

Special School District Of St. Louis County

SSD 119-25

Invitation For <u>SOUTH TECHNICAL HIGH SCHOOL – MAIN</u> <u>ELECTRICAL SWITCH GEAR REPLACEMENT</u>

Request for Proposal and Guidelines for Submittal Issued: <u>MAY 20, 2025</u>

PROPOSALS DUE ON OR BEFORE:

JUNE 3, 2025 @ 2:00 P.M. SPECIAL SCHOOL DISTRICT FACILITIES AND OPERATIONS OFFICE 700 FEE FEE ROAD MARYLAND HEIGHTS, MO 63043

REQUEST FOR PROPOSAL

SUBJECT: SSD 119-25 DATE ISSUED: MAY 20, 2025

1. Request for Proposals for furnishing the equipment and/or services described in Exhibit "A" Scope of Services will be received by the Special School District, PURCHASING DEPARTMENT, until the date and time specified below.

2. Due Date: JUNE 3, 2025

Time: 2:00 PM

3. All proposals are subject to the following: (checked)

(X) EXHIBIT A	Scope of Work
(X) EXHIBIT B	Conditions
(X) EXHIBIT C	District Rights
(X) EXHIBIT D	Attachment 1: MBE/WBE/DBE/SDVE Enterprise
(X) EXHIBIT E	Attachment 2: Insurance Requirements
(X) EXHIBIT F	Attachment 3: Proposer Signature Section
(X) EXHIBIT G	Attachment 4: No Conflict of Interest
(X) EXHIBIT H	Attachment 5: References
(X) EXHIBIT I	Attachment 6: Terminated Contracts
(X) EXHIBIT J	Attachment 7: Bid Form
(X) EXHIBIT K	Attachment 8: Federal Work Authorization (E-Verify)
(X) EXHIBIT L	Prevailing Wage Affidavit
(X) EXHIBIT M	Prevailing Wage Order #31
(X) EXHIBIT N	Sample Contract
(X) EXHIBIT O	Supplementary Conditions
(X) EXHIBIT P	Supplement to Instruction to Bidders
(X) EXHIBIT Q	Project Information
(X) EXHIBIT R	Electrical Upgrades Specifications
(X) EXHIBIT S	Drawings

4. To offer a proposal please complete and return all required sheets of this proposal on or before the opening date and time. Late proposals will not be considered and will be returned unopened.

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The Special School District of St. Louis County (the "District") hereby issues Request for Proposal (RFP) #SSD 119-25 for South Technical High School – Main Electrical Switch Gear Replacement.

You are requested to pay close attention to the details of the RFP when submitting your proposal. This RFP includes specific technical specifications, drawings, and various conditions that will need to be followed. Contractors will also be allowed to provide their own "voluntary alternate" recommendation and innovations for service for any or all categories.

Each Proposer shall include three (3) copies of the attached bid form and one (1) copy of each additional attachment required. Proposers must submit complete proposals covering all requirements identified in this RFP package to be considered. All proposals must be submitted in a sealed package(s) with the following information clearly marked on the front of the package:

PROPOSALS SHALL BE SUBMITTED:

June 3, 2025 @ 2:00 pm Facilities and Operations Department 700 Fee Fee Road Maryland Heights, MO 63043 RE: SSD 119-25 SOUTH TECHNICAL HIGH SCHOOL – MAIN ELECTRICAL SWITCH GEAR REPLACEMENT

All proposals should be formatted in accordance with the following instructions for ease of comparison and evaluation. Companies must submit all information and data requested herein for their proposal to be evaluated and considered for award. Failure to provide such data may be deemed sufficient cause to disqualify the proposal from award consideration, unless the directive is not applicable.

A public bid opening will be held at the above listed date and time; late proposals will not be accepted. If the District is unexpectedly closed on the scheduled bid opening date due to unforeseen circumstances, the bid opening will automatically occur on the next regular working day at 2 p.m. All proposals will be reviewed by SSD personnel. All Contract awards will require the approval of the Board of Education of the District.

Unauthorized contact by the Proposer with other District employees regarding the RFP may result in disqualification.

FOR ADDITIONAL INFORMATION CONTACT: Brett Beelman 314.365.4346 <u>bbeelman@fsg-stl.com</u> Special School District of St. Louis County's unique status as a public school district providing special education services ensures that all students in St. Louis County receive quality and equal special education. The relative wealth of any local school district in St. Louis County does not influence the special education services offered to its students.

Special School District of St. Louis County provides services to more than 22,000 students with disabilities with approximately 97% of the students who receive special education services from Special School District attend a school in their local school district. In addition, the District provides a vocational technical education to about 2,000 students in two high schools.

PAYMENT TERMS

Payment under the Contract will be in accordance with the terms of the Contract after receipt and inspection of an invoice from the successful Proposer by the District Accounting Department. Days used to compute monthly prompt payment discounts will be the number of business days, excluding Saturdays and Sundays. All invoices must be sent to the Accounting Department--Accounts Payable Section, P.O. Box 31429, St. Louis, Missouri 63131-0429.

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GENERAL INSTRUCTIONS

- Prospective Proposers are urged to read all sections very carefully. Any explanation desired by the proposer regarding meaning, description, or interpretation must be requested in writing in sufficient time for a reply to reach proposer before the submission of their proposals and any resulting delays will not constitute cause for late submittal of proposal.
- All questions must be submitted in writing via e-mail only to the Brett Beelman at <u>bbeelman@fsg-stl.com</u> by the close of business **MAY 29, 2025.** All properly submitted substantive questions will be responded to, in writing, in the form of an addendum to the solicitation.
- Questions submitted after the deadline will not be answered. Unauthorized contact by the Proposer with other District employees regarding the RFP may result in disqualification.
- Failure to submit questions or otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Proposer.
- Oral communications cannot be relied upon and shall not be the basis for responding to any part of this RFP.
- Misinterpretation of the specifications by the Proposer shall not relieve the Proposer of responsibility to perform.
- Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to allow for easy reference, comparison, and evaluation.
- By submitting a proposal, proposer is agreeing to be bound by all of the specifications herein. Proposals will not be returned.
- Companies must submit all information and data requested herein for their proposal to be evaluated and considered for award. Failure to provide such data may be deemed sufficient cause to disqualify the proposal from award consideration, unless the directive is not applicable.
- Supplier's brochures/descriptive literature may be included at the company's discretion but may not be substituted for the information requested herein.
- Show proof of ability to provide insurance coverage (See Attachment #1)
- Complete the Proposer Signature Section (Attachment #3), and No Conflict-of-Interest statement (See Attachment #4)
- Provide proof that the Proposer has at least three years of successful experience and is licensed to provide services in the State of Missouri.
- State if your company is involved in any mergers or acquisitions and explain the specifics.
- Briefly describe its company history. The description should include the size (number of employees and/or revenues) and areas of specialization. Provide the same information for the office that would handle the District's account if the firm has more than one office.

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- Proposers should provide references. (See Attachment #5). Include a minimum of four (4) references. All references must be current; one (1) year or less. The District reserves the right to contact additional references, which are known to the District, but may not have been provided by the Proposer.
- Include job titles and description of personnel who will provide services for this contract, if applicable. This should include account executives, marketing personnel and others who would actively work on SSD's account. Be sure to identify the individual within your firm that will have overall responsibility for SSD's account and the office in which each account team member is located. Provide any additional information about the project team.
- Rates and prices must be for a firm fixed rate and not subject to change throughout the contract once negotiated.
- Each proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Proposer can submit to SSD. Proposers may submit an alternate proposal a group of line items on an "all or nothing" basis.
- Proposer should address SSD's out-of-pocket expenses for any additional software or hardware requirements not included by the proposer.

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A SCOPE OF SERVICES

<u>SOUTH TECHNICAL HIGH SCHOOL – MAIN ELECTRICAL SWITCH GEAR</u> <u>REPLACEMENT</u>

Scope of work for the project is indicated in Exhibit R – Electrical Upgrade Specifications and Exhibit S – Drawings. Review these exhibits carefully for the technical scope of work of the project.

Also listed in these specifications is the inclusion of a general contingency allowance of \$25,000. Contractor must include this allowance in their overall bid amount. Any unused allowance shall be returned to owner upon completion of the project.

This is a tax exempt project and the successful contractor must comply with prevailing wage of Missouri. MO 5060 form shall be provided to the successful bidder.

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1) **GENERAL**

- a) The following general information is provided and shall be carefully followed by all Proposers to insure that the proposals are properly prepared.
- b) Each Proposer must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.
- c) The District reserves the right to conduct discussions with qualified Proposers in any manner necessary to serve the best interest of the District.
- d) <u>UNDUE INFLUENCE</u> The Proposer shall not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, Board of Education member, Governing Council member or Parent Advisory Council member of the District for the purpose of influencing favorable disposition toward a submitted proposal or for any reason while a proposal is pending or during the bidding process.
- e) <u>COMPETITION</u> No Proposer shall engage in any activity or practice, by itself or with other companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Proposer's proposal.
- f) <u>DISCLOSED DATA</u> All materials submitted become the property of the Special School District of St. Louis County, Missouri. SSD understands that proposals may contain data that the Proposer does not want used or disclosed for any purpose other than evaluation of the proposal. However, any and all information submitted to a Missouri public school district is subject to the Missouri Sunshine Law and subject to disclosure upon request. SSD will attempt to provide you notice of any Missouri Sunshine Law requests seeking disclosure of the information you submitted prior to disclosure. However, given that SSD is obligated to make open records available to the public within three (3) business days, you herein agree and acknowledge that SSD bears no responsibility not to disclose such documents upon request. Finally, SSD retains no responsibility on behalf of you or your organization not to disclosure of the records you submit without the involvement of SSD, its board, administration, agents, assigns, stakeholders, students, student's families', and/or employees.
- g) <u>ELECTRONIC OFFERS</u> Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
- h) <u>WITHDRAWAL</u> Proposals may be modified or withdrawn by written notice or in person by a Proposer or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal, but only if the withdrawal is made prior to the Deadline.

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i). <u>EQUAL EMPLOYMENT OPPORTUNITY</u> The District is an equal opportunity employer and does not discriminate on the basis of race, color, sex, age, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status.

The Special School District hereby notifies all Proposers that in regard to any Contract entered into pursuant to this RFP, advertisement or solicitation, disadvantaged/female business enterprises will be afforded a full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, sex, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status in consideration for an award.

In connection with carrying out of this project, the Successful proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, physical disability or national origin, disabled veteran status of Vietnam era veteran status. The Successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, physical disability or national origin, disabled veteran status or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation: and selection for training, including apprenticeship. Successful proposer shall be an equal opportunity employer.

Successful proposer certifies the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than \$100,000, or to contractors with fewer than 10 employees. Reference Section A, Chapter 34, RSMo, Section 34.600

In the event of the Successful proposer's noncompliance with any of the above provisions, said non-compliance may be deemed a total breach of the Contract for this project and said Contract may be canceled and Successful Proposer may be (1) declared ineligible for further District Contracts for up to one year, and (2) subject to the imposition of other sanctions or remedies as provided by relevant statues and regulations.

- j) <u>PURCHASING PREFERENCE</u> When contracting for any job or service, the District will give first consideration to Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises (WBE), Disability-Owned Business Enterprises (DBE), and service-disabled veteran businesses (SDVE) that are Missouri businesses or businesses that maintain Missouri offices or places of business. See § 34.074, RSMo.
- k) <u>INSURANCE REQUIREMENTS</u> Proposer must sign and return a copy of Attachment #1 indicating ability to meet insurance requirement levels. <u>Details included in Attachment #1, Insurance Requirements</u>.
- <u>BARRED LIST</u>. By submitting a proposal, the Proposer certifies that it is not currently barred or otherwise prohibited from submitting proposals for contracts to any political subdivision or agency of the State of Missouri and it is not an agent of a person or entity that is currently barred or otherwise prohibited from submitting proposals for contracts by any political subdivision or agency of the State of Missouri.
- m) <u>CONFLICT</u>. In the event of a conflict between the proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP and provide written notice of it to the Proposer. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the Contract, the RFP and the proposal. The Proposer agrees to abide by the decisions of the District.

2) **<u>TERMINATION</u>**

- a) <u>TERMINATION FOR CAUSE</u> The District, in its discretion, may terminate the Contract in whole or in part at any time, whenever it is determined that the successful Proposer has failed to comply with or breached one or more of the terms and conditions of the Contract or specifications incorporated therein and the successful Proposer has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Contract, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Contract for materials and services, which have been accepted by the District.
- a) <u>TERMINATION FOR CONVENIENCE</u> The District may terminate the Contract without cause by notifying the successful Proposer in writing 30 days prior to the effective date of termination. The successful Proposer shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
- b) <u>TERMINATION FOR NON-APPROPRIATION</u> In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Contract, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Contract by providing written notice to the successful Proposer and the District will thereby be relieved from all further obligations under the Contract.
- 3) <u>CONFLICT OF INTEREST</u> The successful Proposer must agree that under no circumstances shall a member, officer or employee of the District, the Board of Education, or the Governing Council during his/her tenure and for one year thereafter be permitted to participate in the Contract, or any part thereof, or to derive any benefits therefrom.
- 4) INSPECTION OF RECORDS During the term of the Contract and for a period of 36 months after the termination of the Contract, the successful Proposer shall make available for the inspection, examination and audit by the District or its agents, the records of all costs of and disbursements for providing services pursuant to the Contract, and all books, accounts, memoranda and any and all other documents of the successful Proposer or any affiliated organization, indicating and substantiating the cost of any and all expenditures related to the performance of the Contract, to assure compliance with this requirement. The successful Proposer shall grant the District access to such records upon 72 hours written notice from the District.
- 5) **INDEPENDENT CONTRACTOR** It is understood that the successful Proposer is an independent contractor supplying services to the District. Neither the successful Proposer nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever.
 - a) The successful Proposer shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to, the compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws. The District shall not withhold taxes from the successful Proposer's compensation. The District shall not be construed to be the successful Proposer's employer, nor be held liable for any obligation as an employer.
 - b) The successful Proposer will be required to assume full responsibility for the faithful execution of all the services outlined in their proposal. Special School District of St. Louis County will consider the successful Proposer to be the prime contractor and the sole point of contact with regard to contractual matters, including payment of any and all charges relating to this contract.
- 6) **<u>ASSIGNMENT</u>** The Proposer's obligations under the proposal or the Contract shall not be assignable or transferable without the written consent of the District.
- 7) <u>**TAX EXEMPTION**</u> The District is exempt from the payment of City, State and Federal Taxes. Such taxes must not be included in the Proposal price.
- 8) LICENSES AND PERMITS: Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform services.

1) **<u>REJECTION OF PROPOSALS</u>**

a) The District reserves the right, at its sole discretion, to reject all proposals that it receives because of this RFP. The District also reserves the right to waive informalities and minor irregularities in those proposals received, and retains the right to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the District. The District will, at its discretion, award the contract to responsible vendor(s) submitting the best proposal that complies with the RFP.

2) LIABILITY AND RESERVED RIGHTS

- a) The District is not liable for any costs incurred by the vendor prior to the issuance of any agreements, contracts or purchase orders, and will not pay for information solicited or obtained in response to the RFP. The information obtained will be utilized solely to determine the suitability of the products or services offered. Subsequent procurement, if any, will be in accordance with appropriate rules and regulations.
- b) This RFP does not commit the District to pay any cost incurred in the preparation or submission of any proposal or to procure or contract for any services. The District reserves the right to amend this RFP by an addendum issued up to five (5) business days prior to the date set for receipt of proposals. Addenda or amendments will be mailed or faxed to all vendors who have procured copies of the RFP. If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.
- 3)<u>AWARD TIME</u> The District contemplates awarding the Contract within 90 calendar days from the Deadline for Proposals. Should the award of the Contract be delayed in whole or in part beyond the period 90 calendar days, such award shall be conditioned upon the Proposer's acceptance.
- 4)<u>CONTRACT AWARD</u> The Contract will be awarded to that Proposer whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Proposer, cost and other factors. The award will be subject to approval by the Board of Education.
- 5)**INTERVIEWS** After reviewing all submitted proposals, the District may conduct interviews with any, all or none of the Proposers. Those Proposers who are interviewed will then have the opportunity to submit best and final proposals to the District. The District may, at any time, and in its sole discretion, interview any of the Proposers.
- 6) **NEGOTIATION** The District reserves the right to negotiate Contract terms with any, all or none of the Proposers. After reviewing all submitted proposals, interviewing Proposers and receiving best and final proposals from selected Proposers, the District shall begin negotiation of the final Contract terms with the Proposer whose proposal is deemed most advantageous by the District. If negotiation does not result in mutual agreement of terms, the District may commence negotiations with a second Proposer, and so on.
 - a. The District reserves the right to recommence negotiations with any Proposer, regardless of whether negotiations have ceased or the District has commenced negotiations with a second Proposer.
 - b. The District reserves the right to enter into arrangements to acquire the same or competing services from other sources.
 - c. The District reserves the right to negotiate final Contract terms with any Proposer, regardless of whether such Proposer was interviewed or submitted a best and final proposal.
 - d. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.
 - e. The District may accept any proposal as submitted whether or not negotiations have been conducted between the parties
 - f. Neither the commencement nor cessation of negotiations shall constitute rejection of the proposal or a counteroffer on the part of the District.
 - g. Initial proposals may not be withdrawn for 90 calendar days from the Deadline for Proposals except with the express written consent of the District. If a proposal is accepted as submitted, the negotiated final Contract shall consist of the Contract, this RFP, plus any addenda thereto, and the Proposer's proposal.

