. This Agreement, the Project and the Work, are subject to prevailing wage requirements under applicable Missouri law. The applicable Annual Wage Order No. 29 is incorporated herein by reference. Contractor agrees to pay not less than the prevailing hourly rate of wages, as set out in the Annual Wage Order No. 29, to all workers performing the Work for the Project under this Agreement. Contractor agrees to comply with all related requirements, including the maintaining of payroll records and making said records available as required. Pursuant to applicable law, Contractor will forfeit as a penalty to the Library the sum of one hundred dollars (\$100.00) for each workman, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under this Agreement, by the Contractor, or by any subcontractor.

Section 25. OSHA Training Program. Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program; unless such employees of Contractor have previously completed the required program. The Contractor shall ensure that any subcontractors comply with those requirements.

The Contractor shall forfeit as a penalty to the Library the sum of two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each employee employed by Contractor or any subcontractor, for each calendar day or portion thereof, that such employee is employed without the required training. The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed.

Section 26. Contractor Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and the Project. The Contractor shall take all necessary and reasonable precautions to insure the safety of all employees at all times, and to prevent damage or loss of all materials and equipment, whether in storage or on site, under the care, custody or control of the Contractor or any subcontractors, as well as other property at the site or adjacent there to, such as trees, shrubs, landscaping, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

Section 27. Binding Agreement. This Agreement is binding upon and will inure to the benefit of the Library and Contractor and their respective successors and permitted assigns.

Section 28. Severability. If any clause or provision of this Agreement is found to be illegal, invalid or unenforceable under present or future laws effective during the term of this

Agreement, then in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause or provision of this Agreement that is deemed to be illegal, invalid or unenforceable, there be added a replacement clause or provision that both parties agree upon to be legal, valid and enforceable to the extent same can be accomplished without distorting the intent of the parties.

Section 29. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. In the event of any lawsuits, legal actions or litigation arising out of, or related to, this Agreement, Library and Contractor agree that exclusive jurisdiction and venue for all such matters shall lie in the Circuit Court of the Eleventh Judicial Circuit, State of Missouri, and the United States District Court for the Eastern District of Missouri.

Section 30. Waiver. The failure of either Contractor or the Library to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

Section 31. Joint Venture. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Library; and neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

Section 32. Heading. The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

Section 33. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder, shall be given in writing and delivered personally, by first class or express mail (postage prepaid), by Federal Express or other overnight courier service (charges prepaid) or by email communication to the addresses as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

(a) To the Library:

Jason Kuhl, Library Director
St. Charles City-County Library District
77 Boone Hills Drive
St. Peters, Missouri 63376
jkuhl@stchlibrary.org

(b) To Contractor:

NAME, TITLE
CONTRACTOR
MAILING ADDRESS
EMAIL ADDRESS

Section 34. Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 35. Approval. Except as expressly provided to the contrary herein, whenever the approval or consent of either party is required hereunder, such approval or consent shall be given or withheld in the sole discretion and judgment of the party.

Section 36. Assignment. This Agreement shall not be assigned or otherwise transferred without the prior written consent of the Library, in its sole discretion and judgment.

Section 37. Entire Agreement. This Agreement, the RFB and the Bid contain the entire understanding between the parties with respect to the subject matter herein.

Section 38. Expenses. Each party shall pay for its own costs and expenses incurred in connection with negotiating and documenting this Agreement.

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands as of the day and year first above written.

THE BOARD OF TRUSTEES OF THE
ST. CHARLES CITY-COUNTY LIBRARY
DISTRICT

By _____
Its _____

[CONTRACTOR]

By _____
Its _____

SAMPLE

Exhibit A

[The Library's RFB]

SAMPLE

Exhibit B
[The Contractor's Bid]

SAMPLE

Exhibit C
[Fee Breakdown]

SAMPLE