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- h. In the event the Contract initially awarded by the District is terminated for any reason within 120 days of the Deadline for Proposals, the District reserves the right to negotiate and accept any other submitted proposal.
- 7) **ALTERNATE OFFER** The District reserves the right to accept other than the lowest cost proposal if an alternate proposal is considered to be more advantageous to the District based on factors other than cost, at the sole discretion of the District.
- 8) **REJECTION/WAIVER** The District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
- 9) <u>SPECIFIC LIMITATIONS</u> The District may accept one part, aspect or phase, or any combination thereof, of any proposal unless the Proposer specifically qualifies its offer by stating that the proposal must be taken as a whole.
- 10) **<u>REMOVAL FROM MAILING LISTS</u>** The District reserves the right, in its sole discretion, to remove from mailing lists for future RFP's for an indeterminate period, the name of any Proposer for any reason.
- 11) <u>REDUCTION IN SCOPE OF WORK</u> In the event the District decides to make a minor reduction in the scope of the work of the Contract due to a change of conditions, the District shall notify the successful proposer of such decision in writing at least 30 days in advance and the Contract amount shall be equitably adjusted.
- 12) **PRE-CONTRACT EXPENSES** The District shall not be responsible for any pre-Contract expenses of any Proposer, including the successful Proposer, incurred prior to the commencement of the Contract.
- 13) **<u>REVIEW SERVICES</u>** The District reserves the right to periodically review and inspect the services performed by the successful Proposer.

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D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE

MINORITY AND WOMEN BUSINESS PROGRAM

The purpose of the Special School District of St. Louis County Minority Business Enterprise and Women Business Enterprise (MBE/WBE/DBE/SDVE) Program is to promote greater and more consistent participation in District programs. The District is committed to the principles of the program for the following purposes:

- 1. To achieve equal opportunity for MBE/WBE/DBE/SDVE companies to perform projects on behalf of the District.
- 2. To ensure that the District does not deny equal opportunity of participation to firms conducting business with the District because of race or gender.
- 3. To outline steps to be taken by the Superintendent through designated employees of the District to promote throughout the District the fulfillment of the district's MBE/WBE/DBE/SDVE policies.

Definitions

For purposes of this administrative program, the following shall apply:

Minority and Women Business Enterprise – A business enterprise which is, at minimum, 51 percent owned by one (1) or more minority or women individuals, or in the case of a corporation, at minimum, 51 percent of the stock is owned by one (1) or more minority or women individuals. Daily business operations are independently controlled by one (1) or more minority or women owners.

Disadvantage and Service-Disabled Veteran Enterprise – A business enterprise which is, at minimum, 51 percent owned by one (1) or more socially and economically disadvantaged persons, or service-disabled veterans, or in the case of a corporation, at minimum, 51 percent of the stock is owned by one (1) or more disadvantaged or service-disabled veterans. Daily management and business operations are independently controlled by one (1) or more of the individuals.

Construction Project – Any construction or renovation program with a value of \$100,000 or more awarded by the district, and whose cost is to be paid from funds belonging to or administered by the district, regardless of source.

Non-Compliance – Any company that fails to comply with this administration policy and/or this program's operating procedures; or any company that fails to comply with the MBE/WBE/DBE/SDVE terms of the contract, or any company that fails to use the MBE/WBE/DBE/SDVE as stated in the bid, shall constitute Non-Compliance.

Non-Responsive – Any company that fails to properly complete the MBE/WBE/DBE/SDVE Subcontractor Utilization Form or the Subcontractor Solicitation Form (as applicable) provided in the bid package shall be considered Non-Responsive.

D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued SSD 119-25

Implementation of Program

This program shall be implemented by the Superintendent or designee. The District will be responsible for monitoring the program and will ensure that the District's annual goals are consistently achieved. A reporting system will be developed and maintained to provide for the continuous monitoring and evaluation of all contracts let by the District to assure compliance.

Recommended Goal and Procedures

The District is committed to involving MBE/WBE/DBE/SDVE firms in all District projects. As such, the District has established a MBE/WBE/DBE/SDVE combined goal of 15%. This goal will become part of the specifications of the RFP package. All MBE/WBE/DBE/SDVE firms whose efforts will go towards satisfying the 15% goal must be certified by one or more of the following agencies on or before the date of the bid opening:

- Missouri Regional Certification Committee
- City of St. Louis (St. Louis Development Corporation/Airport Authority)
- Missouri State Certification
- Women's Business Enterprise National Council

A response to the RFP that has achieved the participation goals and provided said information on the Subcontractor Utilization Form will be in compliance with this specification.

In the event a respondent to an RFP cannot achieve the goals for MBE/WBE/DBE/SDVE participation, they must then provide documentation and be able to demonstrate that positive efforts were initiated prior to submittal of a response on the Subcontractor Solicitation Form.

NOTE: Failure to provide evidence of the required positive efforts will result in the rejection of the proposal as non-responsive or non-compliant.

Non-Compliance and Non-Responsive

The District will consider a company non-compliant if that company fails to comply with this administrative procedure or if the company fails to comply with MBE/WBE terms of a contract, or if the company fails to use the MBE/WBE/DVE/SDVE as stated in the bid.

D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued

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SPECIAL SCHOOL DISTRICT SUBCONTRACTOR UTILIZATION FORM

Project number/name: _____

General Contractor: _____

By signing this line, I verify all subcontractors have agreed to the work and amounts.

indicated below:_____

MBE/WBE/DBE/SDVE Firm Name	Subcontract Amount
	MBE/WBE/DBE/SDVE Firm Name

SUBTOTAL: \$_____

MBE/WBE/DBE/SDVE TOTAL: \$_____

GRAND TOTAL: \$_____

Percentage of Work: MBE_____DBE_____SDVE _____

D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued

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SPECIAL SCHOOL DISTRICT SUBCONTRACTOR SOLICITATION FORM

Project name/number:
Prime Contractor:
I have contacted the following MBE/WBE/DBE/SDVE businesses and will not subcontract with them due to the reasons cited below: (Attached additional pages as necessary)
I have visited the Special School District of St. Louis County webpage to review MBE/WBE/DBE/SDVE firms registered with SSD: (initial)
Firm Name/Contact Person:
Address:
Contact Number(s):
Reason not utilized:
Firm Name/Contact Person:
Address:
Contact Number(s):
Reason not utilized:
Firm Name/Contact Person:
Address:
Contact Number(s):
Reason not utilized:
Firm Name/Contact Person:
Address:
Contact Number(s):
Reason not utilized:

E. ATTACHMENT #2 INSURANCE REQUIREMENTS

COMPANY shall, unless otherwise approved in writing by DISTRICT, obtain and maintain throughout the duration of this Agreement (or as otherwise specified) insurance written through a company duly authorized to conduct business in the State of Missouri and with a A.M. Best Rating of A, financial size VI or higher and of the types and in the amounts described below.

- 1. <u>Commercial General Liability Insurance</u>. Commercial general liability ("CGL") in the amount of \$1,000,000 each occurrence/ \$2,000,000 general aggregate and \$1,000,000 products-completed operations aggregate.
 - a. CGL insurance shall cover liability arising from but not limited to premises, operations, independent contractor, products-completed operations and personal injury and advertising liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. DISTRICT shall be included as an insured under the CGL, using an ISO Additional Insured Endorsement or other form as approved in advance by the DISTRICT. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded to, or maintained by, DISTRICT.
- 2. <u>Business Auto Liability Insurance</u>. Business auto liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, leased/rented and non-owned autos).
- 3. <u>Workers Compensation Insurance</u>. Workers' compensation and employer's liability insurance.
 - a. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease.
 - b. Worker's compensation limits shall not be less than the statutory limits.
- 4. <u>Errors and Omissions Insurance</u>. (Professional Liability where required) Errors and omissions insurance with a limit of not less than \$2,000,000 per claim/\$2,000,000 aggregate. If such insurance is maintained on a claims-made basis, COMPANY shall maintain the coverage or provide evidence of an extended reporting period endorsement covering a minimum of five years after expiration of the contract. Such insurance shall cover all services provided by the COMPANY hereunder.
- 5. <u>Excess Umbrella Insurance</u>. Excess umbrella liability insurance with a limit of not less than \$1,000,000 in excess of the above GL, Business Auto and Employers' Liability coverages.
- 6. CGL, Business Auto and Workers; Compensation policies shall be endorsed to provide a waiver of subrogation to the benefit of the District.
- 7. By requiring the insurance as set out herein, DISTRICT does not represent that coverage and limits will necessarily be adequate to protect COMPANY, and such coverage and limits shall not be deemed as a limitation on COMPANY'S liability under the indemnities provided to DISTRICT in this Agreement, or any other provision of the Contract Documents.
- 8. Prior to commencing the work, COMPANY shall furnish DISTRICT with a certificate(s) of evidence of insurance (ACORD Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
 - a. Failure of DISTRICT to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of COMPANY's obligation to maintain such insurance.
 - b. Certificates of insurance shall clearly show evidence of coverage in compliance with the additional insured, waiver of subrogation, and primary and non-contributory requirements above.
- 9. DISTRICT shall have the right, but not the obligation, to prohibit the COMPANY from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by DISTRICT.

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E. ATTACHMENT #2 INSURANCE REQUIREMENTS continued

- 10. Failure to maintain the insurance required in this Section may result in termination of this Agreement at DISTRICT'S option. DISTRICT may, but is not obligated to, obtain any insurance required hereunder and not maintained by the COMPANY and charge the cost thereof to COMPANY.
- 11. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to DISTRICT when requested.
- 12. COMPANY shall provide certified copies of all insurance policies required above within ten (10) days of DISTRICT'S written request for said copies.
- 13. COMPANY shall include the above requirements for types of insurance requirements in all of its subcontracts, if any. Limit amounts for subcontractors may be less than those set forth above, upon written agreement of DISTRICT. COMPANY shall be responsible for collecting certificates of insurance and monitoring insurance coverage of its subcontractors to verify that the required coverage is maintained as required. All Subcontractors providing professional services shall be required to provide professional liability insurance. In addition, all subcontracts shall include a similar indemnification of DISTRICT as provided in this Agreement.
- 14. DISTRICT reserves the right to request COMPANY to obtain additional insurance and limits on individual Projects authorized hereunder. COMPANY shall endeavor to obtain such insurance as soon as possible after such request and advise DISTRICT if the COMPANY will be required to pay any additional premium. If so, the DISTRICT shall pay such additional premium in excess of the premium for the above insurance. If COMPANY cannot obtain such additional insurance, DISTRICT may terminate this Agreement in full or in part upon notice to COMPANY.

In order for the District to ensure that the minimum insurance requirements can be met by your firm, please check one of the following:

Minimum insurance requirements can be met--a copy of insurance certificate is attached.

OR

Do not currently have minimum insurance levels--attached is a copy of a letter from insurance carrier stating that if awarded the Contract, levels of coverage will be met.

Company Name

Signature

Date

F. ATTACHMENT #3 PROPOSER SIGNATURE SECTION

1) Designate one individual as the Proposer's representative to the District during the Contract period. The representative will be contacted to solve any and all problems that may arise concerning the Contract or proposal. The undersigned Proposer hereby agrees to be bound by the terms of the RFP and that the enclosed proposal is submitted in accordance therewith. Once completed and returned, this proposal becomes the primary basis for evaluation and selection of the Proposer to provide the services required by SSD for the specified Contract period. By signing this proposal, the Proposer certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Proposer and SSD or any of its employees, Board of Education members or Governing Council members.

Legal name (Prime C	Contractor)	
Representative's Nar	ne	Title
Address		Telephone Number
City, State & Zip		Fax Number
Size of firm, extent of	f market, business strength, business stal	bility
Years in Operation	Years under current structure and/or un	nder Previous structure

The undersigned Proposer hereby agrees to be bound by the terms of the RFP and that the enclosed proposal is submitted in accordance therewith.

Company Name

Authorized Signature/Title

Address

Telephone Number

City, State & Zip

Fax Number

Special School District of St. Louis County INSTRUCTIONS TO PROPOSERS

F. ATTACHMENT #3 PROPOSER SIGNATURE SECTION continued

1. Name of Proposer's Officers:		
The undersigned hereby	y acknowledges the receipt	of the following addenda:
Addendum Number	r Date Issued	Acknowledged Signature
Number of Employees:		
	FULL TIME	
	PART TIME	
	TOTAL	
Percentage of employed	es in the following race/eth	nicity categories:
AMERIC	AN INDIAN	
ASIAN		

ASIAN ______ BLACK/AFRICAN AMERICAN _____ CAUSASIAN _____ HISPANIC/LATINO _____ OTHER _____

G. ATTACHMENT #4 NO CONFLICT OF INTEREST

Special School District of St. Louis County

Once completed and returned this proposal becomes the primary basis for evaluation and selection of the Proposer to provide the services required by the District for the specified Contract period.

By signing this proposal the Proposer certifies that there are no "PARTIES OF INTEREST" or "CONFLICT OF INTEREST", as defined by state and/or federal regulations, existing between the Proposer and the District or any of its employees, Board of Education members or Governing Council members.

NAME OF PROPOSER:	
ADDRESS:	
TELEPHONE:	
FAX:	

I certify that the above information is true, correct and complete.

Date of Proposal Submittal

Signature of Proposer's Representative

Title

Signature of Proposer's Representative

Title

H. ATTACHMENT #5 REFERENCES

Each Company must submit a minimum of four (4) current references and two (2) terminated client references. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders or partners.

List as <u>primary</u> references any current services currently in force with **public school districts.** Include contacts and telephone numbers for each reference. Use additional pages for additional contacts.

1)	Company Name:	
	Business Address:	
	Name/Title of Contact:	
	Contact Phone Number:	E-Mail Address:
	Contract Length:	_Contract Value:
2)	Company Name:	
	Business Address:	
	Name/Title of Contact:	
	Contact Phone Number:	E-Mail Address:
	Contract Length:	Contract Value:
3)	Company Name:	
	Business Address:	
	Name/Title of Contact:	
	Contact Phone Number:	E-Mail Address:
	Contract Length:	Contract Value:

H. ATTACHMENT #5 REFERENCES continued

4)	Company Name:	
	Business Address:	
	Name/Title of Contact:	
	Contact Phone Number:	E-Mail Address:
	Contract Length:	Contract Value:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I. ATTACHMENT #6 TERMINATED CONTRACTS

All Contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Company's nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Company's proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS

Company Name:
Name/Title of Contact:
Business Address:
Contact Number(s):
Contract Length:
Company Name:
Name/Title of Contact:
Business Address:
Contact Number(s):
Contract Length:
Company Name:
Name/Title of Contact:
Business Address:
Contact Number(s):
Contract Length:

EXHIBIT #J - BID FORM [SUBMIT THREE ORIGINAL COPIES WITH BID]

PROJECT: SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY SOUTH TECHNICAL HIGH SCHOOL MAIN ELECTRICAL SWITCH GEAR REPLACEMENT District Bid No. SSD-119-25

DATE: _____

BID FROM: _____, hereinafter called "Bidder",

a corporation organized and existing under the laws of the State of	; or
 a partnership; or	
en individual deine business es	

- ____ an individual doing business as _____
- TO: Special School District of St. Louis County Facilities and Operations Office 700 Fee Fee Road Maryland Heights, MO 63043

Gentlemen:

Having carefully examined the Contract Documents as set forth in Article 1 of the General Conditions of the Contract for Construction, which documents are made a part hereof as if more specifically set out herein, and entitled **Special School District of St. Louis – South Technical High School – Main Electrical Switch Gear Replacement**, as well as the site and all conditions affecting the work, the undersigned agrees to furnish all the labor and materials necessary to perform the BASE BID work shown on the drawings and called for in the Specifications in accordance with said documents for the stipulated sum below:

BASE BID: (including all electrical and general construction work for replacement of the existing main switch gear as outlined within the Request For Proposals dated May 20, 2025).

The lump sum of		Dollars
	(\$)

START AND COMPLETION

All construction work for the Switch Gear Replacement Project is to be started no sooner than June 25, 2025 and to be substantially completed by August 7, 2025.

ADDENDA

Bidder acknowledges the receipt of the following addenda:

Addendum No	dated	
Addendum No	dated	
Addendum No	dated _	

Fill In Number and Dates of all addenda received.

ALLOWANCES

Bidder acknowledges the inclusion of the \$25,000 general contingency allowance in their bid.

Acknowledged

REQUIRED PROPOSAL SUBMISSIONS

Include all the following Bid Proposal items for review:

- 1) Contract Exhibits (completed and signed)
 - Exhibit D: Minority Business Enterprise and Women Business Enterprise Program (MBE/WBE/DBE/SDVE) Subcontractor Utilization and Solicitation Form
 - Exhibit E: Insurance Requirements
 - Exhibit F: Proposer Signature Section
 - Exhibit G: No Conflict of Interest
 - Exhibit H: References and Experience
 - Exhibit I: Terminated Contracts
 - Exhibit J: Bid Form
 - Exhibit K: FWAP Affidavit of Compliance and Verification
- 2) Bid Bond (5% of total base bid amount.)
- 3) Listing of all proposed Sub-Contractors
- 4) Listing of Bidders Project Team and their Qualifications

All of the above information will be reviewed and evaluated during the bid evaluation process by the Owner and the Program Manager.

Special School District of St. Louis County – South Technical High School - Main Electrical Switch Gear Replacement

WITHDRAWAL

Bidder agrees not to withdraw his bid proposal for a period of sixty (60) days after receipt of proposal by Owner.

INDEMNIFICATION

If awarded the Contract, the Bidder agrees to indemnify the Owner, Construction Project Manager, Project Manager, Architect, and Architect's Consultants from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against Owner by reason of any act of omission of the Bidder, his agents, subcontractors or employees in the execution of the work as set forth in the General Conditions.

ACKNOWLEGEMENT

Bidder declares that he has had an opportunity to examine the site and the work and has examined the Contract Documents therefore, and that he has carefully prepared his proposal upon the basis thereof and that he has carefully examined and checked this Proposal and the materials, equipment, and labor required thereunder, the cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Proposal is, or are, correct and that no mistake or error has occurred in this Proposal.

Bidder acknowledges and shall supply names of all subcontractors within 24 hours of bid opening.

DATED. the	do	1 af	2025
DATED: the	ua	y of	 , 2025

Bid respectfully submitted by:

Signature of Bidder

Name of Bidder

Title

Name of Company	Telephone Number	Fax Number
OR, If A Corporation:		
Name of Corporation	Telephone Number	Fax Number
Name & Title of Officer	Address for Commur	nication
 Incorporated under the laws of the State of 		
2. Licensed to do business in Missouri?	Yes <u>No</u>	

END OF BID FORM

K. ATTACHMENT #8 FEDERAL WORK AUTHORIZATION

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

R,	1 .	(signature)
D	y	(signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

K. ATTACHMENT #8 FEDERAL WORK AUTHORIZATION continued

I, _____, being of legal age and having been duly sworn upon my oath, state the

following facts are true:

- 1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
- I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
- 3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
- 4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: ((individual signature)
-------	------------------------

E	
For: ()	company name)
101(company mane)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20___.

NOTARY PUBLIC

My commission expires:

EXHIBIT L



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

, upon being duly sworn upon my oath state that: (1) I am the		Ι,
	(Name)	
; (2) all requirements of	of	
(Name of Company)		(Title)

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on ______;

(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _______ Section _______ Section _______ County, Missouri, and completed on the ______ day of ________.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of ______, ____.
My commission expires ______, ____.

Notary Public

Receipt b	v Authorized	Public R	epresentative
neeerpe »	Jindinormou	I HOME I	cpr cocmenter e

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 100 ST. LOUIS 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 Todd Smith, Director Division of Labor Standards

Filed With Secretary of State:

March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for ST. LOUIS County

Section 100

	**Dana a litera
	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Asbestos Worker	\$67.80
Boilermaker	\$42.03*
Bricklayer-Stone Mason	\$62.04
Carpenter	\$64.31
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.86
Plasterer	
Communication Technician	\$62.59
Electrician (Inside Wireman)	\$75.44
Electrician Outside Lineman	\$42.03*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$42.03*
Glazier	\$66.98
Ironworker	\$70.24
Laborer	\$53.79
General Laborer	\$33.79
First Semi-Skilled	
Second Semi-Skilled	
	\$57.61
Mason Marble Mason	\$57.01
Marble Mason Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.55
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.63
Plumber	\$77.88
Pipe Fitter	
Roofer	\$57.83
Sheet Metal Worker	\$73.78
Sprinkler Fitter	\$82.11
Truck Driver	\$42.03*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

Section 100

Heavy Construction Rates for ST. LOUIS County

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$64.02
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$78.52
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$54.45
General Laborer	
Skilled Laborer	
Operating Engineer	\$70.83
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.95
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 fewer 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.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Fourth day of June in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

Special School District of St. Louis County 12110 Clayton Road St. Louis, Missouri 63131

and the Contractor: (Name, legal status, address and other information)

for the following Project: (Name, location and detailed description)

Special School District of St. Louis County Project No. 119-25 South Technical High School - Main Electrical Switch Gear Replacement 12721 W Watson Road St. Louis, Missouri 63127

The Architect: (Name, legal status, address and other information)

Facility Solutions Group 901 Horan Drive, Suite 200 Fenton, Missouri 63026

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

1

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS 1
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- [] The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- [X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

June 25, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: (Check one of the following boxes and complete the necessary information.)

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[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: August 7, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
§ 4.3 Allowances, if any, included in the (Identify each allowance.)	e Contract Sum:	

Item	Price
Unforeseen Conditions	\$25,000

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS § 5.1 Progress Payments

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§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201TM-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- That portion of the Contract Sum properly allocable to completed Work; .1
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- For Work performed or defects discovered since the last payment application, any amount for which .4 the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Five Percent (5%)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision *Maker*, *if other than the Architect.*)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- [] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- [X] Litigation in a court of competent jurisdiction
- [] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (*Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.*)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative: (Name, address, email address, and other information)

Jeff Sherrill, Director of Facilities and Operations Special School District of St. Louis County 700 Fee Fee Road Maryland Heights, Missouri 63043

§ 8.3 The Contractor's representative: (*Name, address, email address, and other information*)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.2 The Contractor shall purchase and maintain insurance and provide bonds as set forth in District RFP dated May 20, 2025.

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§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101[™]-2017, Standard Form of Agreement Between Owner and Contractor .1
- AIA Document A201[™]-2017, General Conditions of the Contract for Construction .3

.5	Drawings		
	Number	Title	Date
.6	Specifications		
	Section	Title	Date Pages
.7	Addenda, if any:		
	Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

7

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

Part 1 - General

The following Supplementary Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or deleted by the Supplementary General Conditions, the unaltered provisions of the General Conditions shall remain in effect.

General Conditions of the Contract for Construction AIA Document A201, 2017 Edition, is the General Conditions between the Owner and Contractor. A copy of this Document is hereby specifically made a part of the Contract Documents whether bound within or not. Copies of this document are available for purchase from the St. Louis Chapter, American Institute of Architects (AIA).

911 Washington Ave., Suite 100 St. Louis, Missouri 63101-1203. Telephone: 314-621-3484

Additionally documents are available for review in the Program Managers or the Construction Program Managers office.

Revise AIA A-201-2017 as follows:

ARTICLE 1 – GENERAL PROVISIONS

1.1.2 THE CONTRACT:

Add the following subparagraphs to Article 1.1.2:

- 1.1.2.2 Notwithstanding the fact that this Agreement is executed as of the date set forth in the Standard of Agreement Between Owner and Contractor (A101-2017), the parties recognize that portions of the services required hereunder may have already been performed prior to such date, all of which services shall be governed by the terms and conditions of this Agreement. Contractor shall not be entitled to any compensation for such prior activities and services except as expressly provided for herein. Without limiting any of the foregoing, all of the Contactor's liabilities and obligation to the Owner shall apply to all pre-execution services performed by the Contractor, not withstanding the fact that such services may have been performed prior to the date of Project Agreement pursuant to prior negotiations, representations, agreements and understandings or otherwise.
- 1.1.2.3 The Bid Form, Notice to Bidders, and Instructions to Bidders are part of the Contract Documents and shall be enumerated as such in the Contract.

1.1.3 THE WORK:

Add the following paragraph to Article 1.1.3

- 1.1.3.1 Prior to the start of Work Contractor shall provide the following:
 - 1. Performance Bond 100% of TOTAL contract
 - 2. Payment Bond 100% of TOTAL Contract
 - 3. Original signed contract.
 - 4. Subcontractor Federal Work Authorization Program Affidavit of Compliance, Verification Form, and all related evidence and supporting documentation.

1.1.6 THE SPECIFICATIONS:

Add the following subparagraphs to Article 1.1.6:

1.1.6.1 EXPLANATION OF "STREAMLINE FORM" OF SPECIFICATIONS

A. These specifications are of the abbreviated or "Streamline" type and include incomplete sentences. Omissions of words or phrases such as "The Contractor shall"; "in conformity with";

"a"; "an"; "the"; "all"; are intentional. Omitted words and phrases shall be supplied by reference in the same manner, as they are when a "note" occurs on the drawings. Words "shall be" are inferred with colon (:) used within sentence or phrase.

- B. The Contractor shall provide all items, articles, materials, operations, and methods listed, mentioned, or scheduled on the drawings and/or specified herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.
- C. Reference to known standards of specifications shall mean latest edition of such specifications adopted and published at date of invitation of Bid.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

Add the following subparagraphs to Article 1.2:

1.2.4 No attempt has been made in the specifications to segregate the Work to be performed by any trade, subcontract, or portion of the Project under any one specification. Any segregation between trade or craft jurisdiction limits, and the establishment of Subcontract limits, will be solely a matter of agreement between the Contractor, its employees, and its Subcontractors. The Contract Documents will govern the construction of the entire Work and the provisions thereof will govern each item and unit of Work to which such provisions apply.

ARTICLE 2 – OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

Add the following subparagraphs to Article 2.3:

- 2.3.7 The Owner shall maintain occupancy of the existing buildings and the site during construction.
- 2.3.8 OWNER POLICIES
 - A. It is the policy of the School District that smoking, alcohol, drugs, inappropriate language, or inappropriate behavior are not allowed on any of its properties. All contractors are to comply with this policy. Violation of this policy will result in immediate dismissal of the individual committing the violation.
 - B. It is the policy of the Owner that weapons (concealed or otherwise), alcohol, drugs, profanity, amplified sound, and inappropriate behavior/displays (as defined by the Owner) are not allowed anywhere on the job site. The Contractor shall comply with this policy. Violation of the policy will result in immediate dismissal of the individual, and/or Contractor/Subcontractor committing the violation. Communication between any employee of the Contractor/Subcontractor and students is strictly prohibited, unless in the event of an emergency. Registered sex offenders are not to be on the job site. The safety of the students, the staff, and the public is of utmost priority. Any individual and/or Contractor/Subcontractor with disregard to their safety will be immediately dismissed.
 - C. Wage rates paid on construction work for this project shall be at least equal to prevailing wage rates as determined by the State of Missouri. The Contractor and subcontractor(s) will be obligated not to discriminate in employment practices. The nondiscrimination stipulation and wage rate determinations are included in the contract documents. See Annual Wage Order #31 and associated Incremental Wage Increases elsewhere in the Project Manual.
 - D. No payment made by Owner shall be considered as evidence of satisfactory performance of the work, either wholly or in part, not construed as acceptance of defective work as relieving the Contractor from its full responsibility under the agreement.

2.3.9 FINANCIAL REQUIREMENTS

Financial requirements are listed in these attached documents:

- (1) Exhibit D: Minority Business Enterprise and Women Business Enterprise Program (MBE/WBE/DBE/SDVE) Subcontractor Utilization and Solicitation Form
- (2) Exhibit E: Insurance Requirements
- (3) Exhibit F: Proposer Signature Section
- (4) Exhibit G: No Conflict of Interest
- (5) Exhibit H: References and Experience
- (6) Exhibit I: Terminated Contracts
- (7) Exhibit J: Bid Form
- (8) Exhibit K: FWAP Affidavit of Compliance and Verification
- (9) Exhibit L Affidavit for Compliance with Prevailing Wage Law
- (10) Exhibit M Mo. Div. Of Labor Standards Annual Wage Order No. 31
- (11) Exhibit N Sample Contract
- (12) Exhibit O Supplementary Conditions to the General Conditions
- (13) Exhibit P Supplement to the Instructions to Bidders
- (14) Exhibit Q Project Information
- (15) Exhibit R Electrical Upgrades Specifications
- (16) Exhibit S Drawings

2.4 OWNERS RIGHT TO CARRY OUT THE WORK

Add the following subparagraphs to Article 2.4:

- 2.4.1 If ever, in the opinion of the Owner, the project is either insufficiently staffed, significantly behind schedule, or not properly protected, the Owner will give the GC a notice to correct (or begin correcting) the deficiency within seventy-two (72) hours. If the GC fails to respond appropriately in that time, the Owner reserves the right to perform the work at the expense of the GC.
- 2.4.2 If the GC fails to respond to an emergency immediately, the Owner reserves the right to perform the required work at the expense of the GC. A condition of insufficient protection, fencing, heating, temporary utility, barricades, or a utility disruption caused by the GC, as well as any resultant damage, constitutes an emergency. Damage caused by water, wind, weather, humidity, and/or fire/smoke constitutes an emergency. A roof leak and a malfunction of the fire alarm or HVAC systems constitute an emergency. Any water or fire/smoke damage shall be assessed, abated, cleaned, and repaired/restored by vendors determined by the Owner, at the cost and direction of the GC. An unsafe condition, as determined by the Owner, constitutes an emergency.

ARTICLE 3 – CONTRACTOR

3.1 GENERAL

Add the following subparagraphs to Article 3.1:

- 3.1.4 The Contractor must implement and maintain a drug-free workplace program consistent with guidelines of the U.S. Department of Labor. This program shall require random drug testing for all workers performing work under the Contract. The Contractor shall not allow a drug user onto the Owner's property at any time.
- 3.1.5 The Contractor shall abide by the School District's policy regarding use, possession, manufacture, delivery, or advertisement of drug paraphernalia. The unlawful manufacture, distribution, possession or use of a controlled substance or the unlawful possession and unlawful use of alcohol is harmful and prohibited in and on the School Districts campuses, the District's owned or controlled property, or as a part of its activities. No employee is to report to work or any District activity, while under the influence of illegal drugs or alcohol. Violation of these policies by an employee will be reason for referral for prosecution consistent with Local, State, and Federal Law. Contractor shall promptly remove from the project any of its employees found to be in violation of this policy. Failure to do so may result in termination of contract and suspension of the contractor from future District projects/contracts at the sole discretion of the School District.
- 3.1.6 It is the Owner's policy, as a Public School District, not to conduct business with any entity unless such entity agrees to refrain from utilizing any employee on Owner's property who is a registered

sex offender. Before employment of any employee or retention of any independent contractor, subcontractor or supplier who is an individual for work on this Project, the Contractor shall without limitation conduct a thorough review of registered sex offenders lists. Any such individual who is on the list shall not be permitted to enter the premises where the Project is located or any other School District property or to work on the Project. In addition, the Contractor shall update the background check on a monthly basis to confirm its continued compliance with this requirement. Contractor shall include all of these requirements in its contracts with subcontractors and suppliers.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following paragraph to 3.2.2

....Notwithstanding the foregoing, it is understood and agreed that certain portions of the Work involve design and engineering services, including but not limited to, electrical and other related construction services. Contractor shall have the obligations set forth herein and elsewhere in the agreement with the Design Professional providing such design / engineering services.

Add the following subparagraph to Article 3.2:

- 3.2.5 With respect to any design / engineering services, Contractor represents and warrants to Owner that all such services shall be performed by qualified and appropriately licensed design professionals who shall have and maintain all licenses required b state law (the "Design Professional"). Owner understands and agrees that Contractor is not licensed to practice engineering but is procuring certain of those services as part of its obligation in this Agreement which will be performed by licensed Design Professionals. Contractor shall cause those Design Professionals to comply with terms and conditions of Section 3.12.10 With respect to the design services that Contractor is providing as set forth n Section 3.2.2, Contractor shall require that the Design Professionals' services shall be performed in conformance with the standards of care and quality practiced by design professionals experienced with projects similar to the Project, and shall not design, specify, or incorporate any hazardous materials, hazardous substances, and/or toxic substances as defined by applicable environmental law. The Design Professionals shall comply with applicable federal, state, and local laws, statutes, ordinances, regulations and other legal requirements relating to the construction, use and occupancy of the Project. Any designs, drawings or specifications prepared or furnished by the Design Professionals that contain errors, conflicts, or omissions will be promptly corrected by the Design Professional at no additional cost to Owner. All drawings and specifications and any other documents prepared by the Design Professional for the Project shall be reasonably accurate and complete as is customary for typical construction documents and the Design Professionals shall notify the Owner in a prompt and timely manner any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. Owner is granted an irrevocable license to use the Drawings, Specifications and other documents prepared by the Design Professionals for this Project and for future work at the property, which is the site of the Project but not any other location.
- 3.2.6 The owner is entitled to reimbursement from the contractor for amounts paid to the Architect for evaluating and responding to the Contractors request for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following subparagraphs to Article 3.3:

- 3.3.4 Prior to beginning work, the Contractor (GC) shall furnish the Owner with telephone numbers of emergency contacts that are available at all times to arrange for an immediate response to emergencies. The GC shall also furnish the Owner with keys to all temporary locks installed.
- 3.3.5 The GC shall familiarize all its employees associated with the project with the location of utilities and the procedures for their deactivation. The GC shall protect existing and temporary utilities and shall never allow an unscheduled disruption of a utility to the existing building and/or site (the terms "utility" and "utilities" in this particular document shall refer to both publicly and privately owned facilities, services, and usage, including, but not limited to, the complete systems for electricity, water, fire protection, storm sewer, sanitary sewer, natural gas, telephone, optic fiber, cable

television, mechanical (HVAC), and low-voltage systems). The GC shall repair any such unscheduled utility disruption caused by construction related activities with an immediate and continuous response without expense to the Owner. The GC shall locate all publicly and privately owned utilities potentially affected by construction activities, prior to start of work.

- 3.3.6 The GC shall carefully review field conditions and shall acquire and review the Owner's record drawings of existing facilities.
- 3.3.7 The GC must work proactively with the School Principal to completely avoid any disruptive work on school testing dates. The GC must coordinate planned utility disruptions with the Owner and the School Principal so that school activities are not affected (overtime work shall be provided by the GC if required by the Owner; the Owner shall reimburse the GC for the premium cost of the labor, provided that the GC has obtained prior written authorization from the Owner). The GC shall properly allot time in the construction schedule for any utility outages and relocations required for the project. The GC prior to construction shall complete relocation of utilities within the footprint of the new building.
- 3.3.8 Construction traffic to and from the site shall be coordinated so as not to contribute to congestion; the GC shall provide construction signage and traffic control indicating the temporary route for pedestrians, traffic, and construction vehicles (including construction deliveries). The building and/or site exiting and circulation patterns, as well as the location of construction, staging, access, and construction parking areas, are to be approved by the Owner and School Principal prior to implementation; the GC shall also obtain approval from permitting authorities prior to driveways free of any debris and/or rubbish generated as a result of construction. A failure to do so shall be remedied by the GC with an immediate and continuous response without expense to the Owner. The GC shall provide paved temporary pedestrian pathways and shall keep these pathways clear, safe, and protected from construction activities. The GC shall not interrupt the Owner's full use of existing parking areas; parking lot lighting systems shall be maintained at all times. The Owner reserves the right to formally meet with the GC each week in order to review all aspects of the project.
- 3.3.9 The GC shall provide surface for construction parking and wash-down separate from school parking areas. The GC shall fully delineate the property boundary adjacent to the construction area, and shall not allow discharge of storm water onto adjacent property. The GC shall subcontract to provide, install, inspect, maintain, and remove / restore at the end of the project a Storm Water Pollution Prevention Plan (SWPPP) for the duration of the project. Said subcontractor shall be approved to do so by the local governing jurisdiction, St. Louis County, and the Missouri Department of Natural Resources and shall provide these services in accordance with the requirement of these agencies.
- 3.3.10 The GC shall protect the building and site for the duration of the project. The GC shall maintain the building and site in a clean and orderly state, each and every day. The GC shall prevent infiltration of noise, odors, dust, smoke, heat, cold, and humidity into existing buildings. The GC shall provide protection in the form of properly sealed and insulated temporary partitions and barriers, as required. In addition to noise, odors, dust, smoke, and humidity, this protection shall be sufficient to protect the existing building from freezing, water (rising or falling), water damage, and inclement weather. The GC shall provide protection for existing flooring, ceiling, walls, finishes, and doors to prevent damage during construction. Existing wood, vinyl, and other floors shall be protected prior to any construction work using eighth-inch masonite (with duct-taped joints). Existing carpeted floors shall be completely protected with plastic sheeting (with duct-taped seams), and eighth-inch masonite shall protect the immediate work area. The GC shall not allow a situation to exist, whether a result of construction or a pre-existing condition, where rain water or rising water has insufficient means of drainage and could enter the building.
- 3.3.11 At all times, the GC shall provide protection for existing and new fire alarm systems and devices in order to protect against damage, including smoke and dust contamination. Fire alarm devices that are removed by the GC shall be immediately deleted from the system programming. Any addition/alteration to existing fire alarm systems requires prior approval and proper scheduling from the Fire Protection District, as well as from the Owner and School Principal. Only the owners existing Fire Alarm System Provider is allowed to perform programming work and/or supply parts for existing and new fire alarm systems. The GC shall follow all installation requirements as set forth by the Fire Alarm System Provider. Should the potential arise for construction work to adversely affect or activate any component of the fire alarm system, the GC shall notify the Owner, School District

Facilities Services, and the School Principal at least 24 hours in advance so that the system may be taken "off-line" for a predetermined time period. The GC shall verify with the Owner, School District Facilities Services, and the School Principal that the construction work is complete, or that the "off-line" time period must be extended, prior to its expiration. If the existing building is occupied, the fire alarm system cannot be taken "off-line;" the GC must protect (e.g. "bag" smoke detectors), remove (incl. system programming), or relocate any affected fire alarm devices. The GC shall remove protection and/or reinstall and removed or relocated fire alarm device (incl. system programming) to its intended location prior to occupancy. The GC shall be particularly careful of the sensitivity of return/supply air smoke detectors for mechanical equipment. No fire sprinklers or fire alarm can be deactivated within an existing building, without first installing an active replacement system.

- 3.3.12 New and existing mechanical equipment shall not be utilized to provide temporary heating, cooling, ventilation, and/or dehumidification during construction, unless previously approved by the Owner. The GC must abide by all procedures set forth by the Owner for such use. These provisions to be provided by the GC include, but are not limited to, 1) extended warranty, 2) installation of "pre-filter" material, 3) factory start-up prior to use (new equipment), 4) reimbursement of associated utility usage, 5) temporary control system, and 6) minimal use (as defined by Owner). All existing supply and return openings within, or affected by, the construction area shall be thoroughly protected with "pre-filter" material by the GC.
- 3.3.13 The GC shall always maintain the security of an existing building, and shall never cause it to be left unsecured. The GC shall properly barricade any opening in the existing building to prevent intrusion, when the job site is not supervised by the GC. The GC shall barricade any hazardous or unsafe condition, whether inside or outside of the fence. All windows within the fence, or adjacent to a work area, shall be fully protected with plywood.
- 3.3.14 All protection, temporary utilities, temporary pavement, temporary pedestrian pathways, construction signage, traffic control, fencing, and barricades shall be maintained by the GC for the duration of construction, and shall be removed as appropriate, prior to the end of construction with all surfaces and finishes restored to pre-existing condition. This shall include any and all such facilities installed by the GC as well as any and all such installations serving the project that were in place prior to the start of the GC's work. Any damage to, or soiling of, the existing or new building, utilities, and/or the site as a result of the failure or the lack of these facilities, shall be repaired and/or cleaned by the GC with an immediate and continuous response without expense to the Owner. This shall include damage caused by weather, wind, freezing, flood, or utility service disruption. Existing and new ceiling tiles that are soiled by water as a result of a leak from a new roof shall be replaced promptly by the GC (this shall extend to the end of the warranty period).
- 3.3.15 It is the policy of the Owner that tobacco, alcohol, drugs, profanity, inappropriate appearance, inappropriate behavior, amplified sounds, and weapons (concealed or otherwise) as defined by the Owner are not allowed on the property. The GC shall comply with this policy. Violation of this policy shall result in the immediate and permanent dismissal of the individual and/or contractor that committed the violation. The GC must comply with the Owner's published policies. The GC shall not allow a drug user or a registered sex offender onto the property, as part of its operations
- 3.3.16 All work performed under the Contract shall be supervised by an individual that has documentation of successful completion of the 10 Hour OSHA Construction Safety Training Course. The Contractor and all sub-contractors shall maintain a record of these documents that is readily available for inspection by the Owner for the duration of the contract.
- 3.3.17 Each Contractor shall establish and maintain lines and levels. Before proceeding with work, check the levels shown on the drawings with existing levels; verify that there are no discrepancies
- 3.3.18 No advertising is allowed on the property.

3.4 LABOR AND MATERIALS

Add the following subparagraphs to Article 3.4:

3.4.4 Not later than five (5) calendar days from the contract date, Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the construction specifications and, where applicable, the name of the installing subcontractor. Owner will promptly reply in writing to Contractor stating whether Owner or Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any

proposed manufacturer or installer is not available, Owner may state that action will be deferred until Contractor provides further data. Failure of Owner or Architect to promptly advise Construction Manager of any reasonable objection or failure shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements.

- 3.4.5 Contractor shall base bid on all quantities of materials and labor required to complete the work on the bid proposal.
- 3.4.6 Final payment shall be based upon the Base Bid amount of the contract for the Work specified and adjusted only by Change Order to the Contract consistent with the General Conditions to the Contract.
- 3.4.7 Contractor shall base bid on all quantities of materials and labor required to complete the Work on the bid proposal.

3.4.8 PREVAILING WAGE PROJECT

This Project is a Prevailing Wage Project and as such must comply with the following.

- a. The Contractor is required to comply with Chapter 290 of the State of Missouri Revised Statues, Sections 290.210 to 290.340, and when in effect, Section 290.550 to 290.580.
- b. The Contractor is required to comply with Section 290.220 of the State of Missouri Revised Statues, which states that "no less than prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public work exclusive of maintenance work". (290.220 RSMo)
- c. The Contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under this contract. (290.250 RSMo).
- d. The Contractor shall forfeit as a penalty to the Owner one hundred dollars for each workman employed, for each calendar day, or portion thereof such workman is paid less than the stipulated rates for any work done under this contract by him or by any subcontractor under him (290.250 RSMo)
- e. The Contractor shall post in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged to execute this contract and employed on the construction of this Project under the provisions of the law a clearly legible statement of all prevailing hourly wage rates to be paid all workmen performing work under this contract. Such notice shall remain posted during the full time that any such workmen shall be performing work under this contract. (290.265 RSMo)
- f. The Contractor and each subcontractor engaged to execute this contract and employed on the construction of this project shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them in connection with the execution of this contract together with and accurate record of the number of hours worked by each workman and the actual wages paid thereof. The payroll records required to be so kept shall be open to inspection by any authorized representative of the Owner or the Department of labor and Industrial Relations at ay reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the State of Missouri for the period of one hear following the completion of any work under this contract in connection with which the records are made. (290.290 RSMo)
- g. It shall be the duty of the Owner to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 of the State of Missouri Revised Statues committed in the course of the execution of this contract, and, when making payments to the Contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340 of the State of Missouri Revised Statues. It shall be lawful for the Contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the Owner on account of said subcontractor's failure to comply with the terms of Sections 290.210 to 290.340 of the State of Missouri Revised Statues.

been made to him, the Contractor may recover from him the amount of the penalty in a suit of law. (290.290 RSMo)

- h. Each Contractor and Subcontractor shall file with the Owner upon completion of this contract and prior to final payment therefore an affidavit stating that he had fully complied with the provisions and requirements of Chapter 290 of the State of Missouri Revised Statues. The Owner is not authorized to make final payment until such affidavit is files therewith in proper form and order. (290.290 RSMo)
- i. Each Contractor and Subcontractor engaged to execute this contract and employed on the construction of this Project shall have its name, acceptable abbreviation, or recognizable logo and name of the city and state of the mailing address of the principal office of the company on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the execution of this contract for the construction of this Project during the time the Contractor or subcontractor is engaged on such contract and employed on the construction of this Project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary sign, with the information on the equipment so long as such a sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles, which are required to have similar information affixed thereto, pursuant to requirements of regulatory agency of the state of federal government, are exempt from the provisions of this paragraph. (290.290RSMo)
- j. The provisions of the preceding paragraph shall not apply to construction of public works for which the contract is awarded is in the amount of two hundred fifty thousand or less. (290.290 RSMo)
- k. No Contractor or Subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for the execution of this contract or employment on the construction of this Project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer, on a give occupational title below the prevailing wage rate as provided in Section 290.262 of Chapter 290 of the State of Missouri Revised Statues. (209.095 RSMo)
- I. In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under this or the preceding paragraph, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement or rebate to the Owner within thirty days of receipt of payment. The disclosure report shall be a matter of public record under Chapter 620 of the State of Missouri Revised Statutes. (290.095RSMo)

Any employer in violation of this and the preceding two paragraphs shall owe to the Owner double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in Section 2909.262 of the State of Missouri Revised Statues for each hour that work was performed. It shall be the duty of the Department of Labor Relations to calculate the amount owed to the Owner under this and the preceding two paragraphs. (290.095 RSMo)

m. Annual Wage Order No. 31 for St. Louis County, Missouri is included as Exhibit M.

3.5 WARRANTY

Add the following subparagraph to Article 3.5:

3.5.3 All work performed, materials installed, and/or equipment used on the project shall meet or exceed all applicable federal, state, county, and/or city regulations.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Add the following subparagraphs to Article 3.7:

- 3.7.4 The GC is responsible to provide and account for particular permit submittals, including, but not limited to electrical design. Issuance of permitting documents for this project by municipal authorities is directly dependant on the time required by the GC to properly prepare and submit these documents. The GC shall acquire and review all approved permit documents prior to start of work. The GC shall notify the Owner immediately, in writing, of any requirements made by the permitting authorities that are not part of the contract documents so that they can be added to the contract. The GC shall satisfy all requirements of permitting authorities, and shall cause all permits associated with the project to be promptly closed, all occupancy and/or final inspection certificates to be issued to the Owner, and all deposits and/or escrows associated with the project to be released to the Owner. All permitting documents, drawings and specifications shall be kept in good order on site by the GC, along with any changes. The GC shall return these documents to the Owner when occupancy is achieved. The GC shall acquire and deliver occupancy certificates to the Owner in a timely manner.
- 3.7.5 The contractor shall be responsible for obtaining and paying for all permits and licenses required for the entire project as required by St. Louis County and any local jurisdiction.

3.8 ALLOWANCES

Add the following subparagraphs to Article 3.8:

- 3.8.4 See Specification Section for specific Allowance information. Each allowance will be treated as an account to which associated charges will be applied. A tracking system will be used, with paperwork similar to the traditional change order process. The Owner will determine what additional costs will be applied against the allowance. Markups on charges applied to all allowances will be reduced by 1% to account for the performance and payments bonds already purchased. Should actual cost of charges be more or less than the amount if the allowance, the contract sum will be adjusted by change order to equal the amount of the difference.
- 3.8.5 The Owner shall approve any and all costs charged to allowances that are called out in the contract documents. Should the actual approved changes be less than amount of the allowance, the contract sum will be adjusted by a credit change order for the amount of the difference. With the exception of the cost of the performance and payment bonds, the GC shall not mark up an allowance with charges for overhead and profit.

3.9 SUPERINTENDENT

Add the following subparagraphs to Article 3.9:

- 3.9.4 General Contractor shall be required to have a qualified full-time field superintendent on site at all times during construction activity. Superintendent shall be subject to Owner approval. The superintendent shall personally supervise all aspects of the work on-site for the duration of the project. The GC shall also provide a project manager to manage all aspects of the work. The superintendent and the project manager shall be reliable points of contact for the Owner, regarding the project. The GC shall submit qualifications for the superintendent and the project manager to the Owner for approval prior to beginning work. The GC shall submit all proposed subcontractors, within twenty-four (24) hours of the bid, for Owner approval. No change of staff for these positions or subcontractors can be made without prior approval by the Owner. The superintendent shall coordinate all construction activities in advance with the Owner and School Principal so that conflicts with the Owner's activities are avoided.
- 3.9.5 The Field Superintendent may not be removed or replaced without the written consent of the Owner, unless that Field Superintendant leaves the employment of the Contractor or is otherwise unable to perform its duties due to illness or injury. In such case, Contractor shall, subject to the Owner's approval, substitute a Field Superintendant with similar experience and qualifications.
- 3.9.6 The Contractor shall cause its Subcontractors to place on the Project a Labor Foreman skilled in the respective crafts that they are supervising.
- 3.9.7 Each contractor shall keep on this work, during its progress, competent supervisory personnel including superintendant and any necessary assistants, all satisfactory to the Owner's representative. If any supervisory personnel prove unsatisfactory to the Owner, the Owner may

demand their removal, said demand must be in writing. The superintendent or Project Manager shall not be changed except with written consent of the Owner, unless the superintendent or Project Manager proves to be unsatisfactory to the contractor and ceases to be his employee. The superintendant shall represent the contractor and all directions given to him shall be as binding as if given by the contractor. On written request, such directions shall be confirmed in writing to the contractor.

3.9.8 Each contractor shall give sufficient supervision to the work using his/her best skill and attention. Contractor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the owner any error, inconsistency or other omission which he/she may discover.

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

Add the following subparagraphs to Article 3.10:

- 3.10.4 Whenever it becomes apparent from the latest schedule or otherwise that any completions dated on the original schedule may not be met, Contractor shall take some or all of the following actions at no additional cost to the Owner:
 - .1 Increase construction manpower in such quantities as will eliminate the backlog of Work and put the Project back on the original schedule.
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the aforesaid which will substantially eliminate the backlog of Work and put the Project back on the original schedule.
 - .3 Reschedule activities to achieve maximum practical concurrences of accomplishment of activities and put the project back on the original schedule.

If the Contractor fails to take any of the above actions within forty-eight (48) hours after receiving written notice, the Owner may take action to attempt to put the Project back on the original schedule, and deduct the cost of such actions from the Contract Sum. If the balance of the unpaid Contract Sum is insufficient to cover such costs, the Contractor shall reimburse the Owner for such costs within ten (10) days of demand therefore by the Owner.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

Add the following subparagraph to Article 3.12:

- 3.12.11 Each Contractor is to prepare and deliver to the Architect at least 6 copies of 8-1/2" x 11" or smaller submittals, 1 reproducible and 3 prints of larger submittals, and three samples of each material or color selection. The Contractor is to FAX only the transmittal letter to the Program Manager at this time. Submittals will be reviewed in the most expeditious manner; the Architect will require 10 calendar days from the time of receipt in order to make submittals available to the Contractor for pickup. The Contractor will receive at least two of each approved submittal type at the Architect's office. The Contractor will then deliver one copy of approved submittals to the Program Manager's office on the site.
- 3.12.12 The General Contractor shall be responsible for verification of existing/new conditions and dimensions.

3.13 USE OF SITE

Add the following subparagraphs to Article 3.13:

- 3.13.1 The Contractor(s) must direct his/her/their traffic so as not to disturb other activities in the area.
- 3.13.2 Parking and/or construction staging areas for Contractor's work forces shall be designated by Owner at the time of the Pre-Bid Meeting or Pre-Construction Meeting.
- 3.13.3 No advertising type signs will be erected on the project site.

3.13.4 TEMPORARY FACILITIES

- A. <u>General</u>: Temporary construction facilities described hereunder shall be furnished, erected, connected, repaired, and maintained by the general contractor, at locations designated by the School District.
- B. Temporary Water, Electricity, and Access:

(1) WATER: Contractor responsible for providing temporary services -- coordinate with Owner.

(2) ELECTRICITY: Coordinate use of existing services with Owner and return to proper working order at completion of project.

(3) SANITARY FACILITIES:

(a) General Contractor shall provide portable toilets, wash facilities, and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures. Install where facilities will best serve the Project. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used materials.

(b) Toilets shall be self-contained, single occupant units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pit-type privies will not be permitted.

(c) Wash facilities, which have potable water, shall be provided at convenient locations for personnel involved in handling materials that require wash-up. Dispose of drainage properly. Supply cleaning compounds.

(d) Provide containerized, tap-dispenser type bottled drinking water units for personnel.

- C. <u>Phone:</u> Contractor shall provide his/her separate phone service. Use of building phone system shall not be permitted. In addition, Contractor shall provide on site access to cellular phone by District's project manager for use in conjunction with this Project.
- 3.13.5 The GC shall refrain from using the Owner's facilities for storage, dining, or any other purpose without prior written authorization. This shall include the use of toilet facilities.
- 3.13.6 The contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. Other representatives of the Owner, testing agencies and governmental agencies shall have access to the Project at reasonable times for their observation, inspection, and testing. The contractor will provide proper and safe conditions for the access. Contractor, its subcontractors, and employees of any of them shall comply fully with the Owner's visitors polices and if they are performing work within the existing building located at the Project site (as opposed to the to be constructed addition to the building), wear appropriate identification badges (to be provided by Owner) at all times while working within the existing building.

3.14 CUTTING AND PATCHING

Add the following subparagraphs to Article 3.14:

- 3.14.3 Contractor shall remove and legally dispose of all items scheduled for removal.
- 3.15.4 The Owner has the right of first refusal for any material or equipment scheduled for demolition. The GC shall afford this right to the Owner prior to any demolition work. Should the Owner elect to exercise that right for a particular item, the GC shall remove the item in good condition and deliver it to the Owner. All material and equipment shall be properly removed from the site and disposed of, according to the contract documents and governing authorities.

3.15 CLEANING UP

Add the following subparagraph to Article 3.15:

- 3.15.2 Contractor and each subcontractor shall be responsible for keeping all roads, streets, and other pedestrian and vehicular passageways within the area free from dirt, mud, rocks, and other debris which may result from work under this Contract.
- 3.15.3 Contractor shall repair/replace any areas damaged in the course of work on this project. Contractor shall seed and straw all grass areas disturbed by construction.
- 3.15.4 The Contractor will provide dumpsters for lawful disposal of construction debris. Such items as paint, thinner, oil, contaminated rags, diesel fuel, empty gas or fuel tanks, 55 gallon drums (empty or full), pressurized containers, liquid chemicals, pesticides or their empty containers, asbestos, tires, PCB's or other hazardous materials will be disposed by the Contractor generating such waste in a lawful manner. The contractor shall indemnify and save harmless the removal of the same from the construction site, including but not limited to liability resulting from the transportation or disposal of such waste and rubbish.
- 31.5.5 The contractor shall be responsible for daily broom clean up of their work areas and for transporting and depositing all rubbish, debris, cartons, containers, etc. into dumpsters.
- 3.15.6 The Contractor shall provide final cleanup of all work in place prior to substantial completion.
- 3.15.7 The Contractor shall be responsible for any necessary permits required for dumpsters, storage vaults, etc.

3.16 ACCESS TO WORK

Revise paragraph 3.16 to read as follows:

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. Other representatives of the Owner, testing agencies and governmental agencies shall have access to the Project at reasonable times for their observation, inspection and testing. The Contractor will provide proper and safe conditions for access. Contractor, its Subcontractors, and employees of any of them shall comply fully with the Owner's visitors policies and if they are performing work within the existing building located at the Project site (as opposed to the to be constructed addition to the building), wear appropriate identification badges (to be provided by Owner) at all times while working within the existing building.

ARTICLE 5 – SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTER CONTRACTS FOR PORTIONS OF THE WORK

Add the following subparagraphs to Article 5.2:

5.2.5 Owner reserves the right to approve and/or reject any supplier or subcontractor.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTS

6.1 OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Revise paragraph 6.1.3 to read as follows:

The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall coordinate the Work of the Owner including but not limited to asbestos removal, furniture removal, salvage item removal, moving and cleaning companies, and technology / security companies. The Contractor shall notify the Owner if any of the Owner's own forces or contractors fails to cooperate with the Contractor. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall them constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised and agreed to by the Owner.

ARTICLE 7 – CHANGES IN THE WORK

7.1 GENERAL

Add the following subparagraphs to Article 7.1:

- 7.1.4 The Owner shall pre-approve any and all costs charged to allowances that are called out in the contract documents. Should the actual approved charges be less than the amount of the allowance, the contract sum will be adjusted by a credit change order for the amount of the difference.
- 7.1.5 The Architect will prepare Construction Change Directives, and may authorize, after consultation with the Owner, minor changes in the Work not involving an adjustment in Contract Sum or an extension of Contract Time which are not inconsistent with the intent of the Contract Documents. Contractor shall not make changes to the Work unless approved by Owner in advance. In the event of Owners agreement to pay cost for changes in work, without prior approval, does not obligate the Owner to pay future unauthorized completed Work.

7.2 CHANGE ORDERS

Add the following subparagraphs to Article 7.2:

7.2.2 General Contractor will be allowed to markup self-performed work by <u>15</u>%. This markup shall include all general contractor compensation (overhead & profit, general conditions, bond, supervision, cleanup, dumpsters) except trade labor to perform the work, materials installed as a part of the work and retained by the Owner, and third-party equipment rental cost (not dumpsters). If dumpsters are required for more than just cleanup (e.g. demolition) then they can be included for that portion of the work.

The General Contractor will be allowed to markup subcontracted work by 15%. This markup shall include all general contractor compensation (overhead & profit, general conditions, bond, supervision, cleanup, dumpsters) except the direct cost of the subcontractor. The 15% markup as stated above will cover all elements of overhead and profit (including, but not limited to, supervision, estimating, scheduling, procurement, cleanup, delivery, temporary utilities/facilities, consumables, insurance, performance/payment bonds, safety, quality control/assurance, protection, security, small tools, radios, vehicles, and all home/site office costs and expenses). Unit prices are to include the markups. Contractor shall not be entitled to an increase in Contract Price resulting from any claim unless it shall have given the Program Manager written notice within three calendar days after the occurrence of the event, giving rise to the claim AND unless it shall have received prior written authorization to proceed with a Contract change from Owner. Faxes, ASI's, Meeting Minutes, Responses to RFI's, Change Proposal Requests, Revised Contract Documents, and/or reviewed submittals DO NOT constitute written notification, written confirmation, or written authorization. Only Owner may authorize a change in the Contract amount. Contractor must have prior written authorization to proceed with work associated with a change in the Contract amount. Any additional work that Contractor executes without prior written authorization from Owner will be solely at Contractor's expense. Owner's consent to pay Contractor for previously unauthorized work already completed shall not obligate, nor set, precedence for Owner to do so again in the future. Additional costs due to the failure of Contractor to coordinate portions of the Work will not be the responsibility of Owner. Written authorization from Owner must clearly identify that the additional work results in additional expense.

7.2.3 Changes in contract Work will be handled with a Change Order approved by the Board of Education. Change Order proposals must be submitted three (3) weeks prior to the Board Meeting of which it will be approved. No time extensions to the Work will be given during this approval process. The Contractor should provide for maintaining the project schedule. Notice – to – Proceed for an approved change order will be given generally the day after the Board Meeting at which it is approved.

ARTICLE 8 – TIME

8.3 DELAYS AND EXTENSIONS OF TIME

Add the following subparagraphs to Article 8.3:

- 8.3.4 Contractor shall not be entitled to extensions of time resulting from any condition or cause unless it shall have given Owner written notice within three calendar days following the commencement of each such condition or cause, AND unless it shall have received written consent to the time extension from Owner. Faxes, ASI's, Meeting Minutes, Responses to RFI's, Change Proposal Requests, Revised Contract Documents, and/or reviewed submittals DO NOT constitute written notification, written confirmation, written consent, or written authorization. No extension of time will result in additional compensation of general conditions (including supervision).
- 8.3.5 If ever in the opinion of Owner the Project is either insufficiently manned or is significantly behind schedule, a notice will be given to Contractor requiring him to appropriately staff the job within seventy-two (72) hours, so that it is accelerated to meet the schedule. Any overtime hours necessary to meet the schedule will be at the expense of Contractor. If Contractor fails to respond to this notice, Owner reserves the right to staff the job with its own forces in order to maintain the schedule and charge the expense to Contractor.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENT

Revise paragraph 9.3.1 to read as follows:

The contractor shall submit each progress payment to the Owners designated representative, with a copy to the Architect, an itemized application for payment prepared in accordance with.....and shall reflect retainage as provided for in the Contract Documents. In order to process Applications for Payment said payment should use cutoff date of the 25th of each month. Additionally the Program Manager must receive Applications for Payment no later than the 29th of each month. Payment will typically be approved by the Board of Education.

All documents must be addressed

SPECIAL SCHOOL DISTRICT OF ST LOUIS COUNTY c/o FACILITY SOLUTIONS GROUP 901 HORAN DRIVE SUITE 200 FENTON, MO. 63026.

ALL DOCUMENTS MUST BE ORIGINALS

Add the following subparagraphs to Article 9.3:

9.3.1.3 The form of Application For Payment shall be one (1) each original signed and notarized copy AIA Document G702, Application And Certification For Payment, supported by AIA Document G703, Continuation Sheet.

In addition each Application for Payment shall include the following:

- a. Partial Lien Wavers one (1) original, signed and notarized
- b. Certified Payroll one (1) original and one (1) copy that must be signed. Contractor must comply with the current Prevailing Wage Law. Maintenance work, as defined by Chapter 290 of the Missouri Revised Statues, does not require compliance with Prevailing Law.
- 9.3.1.4 Until substantial completion, Owner will pay ninety five percent (95%) of the amount due Contractor on account of progress payments.
- 9.3.4 No extension of time granted by the Owner for abnormal weather conditions shall be cause for claim of additional compensation, monetary or otherwise, by the GC.

9.7 FAILURE OF PAYMENT

Revise paragraph 9.7 to read as follows

.....certified by the Architect or awarded by binding dispute resolution, the Contractor may, upon thirty-one additional days' written notice to the Owner and Architect and the Owner's failure to cure such default within said thirty-one day period, stop the Work.....

Supplementary Conditions to the General Conditions

9.8 SUBSTANTIAL COMPLETION

Add the following sentence to 9.8.5:

The payment shall be sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Architect and Project Manager shall determine for all incomplete work and unsettled claims. Retainage withheld after substantial completion shall be three (3) times the estimated cost of the incomplete work.

Add the following subparagraph to Article 9.8:

- 9.8.6 Upon substantial completion of the project, or portion of the project, the GC shall submit a punch list to the Owner, and the GC shall promptly begin work to correct all items on the list. The Owner, Architect, engineers, and other consultants will generate punch lists and deliver them to the GC. Work on all punch lists must be completed within sixty (60) calendar days of receipt. Punch list items that directly affect use of the space by the Owner shall be completed within ten (10) calendar days of receipt. The GC will certify in writing to the Owner that all punch list items are completed; this is a condition of release of final payment. The Owner will refer warranty issues to the GC, and the GC shall promptly correct the deficiency. The GC shall deliver to the Owner periodic status reports of incomplete punch list and warranty items. GC shall deliver repair tickets to Owner for all equipment warranty or punch list repairs. Warranty issues that are determined by the Owner to be an emergency will be corrected immediately.
- 9.8.7 All work specified in the RFP shall be substantially complete by August 7, 2026.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following sentence to paragraph 9.10.1

If the Architect does not find the Work acceptable or completed, the Architect shall notify the Contractor in writing of the particulars in which the inspections reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete the Work or remedy such deficiencies in accordance with the Contract Documents.

Add the following subparagraphs to Article 9.10:

- 9.10.6 Upon completion of Work (prior to final payment) Contractor shall submit the following:
 - 1. Affidavit of Prevailing Wage signed and notarized
 - 2. Consent of Surety to Final Payment
 - 3. Final Lien Waver signed and notarized
 - 4. All warranties, O & M Manuals, As-Built Drawings, Guarantees, Instructional Meetings, and fulfillment of all other commissioning requirements.
 - 5. Certified payroll if any work performed is included in final billing, i.e. from punch list or change orders.
 - Written confirmation from all permitting authorities that all permits have been closed. Contractor is to deliver to Owner, the Certificates of Occupancy for all governing jurisdictions.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following subparagraphs to Article 10.2:

- 10.2.8.1 The contractor shall be responsible for all loss or damage to the work, project, the site and improvements thereon and the work of other contractors caused by his/her operation during the performance of the contract.
- 10.2.9 Public safety is of the utmost priority to the Owner. Any individual and/or contractor exhibiting a disregard for public safety will be immediately and permanently dismissed from the property. GC

must implement and maintain a safety program for the project. No lifting, hoisting, or working above occupied spaces is allowed.

- 10.2.10 The GC shall allow no lifting, hoisting, or working over occupied spaces or buildings.
- 10.2.11 Any contractor and subcontractor hired to perform work on a District construction project must provide a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program for their on-site employees within 60 days of beginning work on project. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded \$2,500.00 (two thousand five hundred dollars) plus \$100.00 (one hundred dollars) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- 10.2.12 The GC shall avoid exposure to vandalism by insuring that the site and building are completely secured when not supervised. The GC shall post a guard to protect any vulnerable condition that would be otherwise unsupervised (e.g. uncured concrete sidewalk).
- 10.2.13 The contractor will implement reasonable precautions to assure a safe work site that is compliant with all state and federal safety regulations, especially the occupational Safety and Health Act requirements (OSHA, 29 CFR 1910 or 1926) and other. The contractor will provide appropriate personnel protective equipment to required site visitors when within the construction limits of the job site.
- 10.2.14 Contractor will follow trench safety for any trench safety excavation having depth in excess of five feet and must follow the Excavation Safety Standards established by the Occupational Safety and Health Administration, 29.C.F.R s. 1926.650 Subpart P. Any bidder in signature of bid assures the Owner that any such excavation performed will be in compliance. All costs incurred shall be included within the bid.
- 10.2.15 The contractor or his/her designee will be responsible to assure that material handling, barricades restricting construction zones, toxic substances etc. are clearly marked and designated to protect workers of the Contractor or building occupants. The presence of warning signs may not always provide sufficient protection.
- 10.2.16 The contractor shall fully comply with Chapter 422, F.S. involving toxic materials and accompanying Material Safety Data Sheets (MSDS).
- 10.2.17 A set of stamped and approved plans by the local Fire Department jurisdiction and Building permitting jurisdiction shall be on each construction site and available for inspection.
- 10.2.18 Traffic regulations are enforced by local Police District jurisdiction.
- 10.2.19 Emergency notifications, including fires and medical emergencies, should be communicated directly to the local jurisdiction with additional notification to the Owner.
- 10.2.20 The guidelines herein are representative, and not all inclusive. All contractors, subcontractors, and sub-sub contractors and their employees performing work for the School District must comply with State and Federal regulations.
- 10.2.21 Contractor shall erect and maintain temporary partitions, dust enclosures, protective coverings, etc., as required to protect existing facilities during all stages of work.
- 10.2.22 The successful Contractor shall be responsible for the safety of the public and the students, faculty, administrators, and staff of the School District, in regard to the operations performed under this Contract.

10.2.8 DAMAGE TO PERSON OR PROPERTY

Add the following subparagraph to Article 10.2:

10.2.8.1 Any damage to existing buildings, roads, plantings, underground utilities, or other construction adjacent to the site shall be repaired or replaced at the discretion of the Owner. This shall be done in accordance with approved standards of the District at the Contractor's expense.

10.3 HAZERDOUS MATERIALS

Strike the following from portion of second last sentence in paragraph 10.3.2

.....upon written agreement of the Owner and Contractor.

Add the following subparagraph to Article 10.3:

- 10.3.7 School District is obligated to notify all contractors working in this school that asbestos containing materials (ACMs) may be present. The school has an Asbestos Management plan, and the Contractor shall acquire and review this document to determine the location and type of ACMs in the building. Should the Contractor be unable to locate this document, they are to promptly notify the Owner. If the Contractor determines that ACMs are present, they are to promptly notify the Owner. The Owner will engage an abatement company to provide testing and necessary removal of the materials.
- 10.3.8 Storage materials and equipment on site must be in accordance with all federal, state, county, and city codes, ordinances, rules and regulations.
- 10.3.9 Storage materials and equipment on site must be in accordance with all federal, state, county, and city codes, ordinances, rules and regulations.
- 10.3.10 The presences of asbestos containing materials are likely in the existing building. The Owner shall pay for all asbestos abatement required. The contractor shall promptly notify the Owner if asbestos containing materials are encountered.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTORS LIABILITY INSURANCE

Add the following to paragraph 11.1.2

The Contractor shall furnish Owner with standard certificates of insurance as evidence of all such insurance. Certificates shall be submitted prior to the commencement of the Work and prior to all renewal periods during the term of the Work and at final payment and each renewal period thereafter as is necessary to confirm completed operations coverage for all periods required herein.

Certificate of Insurance shall show the School District as Certificate Holder. Facility Solutions Group, the Engineer, and the School District shall be shown as additional insured.

Certificates of insurance shall be on ACORD Form 25-S, supplemented by AIA Document G715.

Contractor shall carry the following minimum coverage amounts

CONTRACTOR'S LIABILITY INSURANCE

Workers' Compensation

• Statutory

Commercial General Liability

- \$2,000,000.00 Each occurrence
- \$2,000,000.00 General Aggregate (per Project)
- \$1,000,000.00 Personal and advertising injury
- \$2,000,000.00 Products completed operations aggregate
- \$1,000,000.00 Errors and Omissions
- Contractual liability insurance shall include coverage sufficient to meet obligations stipulated under section 3.18 AIA Document A201, 2017 edition.

Products and completed operations insurance shall be maintained for a minimum period of at least 90 days following Substantial Completion or final payment, whichever is earlier.

Automobile Liability

• \$1,000,000.00 Each occurrence

Umbrella or excess liability Limit

\$1,000,000.00
\$10,000.00
Over primary insurance
Retention for self-insured hazards

Fire damage limit

• \$500,000.00 On any one fire

Medical expense limit • \$5,000.00

On any one person

OWNER'S LIABILITY INSURANCE

Per Section 11.2 of AIA Document 201, 2017 edition, Owner will maintain its usual liability insurance.

PROPERTY INSURANCE

Owner will provide builder's risk coverage with special cases loss (including coverage for all material and equipment to be incorporated or used in the Project when stored off-site or in transit.

Replacement Cost basis.

Monetary limits of insurance

Replacement Cost basis

Named perils

- Earthquake
- Flood

Owner's property insurance

• \$1,000.00 deductible per occurrence

Boiler and Machinery insurance

Legal Requirements

Owner will provide loss of use insurance

BONDS

Performance Bond

• 100% of Contract Sum

Payment Bond

- 100% of Contract Sum
- a. The Contractor shall furnish Bonds covering the faithful performance of the Contractor and payment obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the contract. If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.
- b. The Contractor shall deliver the required Bonds to the Owner not later than three days following the date the Agreement is entered into.
- c. The Bonds shall be dated on or after the date of the Contract.
- d. The Contractor shall require the attorney-in-fact who executed the required Bonds on behalf of the surety, to affix thereto a certified and current copy of the Power of Attorney to each of the Bonds.

e. The Contractor's bonds shall include provisions that will guarantee the faithful performance of the prevailing wage clause provided in the contract.

Revise paragraph 11.3.6 to read:

Upon written request of the Contractor, The Owner shall file with the Contractor a copy of each policy.....

11.3.7 WAIVERS OF SUBROGATION

Add the following subparagraph to article 11.3.7

11.3.11 The Owner and the Contractor and all parties claiming under them, including any and all project participants, hereby mutually release and discharge the other from all claims and liabilities arising from or caused by any hazard covered by an insurance provided in AIA Document G612 Part B (Exhibit7) regardless of the cause of the damage or loss. This release shall only apply to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the rights of the insured to recover under such policies, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. Owner and the Contractor shall require similar waivers from any and all project participants. If the policies on insurance referred to above require an endorsement to provide for continued coverage were there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.3 ACCEPTANCE OF NONCONFORMING WORK

Add the following sentence to paragraph 12.3

If the Owner's acceptance occurs after final payment, Contractor shall pay Owner the amount in excess of the Contract Sum after such adjustment is made.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Add the following subparagraphs to Article 13.1:

- 13.1.2 The nondiscrimination clause contained in Section 202, Executive order 11246, as amended by Executive order 11375, relative to Equal Employment Opportunity for al persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38USC4212, Section 503-Rehabilitation Act of 1973 Title I of the Americans with Disabilities Act of 1990 42USC12101, Age Discrimination Act of 1975 and the School District's policy relative
- 13.1.3 The Contractor will certify that all goods and/or services were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

13.5 TEST AND INSPECTIONS

Add the following subparagraphs to Article 13.5:

13.5.7 The GC shall conduct tests of all existing and new fire alarm systems, as well as all other existing and new emergency systems (including intercom and emergency/exit lighting, which shall be tested during a full electrical service shut-down), with all permitting authorities and with the Owner in order to verify proper operation prior to substantial completion and occupancy. Prior to any inspection by permitting authorities, a "pre-test" must be performed and all deficiencies shall be repaired immediately by the GC (the Owner will reimburse the GC for the repair costs associated with the

existing building emergency systems, provided that the GC has obtained prior written authorization from the Owner). Qualified service personnel for the fire alarm and for all associated systems (including, but not limited to, fire sprinklers, mechanical equipment, fire shutters/doors shall be present at both the "pre-test" and any inspection by permitting authorities. These individuals shall facilitate testing of all systems and shall make repairs and adjustments as required. The GC shall arrange and direct the "pre-test" and the inspection by permitting authorities; a report of the inspections shall be promptly given to the Owner. The GC shall notify the Owner, School District Facilities Services, and the School Principal at least 48 hours in advance of the "pre-test" and any inspection by permitting authorities.

- 13.5.8 Contractor shall arrange for and obtain all inspections as required as a part of permits, as issued by the regulatory agencies who exercise jurisdiction over the Project. Contractor shall pay for all independent testing as required by specifications.
- 13.5.9 The Owner will pay for material testing performed by Owner selected Testing Agency. Contractor is responsible to provide 24-hour notice to Testing Agency and make certain testing is performed as required. It is the responsibility of the Contractor to schedule, coordinate, and comply with any required inspections by Federal, State, County and/or City Agencies.

ARTICLE 14 – TERMINATION OR SUSPENSION OF CONTRACT

Revise paragraph 14.1.1 to read

.....if work is stopped for a period of **SIXTY (60)** consecutive days through no act or fault of the contractor......

ARTICLE 15 – CLAIMS AND DISPUTES

15.2 INITIAL DECISION

Revise paragraph 15.2.5 final sentence to read as follows:

.....The initial decision shall be final and binding on the parties but subject to dispute resolution.

Revise paragraph 15.2.6 to read as follows:

......Either party may file a request for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1 but no mediation shall occur unless both parties agree at the time to submit to mediation.

15.3 MEDIATION

Delete paragraphs 15.3.1, 15.3.2, & 15.3.3 in their entirety.

15.4 ARBITRATION

Add the following subparagraphs to Article 15.4:

15.4.3.1 Claims, disputes, or other matters in question between the parties to this Agreement arising out of, and relating to, this Agreement or breach thereof, shall be subject to, and decided by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, currently in effect, unless the parties mutually agree otherwise. Demand for arbitration shall be filed, in writing, with the other parties to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall demand for arbitration be made after the date when institution of legal or equitable proceedings, based on such claim, dispute or other matters in question, would be bared by the actual statutes of limitations.

- 15.4.3.2 All arbitration arising out of, or relating to this Agreement shall include, by consolidation, joinder, or in any other matter, all parties having any dispute relating to the Project, whether a direct claim, or a claim of contribution or indemnity, whether be contract or law. The intent and purpose of this provision is to allow all claims of all parties related to this Project to be resolved at one time, in one proceeding. The provisions of this paragraph will be included in all Agreements entered into by Owner, Architect, and Contractor in the contracts for any services or goods related to this Project. The foregoing Agreement to arbitrate and all other agreements to arbitrate shall be specifically enforceable, in accordance with applicable law, in any court having jurisdiction thereof. No arbitrator of the Agreement shall have authority to make any award of punitive damage.
- 15.4.3.3 The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it, in accordance with applicable law, in any court having jurisdiction thereof.

ARTICLE 16 – OTHER TERMS AND CONDITIONS

Add Article 16 and all the following subparagraphs to Article 16:

- 16.1 The prevailing party in any legal or alternative dispute resolution proceeding entered into to enforce the terms or provisions of this Contract shall be entitled to recover its reasonable attorneys' fees and / or legal expenses to the extent the party is successful in such proceeding.
- 16.2 Not less than the prevailing hourly rate of wages specified under Section 290.210-290-340 (Mo. Rev. Stat.) and set out in the Wage Determination (Wage Order #31 for St. Louis County, a copy of which Contractor acknowledges receiving in the Project Manual for this Project) shall be paid to all workers performing Work under this Contract.
- 16.3 The Contractor shall forfeit as provided under section 290.250 (Mo.Rev.Stat.) as a penalty to the District on whose behalf this Contract is made, One Hundred Dollars (\$100.00) for each worker employed, for each calendar day or portion thereof, that such workman is paid less than the stipulated rates for any work done under said Contract by Contractor or any of its Subcontractors. Contractor and all subcontractors shall be required to submit certified weekly payroll sheets with their monthly invoices, showing compliance with Missouri prevailing wage laws, as well as an Affidavit of Compliance with Missouri prevailing wage law at the conclusion of the Project prior to final payment. Accurate records pertaining to wages paid all workers employed on the Project shall be kept within the State of Missouri by Contractor and each subcontractor for a period or of one (1) year following Final Completion.
- 16.4 The Contractor shall furnish both a payment bond which meets all statutory requirements for public works projects (Section 107.170 Mo. Rev. Stat.) and a performance bond in the full amount of the cost of the Work and such performance bond shall meet any and all requirement set forth in the Construction Documents. Contractor's bonds shall include such provisions as will guarantee faithful performance of the prevailing hourly wage clauses under this Contract.
- 16.5 Before Employment of any employee or retention of an independent contractor, subcontractor or supplier who is an individual for work on this project, the Contractor shall conduct criminal background checks through the FBI, the St. Louis County Police Department (or the previous county of out of county residents) and all appropriate state agencies and any other background checks as may be standard for entities providing services to public schools, including without limitation, a thorough review of the lists of the registered sex offenders as provided by the St. Louis County Police Department, and any such individual who does not pass such background check as determined by the Owner in its sole discretion shall not be permitted to enter the premises where the Project is located or any other school district property or to work on the Project. In addition the Contractor shall update its background check on a monthly basis to confirm its continued compliance with this requirement. Contractor shall include all of these requirements in its contract with its subcontractors and suppliers.
- 16.6 This is a tax-exempt project and Owner will provide Contractor a Missouri State Tax Exemption Certificate. Contractor shall make all material purchases for this particular project with the Tax Exemption Certificate and therefor will not incur Missouri State Sales Tax. The Owner will not reimburse the Contractor for sales tax under any circumstance.
- 16.7 It is the policy of the Owner that weapons (concealed or otherwise), smoking, alcohol, drugs, profanity, amplified sounds and inappropriate behaviors (as defined by the Owner) are not allowed on any of its job sites. The Contractor shall comply and shall cause all of its Subcontractor to

comply with this policy. Violation of this policy may result in immediate dismissal of the individual and/or the contractor committing the violation. In addition, the safety of the public as well as Owner's students, faculty, administrators and staff is of utmost priority. Any individual and/or contractor acting with disregard for such safety will be immediately dismissed from the job site.

- 16.8 Contractor shall affirm that it is enrolled in a federal work authorization program, shall comply with the Owner's EVerify requirements and provide such affidavits, agreements, certifications and evidence as shall be necessary to document such compliance and as attached hereto as Exhibit A.
- 16.9 Contractor shall comply with RS Mo. 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or similar program approved by the Missouri Department of Labor and Industrial Relations which is a least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project. Contractor shall forfeit as a penalty to Owner, \$2,500 plus \$100 for each employee employee by Contractor or its subcontractors for each calendar day or portion thereof that any such employee is employed without the required training.
- 16.10 Contractor shall comply with RS Mo. 161.371 and shall establish and implement a random drug and alcohol testing program which shall be administered by a laboratory fully certified by the U.S. Department of Health and Human Services or similar agency approved by the State of Missouri. Such program will require notification to the employer and employee of the results of any positive drug or alcohol test, the Contractor shall immediately take appropriate action with respect to such employee in order to protect the safety of the students, and the Owner shall be notified of the action taken to protect the safety of the students as a result of such positive test result. All costs of the program of screening and testing workers for alcohol and controlled substances, as well as all costs for administration of such drug and alcohol testing program shall be paid by Contractor and not Owner.
- 16.11 Contractor shall comply with RS Mo. 290.560 with respect to the workers and laborers performing work on the Project, and only Missouri laborers or laborers from non-restrictive states shall participate in the Project as the state is currently in a period of excessive unemployment. Contractor and all subcontractors and suppliers shall comply with the provisions of the "Missouri Domestic Products Procurement Act."
- 16.12 Every transient employer as defined in RS Mo. 285.230 must post in a prominent and easily accessible place at the work site a clearly legible copy of the following (1) 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 be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statue.
- 16.13 Sexual Harassment Policy: The owner is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All Contractor and Subcontractor employees, including supervisors and other management personnel, are expected and required to abide by this policy. Sexual harassment is behavior of a sexual nature that is unwelcome and offensive to the person or persons it is targeted toward. Examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures. Use of the employer's computer system for the purpose of viewing, displaying, or disseminating material that is sexual in nature may also constitute harassing behavior.
- 16.14 Contractor shall not discriminate against nor intimidate any employee, applicant for employment, independent contractor, or any other person for the manufacture of supplies, performance of work, or any other activity because of race, color, religious creed, ancestry, handicap, national origin, age, or sex.
- 16.15 Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

16.16 Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of the Agreement or with any such laws, the Agreement may be terminated or suspended, in whole or in part, and all money due or to become due under the Agreement may be forfeited.

Part 2 - Products

(not applicable)

Part 3 – Execution

(not applicable)

END OF SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

SUPPLEMENT TO INSTRUCTIONS TO BIDDERS

The Instructions to Bidders of this contract is the American Institute of Architects' Documents A701, Instructions to Bidders 1997, pages 1 thru 6, herein referenced to as the "Instructions to Bidders", whether bound within or not.

The following supplements modify, change, delete or add to parts of the Instructions to Bidders. Where parts are changed, deleted from or added by the following Articles, the unaffected parts of that provision shall remain in effect.

ARTICLE 2 – BIDDERS REPRESENTATIONS

Add the following subparagraph to Article 2:

2.1.5 Contractors will not be given extra payment for conditions which can be determined by examining the site prior to bidding.

ARTICLE 3 – BIDDING DOCUMENTS

3.1. COPIES:

Add the following subparagraphs to Article 3.1:

3.1.5 AVAILABILITY OF BIDDING DOCUMENTS

a. Bidding Documents must be obtained from:

https://www.ssdmo.org/departments/purchasing/request-for-proposals-rfps

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

Revise paragraph 3.2.2 to read as follows:

Should a Bidder find discrepancies in, or omission from, drawings or other documents, or should he be in doubt as to their meaning, he/she shall immediately notify in writing:

Facility Solutions Group 901 Horan Drive, Suite 200 Fenton, MO 63026 Attn: Mr. Brett Beelman bbeelman@FSG-STL.com

who will send written instructions to all Bidders. All written requests must be received no later than three (3) days prior to the published bid due date. Owner will not be responsible for any oral instructions or any other explanation or interpretation of Documents.

3.4 ADDENDA:

Revise paragraph 3.4.4 to read as follows:

Necessary changes or corrections in plans or specifications during time of bidding will be issued in writing or as drawings in form of Addenda to all Bidders. Receipt of all such Addenda shall be acknowledged in Bid Form. Failure of any Bidder to receive any Addendum or interpretation shall not relieve Bidder from any obligation under his/her Bid as submitted. All Addenda issued will become part of Contract Documents.

ARTICLE 4 – BIDDING PROCEDURES

4.1 PREPERATION OF BIDS:

Revise paragraph 4.1.1 to read as follows:

Bids shall be submitted in Duplicate on standard forms provided in specifications.

4.2 BID SECURITY:

Replace in its entirety with the following:

- 4.2.1 Each Bid must be accompanied by a bond duly executed by Bidder as principal and having as surety thereon a surety company approved by Owner, in the amount of 5% of total Base Bid payable to Special School District. The Bid security pledges that the bidder will enter into a contract with the Owner and the payment of all obligations arising thereunder.
- 4.2.2 Bid security shall be forfeited to Owner, if successful Bidder fails or refuses to execute and deliver Contract, and bonds required, within five (5) days after he has received notice of acceptance of his/her Bid.
- 4.2.3 Bid bonds shall be written in the form of AIA Document A310 Bid Bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. Any surety company which proposes to execute a bond as required by Contract shall furnish, at its own cost, a certified copy of its Certificate of Authority to transact business in the State of Missouri, such Certificate to remain on file with District. No surety bond will be approved by District until such Certificate is furnished. However, if there be already on file with County Clerk such Certificate of the surety company, then an additional Certificate will not be required during the period of time for which Certificate is issued.
- 4.2.4 Owner will have the right to retain the bid security of bidders until:
 - a. The contract has been executed
 - b. The specified time has elapsed so the bids may be withdrawn
 - c. Or until all bids have been rejected.

4.3 SUBMISSION OF BIDS:

Replace in its entirety with the following:

- 4.3.1 Owner invites bids on the appropriate form attached hereto, all blanks of which must be filled. Bids will be received at Special School District District Offices (12110 Clayton Road, Town and Country, MO 63131) no later than time and date indicated in "Invitation to Bid", at which time they will be publicly opened and read aloud. Any Bid received after above-stated closing time will not be accepted and will be returned unopened.
- 4.3.2 Each bid must be submitted in a sealed opaque envelope, addressed to:

Special School District Purchasing Department 12110 Clayton Road Town and Country, MO 63131

Bid envelope shall be marked in upper left-hand corner with name of firm submitting Bid; and, in lower left-hand corner, envelope shall be marked "SEALED BID FOR SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY – SOUTH TECHNICAL HIGH SCHOOL – MAIN ELECTRICAL SWITCH GEAR REPLACEMENT, DISTRICT BID NO. SSD-119-25".

- 4.3.3 Oral, telegraphic, telephonic bids or modifications thereof will not be permitted.
- 4.3.4 Any Bid in other than the required form will be considered informal and may be rejected. Bids shall be signed in ink. Prices must be expressed in words and figures. Any Bid which fails to name a price in both figures and writing may be deemed informal and rejected. In case of any discrepancy between the price written in the Bid and that given in figures, the lower price will be considered as the Bid.

- 4.3.5 Erasures or other changes in a Bid must be explained or noted over signature of Bidder. Bids containing any conditions, omissions, unexplained erasures, or alterations, or irregularities of any kind may be rejected as incomplete.
- 4.3.6 Upon request of Owner, the Mechanical Contractor shall within 24 hours of bid opening, submit to Owner a list of all Subcontractors and Mechanical Contractor's project manager and job site superintendant scheduled to perform work on the Project.
- 4.3.7 Owner reserves the right to reject any and all bids and to waive any or all informalities or defects in any bids.
- 4.3.8 The Owner is not subject to sales tax on materials and supplies ordered for and paid for in connection with the Work. The bidder in preparing the bid shall not include normally applicable sales taxes on materials and supplies.
- 4.3.9 The bidder shall take into account in preparing the bid Wage Rate Determination received from the State of Missouri Division of Labor Standards which is applicable to this Project and to which the successful Contractor must comply under the terms of Section 290.210 to 290.340 and which affects Sections 290.550 to 290.580.
- 4.3.10 The various bidders will state in the space provided on Bid Form a lump sum bid for all work necessary in completion of the above project, alternate bid prices, and unit prices.

4.4 MODIFICATION OR WITHDRAWAL OF BID:

Add the following subparagraphs to Article 4.4:

- 4.4.5 All bids received with proper requests for withdrawal will be returned unopened to Bidder prior to bid deadline.
- 4.4.6 Bids submitted pursuant to Invitation to Bid shall be valid for a total period of sixty (60) consecutive calendar days from time and date of opening of bids pursuant to Invitation to Bid. Under no circumstances will a Bidder be permitted to withdraw his/her Bid after said Bid is received and opened pursuant to Invitation to Bid and these Bid Documents.

ARTICLE 5 – CONSIDERATION OF BID

5.2 REJECTION OF BIDS:

Add the following subparagraph to Article 5.2:

- 5.2.2 The Owner reserves the right to disqualify bids, before and after opening upon evidence of collusion with the intent to defraud of other legal practices upon the part of the Bidder.
- 5.2.3 The Owner reserves the right to reject any or all bids without compensation to Bidders, and to waive any or all informalities or defects in any bids.
- 5.2.4 Bids that show any omissions, alterations of form, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or which are not responsive to requirements of Contract Documents may be rejected. Any comment in a Bid limiting or qualifying the reserved right of District to make awards that will be to the best interest of District shall constitute an irregular Bid, which may be rejected

5.3 ACCEPTANCE OF BID (AWARD):

Add the following subparagraph to Article 5.3:

- 5.3.3 All bids shall be in effect for a minimum of sixty (60) days.
- 5.3.4 Award of Contract shall be made to the responsible and qualified Bidder capable of performing class of work covered by Bid. Determination of a Bidder's responsibility and qualifications shall be made by Purchasing Agent and shall be based upon, but not limited to, a Bidder's: (a) financial resources, (b) experience, (c) organization, (d) technical qualifications, (e) skills, (f) equipment and facilities, and (g)

ability to comply with the performance schedule, necessary to determine responsibility and qualifications of a Bidder to perform class of work covered by Bid.

- 5.3.5 Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities apply to Contract throughout, and will be deemed to be included in Contract the same as though herein written out in full.
- 5.3.6 At time of opening of bids, each Bidder will be presumed to have inspected Site and to have read and be thoroughly familiar with Contract Documents (including all Addenda). 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 to his/her Bid.
- 5.3.7 Owner specifically reserves the right to reject any bid if evidence submitted by or investigations of, such Bidder fails to satisfy Owner that such Bidder is responsible and qualified to carry out obligations of Contract and to complete class of Work contemplated therein.
- 5.3.8 Bidder is specifically advised that all Contractors, including any person, firm, or other party to whom it is proposed to award a Sub-contract under this Contract, must comply with Nondiscrimination in Employment requirements set forth in Article 15 of General Conditions of Contract for Construction.
- 5.3.9 All bidders or offerors on district contracts for services in excess of \$5,000.00 must provide the District with documentation and a sworn affidavit, with respect to employees working in connection with the contracted services, affirming enrollment in a Federal Work Authorization PROGRAM ("FWAP"). The affidavit shall also provide that the bidder or offeror does not knowingly employ any person in connection with the contracted services who is an unauthorized alien. Such affidavits must be provided with a bid or response to a request for proposal. Subcontractors must provide similar affidavits to its general contractors when the general contractor hires the subcontractor. A contractor or subcontractor is not required to perform an electronic verification check on employees hired before January 1, 2009.
- 5.3.10 Owner will enter into a lump sum Contract for the entire project with the successful Bidder, which shall include all subcontract work.
- 5.3.11 Subject to provisions of Paragraph 5 of Instructions to Bidders, Contract shall be awarded by District to lowest responsive, responsible, and qualified Bidder within sixty (60) consecutive calendar days after date and time of opening bids as provided for in Invitation to Bid.

The bid will be determined by the amount of combined Total Base Bid, as adjusted by accepted alternates. Responsibility and qualifications of a Bidder will be determined by District in accordance with Paragraph 5 of Instructions to Bidders. The successful Bidder will be notified by letter, mailed to address shown on Bid Form, that their Bid has been accepted.

- 5.3.12 The successful Bidder shall be required to execute a Contract with Owner within five (5) calendar days after receipt of Notice to Proceed by Owner.
- 5.3.13 The Contract shall not be considered binding upon District until an award has been entered on record, and until successful Bidder has executed it and filed a satisfactory Performance and Payment Bond, and until Contract has been signed by representative of School District.
- 5.3.14 All Subcontractors shall be subject to terms and conditions of General Contract.

ARTICLE 6 – POST BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT:

Add the following subparagraph to Article 6.1:

6.1.2 Each Bidder shall complete and attach to his/her Bid Proposal an executed copy of the Contractor's Qualification Form AIA A305. All blank spaces shall be completed with the information requested, and form must be notarized. In addition to information required by Qualification Forms, District may request and Bidder shall furnish such additional information as is necessary for District to determine responsibility and qualifications of a Bidder. Failure to submit form with the Contractor's bid proposal may be cause for rejection of Contractor's bid.

- 6.1.3 Contractor shall submit with the Bid Proposal an executed copy of the Federal Work Authorization Program ("E-Verify") Addendum and Federal Work Authorization Program.
- 6.1.4 This Project is a Prevailing Wage Project and as such must comply with prevailing wage requirements of section 3.4.8 of the Supplementary General Conditions.

ARTICLE 7 – PERFORMANCE AND PAYMENT BOND

7.1 BOND REQUIREMENTS:

Replace Section 8.1 Bond Requirements in its entirety with the following:

- 7.1 Simultaneously with delivery of executed Contract, Contractor shall furnish Performance and Payment Bonds in amount equal to 100% of total Contract sum, as security for both faithful performance of THIS Contract and also a Labor and Material Bond in an amount not less than 100% of the Contract Sum for payment of all persons performing or furnishing labor, materials, or supplies on the project under this Contract as specified in Contract Documents. Surety on the bond shall be a duly authorized surety company approved by District. (see section 11 Supplementary General Conditions to the General Conditions for additional Bond requirements)
- 7.2 Cost of Performance and Payment Bonds shall be paid for by the successful Bidder.
- 7.3 The Performance Bond and Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law.
- 7.4 Surety shall be a company with a minimum A- Best rating licensed to do business in the State of Missouri and shall be acceptable to the Owner.

7.2 TIME OF DELIVERY AND FORM OF BONDS:

Add the following subparagraph to Article 7.2:

7.2.5 As set forth in 107.170 RSMo, the Bidder shall deliver with the Bonds a letter which certifies that the "Bonding company is solvent and that the representations made in the purported bond are true and correct."

ARTICLE 8 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Add the following subparagraphs to Article 8:

- 8.1 The accepted bidder shall sign the formal Contract Agreement prepared by Owner within five (5) days and return to Owner within three (3) days prior to the date of the agreement.
- 8.2 Bidder must inform himself/herself of conditions relating to construction of project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his/her obligation to furnish all labor and materials necessary to carry out provisions of Contract. Insofar as possible, Contractor, in carrying out his/her Work, must employ such methods or means as will not cause any interruption of, or interference with, work of any other Contractor.
- 8.3 Bidder shall accept site as it exists at time of invitation to bid and will provide and maintain, during work required for this project, adequate protection of public and private property adjacent to site.
- 8.4 TIME OF START AND COMPLETION
 - a. Bidder must agree to commence work on or before the date of the Agreement or other date to be specified by Owner
- 8.5 Contractor shall notify the Construction Project Manager of Special School District of a minimum of 24 hours prior to commencement of work. The contact person is Brett Beelman, Program Manager, or his designee at

Facility Solutions Group 901 Horan Drive

Fenton, Missouri 63026

- 8.6 The Contractor shall notify, coordinate, and cooperate with the School Principal or his/her designee to avoid conflicts with school activities. The contractor shall not impact that the construction activities may have upon school activities. The Contractor shall understand that school will proceed during construction. Long range planning will be required so as to establish an accurate schedule that can be followed by the school and Contractor.
- 8.7 The Owner shall maintain occupancy of the existing buildings and the site during construction.

Add the Following Article:

ARTICLE 9 – OWNERS REQUIREMENTS

9.1 SALES TAX ON SCHOOL DISTRICT PROJECTS:

- 9.1 District intends to take advantage of its sales tax exemption status on construction contracts by utilizing procedures outlined in C.C.S.H.C.S.S.C.S.S.B. Nos. 477, 478, 689, 608, and 532 of the Second Regular Session of the 87th General Assembly amending Section 144.062 R.S.Mo. Inasmuch as all Missouri sales and use tax will be exempt, *contractors need not include any sales tax in their bidding of construction contract. Compliance with these tax savings procedures is compulsory and for the benefit of School District.* The Owner will not reimburse the Contractor for sales tax under any circumstance.
- 9.2 District shall furnish the Contractor a "Project Tax Exemption Certificate".
- 9.3 Contractor shall furnish the certificate prescribed in this provision to all subcontractors, and any Contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase on behalf of District all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing Contractor invoices made out to the Contractor. The invoices must also bear the name of District. Nothing in this section shall be deemed to exempt the purchase of any construction machinery, equipment, or tools used in constructing, repairing, or remodeling facilities for District. All invoices for all personal property and materials purchased for this project utilizing District's Project Tax Exemption Certificate shall be retained by the purchasing Contractor for a period of five years and shall be subject to audit by the Missouri Director of Revenue.
- 9.4 Any excess resalable tangible personal property or materials which were repurchased for this project by a Contractor under the project Tax Exemption Certificate but which were not incorporated into or consumed in the construction of this project shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be paid by such Contractor not later than the due date of the Contractor's Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.
- 9.5 No Contractor or material supplier shall, upon audit, be required to pay tax on tangible personal property and materials incorporated into or consumed in the construction of the project, due to the failure of District to revise the certificate expiration date as necessary to complete any work required by the contract. If it is determined that tax is owed on such property and materials due to the failure of District to revise such certificate expiration date, District shall be liable for the tax owed.

9.2 BIDDING ENTITIES:

9.2.1 BIDS OF INDIVIDUALS

A Bid of an individual, including those doing business under a fictitious name, must be signed by the individual, and his/her address shown.

9.2.2 BIDS OF PARTNERSHIPS OR JOINT VENTURES

A Bid by a partnership or joint venture, including individuals doing business under fictitious names or corporations, must be executed by at least one of the partners, followed by title "Partner", or one of the

joint ventures, followed by title "Joint Venture" and business address of partnership or joint venture shown. True legal name and address of each partner and joint venture must also be shown.

9.2.3 BIDS BY CORPORATION

A Bid by a corporation, whether acting alone or as a joint venture, must show address and name of corporation and be signed by person authorized by its Board of Directors to bind the corporation, with his/her title shown.

9.2.4 FICTITIOUS NAMES

A Bidder doing business under a fictitious name shall have on file with School District before Award, a certified copy of his/her Registration of Fictitious Names issued by Secretary of State, State of Missouri.

9.2.5 FOREIGN CORPORATIONS

Each Bidder, which is a corporation, organized in a state other than Missouri shall attach to its Bid a certified copy of a valid certificate of authority and license to do business in Missouri issued by Secretary of State, State of Missouri.

END OF SUPPLEMENT TO INSTRUCTIONS TO BIDDERS

EXHIBIT Q – PROJECT INFORMATION:

1: **PROJECT DESCRIPTION**

Special School District (hereafter called the Owner) intends to replace one (1) 2500A electrical switchgear as shown on the drawings at South Technical High School.

All electrical <u>and</u> any related general construction work associated with the Base Bid shall be the responsibility of the electrical contractor.

The equipment for this project will need to be ordered from the manufacturer by the successful bid contractor immediately upon award of the contract in order to complete the work in accordance with the construction schedule identified herein. The equipment delivery date(s) are to be included within the Bid Form for use in evaluating the respective bidders. All cost for all materials and equipment is to be included within the contractors bid.

2: OWNER'S REPRESENTATIVES

PROGRAM MANAGER:

Facility Solutions Group (FSG) has been selected by the Owner to serve as the Program Manager for these projects. The business address for the Program Manager is:

Facility Solutions Group 901 Horan Drive, Suite 200 Fenton, Missouri 63026.

The contact person at FSG is Brett Beelman at (314) 365-4346 (cell). Contract documents are available by accessing the SSD website under the Purchasing Department – Request for Proposals.

Questions concerning this project shall be received in <u>writing only</u>. No questions shall be submitted to the Owner. All questions shall be directed to Facility Solutions Group (Brett Beelman) at <u>bbeelman@fsg-stl.com</u>.

3: ALLOWANCES

Contractor shall include in their bid a **\$25,000 general contingency allowance**. Allowance shall be used at the discretion and approval of the Program Manager for unforeseen conditions. Any unused allowance shall be returned to the owner upon completion of the project.

4: BIDDING AND CONSTRUCTION SCHEDULE

May 20, 2025	Out to Bid
May 22, 2025	Mandatory Pre-Bid meeting @ 2:00 PM
June 3, 2025	Bids due at 2:00 PM
June 6, 2025	Recommendation of Selected Contractor to Owner
June 24, 2025	School Board Approval
June 25, 2025	Notice to Proceed
June 25, 2025	Work Commencement
August 7, 2026	Complete Construction
August 21, 2026	Project Closeout Complete

5: BUILDING SHUTDOWN LIMITATIONS

The above construction schedule shows start of construction on June 25, 2025 (immediate submittals and order equipment) and a substantial completion date of August 7, 2026. As this switchgear provides power to the entire building, coordination must be done for system shutdown. This building has school services year-round, so replacement of equipment will need to be planned to be completed over a weekend or holiday and shall be included in bid accordingly.

6: HAZARDOUS MATERIALS ABATEMENT

Should the contractor encounter any suspicious materials that may appear to be hazardous, they shall stop immediately and contact the Program Manager. The Owner will then contact their abatement provider for analysis of the material and subsequent removal under separate contract by the Owner if it is identified as hazardous materials.

7: REQUIRED PROPOSAL SUBMISSIONS

Include all the following Bid Proposal items for review:

- 1) Contract Exhibits (completed and signed)
 - a. Exhibit D: Minority Business Enterprise and Women Business Enterprise Program (MBE/WBE/DBE/SDVE) Subcontractor Utilization and Solicitation Form
 - b. Exhibit E: Insurance Requirements
 - c. Exhibit F: Proposer Signature Section
 - d. Exhibit G: No Conflict of Interest
 - e. Exhibit H: References and Experience

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- f. Exhibit I: Terminated Contracts
- g. Exhibit J: Bid Form
- h. Exhibit K: FWAP Affidavit of Compliance and Verification
- 2) Bid Bond (5% of total base bid amount.)
- 3) Listing of all proposed Sub-Contractors
- 4) Listing of Bidders Project Team and their Qualifications

All of the above information will be reviewed and evaluated during the bid evaluation process by the Owner and the Program Manager.

END OF PROJECT INFORMATION

EXHIBIT R – ELECTRICAL UPGRADE SPECIFICATIONS:

1: SUMMARY OF WORK

- A) The Electrical Contractor is responsible for all work required for:
 - 1. Purchase and install a new 2500-amp switchboard.
 - 2. Conduit and wiring relocations to rearrange existing electrical loads.
 - 3. Installation of grounding system as per drawings.
 - 4. Demolition of existing equipment to be replaced.
 - 5. Some General Construction work as required.
- B) Coordinating with the electrical service provider, Ameren, for scheduling the required power outage and switchover to the new switchboard.
- C) This work shall include but is not limited to:
 - 1. All licenses, insurance and permits.
 - 2. All labor and materials necessary to install a complete system.
 - 3. Submitting of contract documents with all required local authorities and departments.
 - 4. Disconnecting and removing all existing system components not to be reused with new system.
 - 5. Seismic anchoring, bracing and reinforcement of equipment and conduit.
 - 6. Operation, service and maintenance literature for any new equipment.
 - 7. First year parts and labor warranty on the entire system upgrades.
- D) The scope of work is identified on the drawings.

2: CONTRACTOR USE OF PREMISES

- A) The facility is a school building located at South Technical High School, 12721 W Watson Rd, St. Louis, MO 63127.
- B) Use of the Site: The Contractor will be required to maintain safe emergency, automobile, and pedestrian traffic through, and about, the site at all times, for the duration of the Contract. The Contractor must comply with all requirements of the municipality of the jobsite, as well as any other applicable federal, state, county, and/or city laws, codes, regulations, and/or ordinances.
- C) Driveways and Entrances: Keep driveways and entrances on the premises clear and available to the Owner, the Owner's employees, affected property owners, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D) Temporary Utilities: The Contractor shall provide a generator with fuel for temporary power for their own work as required through the entire duration when existing services are disrupted due to construction.

3: DEMOLITION

- A) All items that are no longer functional by virtue of the electrical system upgrade project are to be removed in their entirety. This includes, but is not limited to the original switchboard, power wiring, conduits, etc. Items that have been removed shall be hauled away from the site for proper disposal by the Contractor.
- B) Take care to not damage existing to remain feeders when removing switchgear.

4: CONSTRUCTION REQUIREMENTS

- A) The Contractor shall be responsible for all aspects of local code authority approval and installation of a completely functional system. The complete installation must be in accordance with all local, state, national and international codes as required by St. Louis County. In addition, the following standards and regulations (or the more recent adopted version) shall apply:
 - 1. 2015 International Building Code
 - 2. 2015 International Energy Code
 - 3. 2014 National Electrical Code
 - 4. NFPA 101 (Life Safety Code)
 - 5. OSHA Standards
 - 6. EPA Requirements
- B) A Review Meeting will be held with the Contractor, Program Manager and the School District to review the final installation schedule and construction sequences prior to beginning the work.

5: SUBMITTALS

- A) Submit the following:
 - 1. Descriptive data and catalog cuts for products and materials call for herein.
 - 2. Operation and Maintenance data.
- B) As-Built Drawings: The Contractor is responsible for providing "As Built" drawings of the systems that have been modified by this project.
 - 1. A 'Red Lined' marked up copy of installation drawings shall show all field modifications and shall be submitted to the Engineer at the conclusion of the construction work.

2. These drawings will become the property of the School District.

6: PRODUCTS

SWITCHBOARDS

A) Switchboard shall be Square D or equal by GE or Eaton.

RACEWAYS, WIRE AND CABLES

- A) Raceways shall include:
 - 1. Electrical metallic tubing (EMT) with compression type fittings.
 - 2. Flexible metal conduit SHALL NOT BE USED.
- B) Wire and cables shall include:
 - 1. 600 V insulation, Type THHN or THWN
 - 2. Solid or stranded conductors for No. 10 AWG and smaller.
 - 3. Stranded conductors for sizes No. 8 AWG and larger.
- C) Installation:
 - 1. Wire shall be installed in conduit.
 - 2. Wire #10 AWG or smaller shall be spliced, tapped or joined in outlet or junction boxes with solderless spring-type connectors. Bakelite insulated wire nuts are not approved.
 - 3. Wire larger than #10 AWG shall be spliced using <u>pre-</u>insulated multi-cable connector blocks, Polaris IPL Series, or approved equal in compliance with manufacturer's recommendations.
 - 4. Conductor cables shall be continuous from origin to panel or equipment termination without splices in intermediate pull or splice boxes or raceway runs except where noted.
 - 5. Color code secondary service, feeder, and branch circuit conductors with factory applied color as follows:

<u>208Y/120 Volts</u>	<u>Phase</u>	<u>480/277V</u>
Black	А	Brown
Red	В	Orange
Blue	С	Yellow
White	Neutral	Gray
Green	Ground	Green

6. Conductors manufactured in only one color shall be marked with colored tape at each termination to identify each conductor as phase, neutral, or ground.

EQUIPMENT IDENTIFICATION LABELS

- A) Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a black background. Minimum letter height shall be 1 inch.
- B) Items to label:
 - 1. Main Distribution Switchboard "SEB-1"
 - 2. All switches and devices on new switchboard "SEB-1"

7: INSTALLATION

GENERAL

- A) The work shall be performed by skilled electricians, all of whom shall be properly trained and qualified for this work.
- B) Comply with NFPA 70 "National Electrical Code" for all components and installation.
- C) Make arrangements with the electric utility companies for disconnecting and reconnecting feeders serving area of work. Service shall be as indicated on the drawings and as specified herein.
- D) Coordinate the shut-off and disconnection of electric services with the owner and utility companies.
- E) Install service-entrance equipment as indicated, in accordance with equipment manufacturer's written instructions, and with recognized industry practices, to ensure that service-entrance equipment fulfills requirements. Comply with applicable installation requirements of NEC and NEMA standards.
- F) Install fused switches in service-entrance equipment.
- G) Tighten electrical connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Standards 486A and B, and the National Electrical Code.
- H) Prior to energization of service-entrance equipment, check accessible connections for compliance to manufacturer's torque tightening specifications.
- Prior to energization of service-entrance equipment, check with ground resistance tester, phase-to-phase and phase-to-ground insulation resistance levels to ensure requirements are fulfilled.
- J) Prior to energization, check circuitry for electrical continuity, and for short-circuits.

K) Subsequent to wire and cable hook-ups, energize circuits and demonstrate proper functioning. Correct malfunctioning units, and retest to demonstrate compliance.

WIRING

- A) System shall be installed with conduits, conductors, outlet boxes, fittings, connectors, and accessories necessary to ensure a complete, operable system in compliance with applicable codes and regulations.
- B) Wire and Cable: Wiring shall be installed in metal conduit in inaccessible locations. Conductors within enclosure shall be carefully cabled and laced. Individual conductors shall be tagged with E-Z code markers indicating circuit number and type. Markers shall be used on conductors at each outlet or pull box at each equipment enclosure.

GROUNDING AND BONDING

- A) Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of National Electrical Code (NEC) requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.
- B) Material: Use only copper wire for both insulated and bare grounding conductors and similar materials.
- C) Comply with NEC Article 250 for types, sizes, and quantities of equipment grounding conductors, except where specific types, larger sizes, or more conductors than required by NEC are indicated.
- D) Electrical Room Grounding Bus: Space 1 inch (25 mm) from wall and support from wall 6 inches (150 mm) above finished floor, except as otherwise indicated.
- E) Metal Water Service Pipe: Provide insulated copper grounding conductors, sized as indicated, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by heavy duty type bolted grounding-clamp connectors. Connection to water service shall be made before the first isolation valve.
- F) Tests: Subject the completed grounding system to a megger test at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Perform tests by the 2-point method according to IEEE 81. Maximum grounding to resistance values shall not exceed 10 ohms.

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G) Restore surface features, including asphalt, at areas disturbed by work related to the installation of outdoor grounding rods and cables. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Restore disturbed paving by matching existing asphalt thickness and base materials.

END OF ELECTRICAL UPGRADE SPECIFICATIONS

EXHIBIT S – DRAWINGS

The following project drawings (11"x17") are attached:

- E0.0 Electrical Notes and Symbols
- E0.1 Electrical Details
- ED1.0 Electrical Demo Plan
- E1.0 Electrical New Work Plan

	LIGHTING FIXTURES: SEE FIXTURE SCHEDULE		AUXILIARY SYSTEMS
0	DOWNLIGHT FIXTURE - TYPE AS NOTED		PHONE LINE, MOUNTED 18" AFF. UNO.
• •	EXIT LIGHT FIXTURE - SEE SCHEDULE FOR MOUNTING		PHONE LINE, MOUNTED ABOVE COUNTER/BACKSPLASH
オ	LIGHT FIXTURE - TYPE AS NOTED		DATA O.B. (# OF OUTLETS INDICATED), MOUNTED 18" AFF. UNO.
	EMERGENCY LIGHT FIXTURE - DENOTED BY SHADING	÷	DATA O.B. (# OF OUTLETS INDICATED), MOUNTED ABOVE COUNTER/BACKSPLASH
	EMERGENCY WALL MOUNTED LIGHT FIXTURE	v	TEL-DATA O.B. (# OF OUTLETS INDICATED), MOUNTED 18" AFF. UNO.
H DH	WALL MOUNTED FIXTURE - TYPE AS NOTED, MOUNTING HEIGHT AS PER PLANS	V	TEL-DATA O.B. (# OF OUTLETS INDICATED), MOUNTED ABOVE COUNTER/BACKSPLASH
-		♦	WIRELESS ACCESS POINT. MOUNTED TO CEILING UNO.
ð	LIGHT POLE - TYPE AS NOTED, NUMBER OF HEADS AS INDICATED	<u> </u>	
'A" Ib	NOTE: FIXTURE NOTATION ATb INDICATES THE FOLLOWING: "A" - TYPE OF FIXTURE - REFER TO SCHEDULE 1 - CIRCUIT TO WHICH FIXTURE IS CONNECTED	<u>κ</u> ω	COAX OUTLET, COORDINATE MOUNTING HEIGHT WITH T.V.
10	b - IDENTIFICATION LETTER OF SWITCH CONTROLLING FIXTURE	NQ	CLOCK OUTLET - MOUNTED 78" AFF. UNO.
	WIRING DEVICES		INTERCOM SPEAKER
\$	SINGLE POLE SWITCH WITH IDENTIFICATION LETTER	РВ	INTERCOM CALL BUTTON
\$	THREE WAY SWITCH WITH IDENTIFICATION LETTER	6	BELL
\$	KEYED SWITCH	AI	AIPHONE DEVICE
\$	SWITCH WITH OCCUPANCY SENSOR	AH	AIPHONE HANDSET
\$	SWITCH WITH DIMMER CONTROLS		ONE-LINE DIAGRAMS
69	CEILING MOUNTED OCCUPANCY SENSOR		TRANSFORMER
<u>0</u>	SINGLE CONVENIENCE RECEPTACLE - MOUNT 18" AFF. UNO.	8	CURRENT TRANSFORMER
<u> </u>	DUPLEX RECEPTACLE - MOUNT 18" AFF. UNO.	1 nin	PANEL (1 OR 2 SECTIONS AS NOTED)
	QUADPLEX RECEPTACLE - MOUNT 18 AFF. UNO.	#AS #AF	FUSIBLE SWITCH: "AS" INDICATES AMP SWITCH, # INDICATES RATING
GFI		#AF	FUSE: "AF" INDICATES AMP FUSE, # INDICATES RATING MOLDED CASE CIRCUIT BREAKER: "AF" INDICATES AMP FRAME, # INDICATES RATING
<u> </u>	GROUND FAULT INTERRUPTER RECEPTACLE - MOUNT 18" AFF. UNO.	#AT	"AT" INDICATES AMP TRIP, # INDICATES RATING
₿ ^{TR}	TAMPER RESISTANT RECEPTACLE - MOUNT 18" AFF. UNO.		UTILITY METER
٥	DUPLEX RECEPTACLE - MOUNT ABOVE COUNTERTOP/BACKSPLASH		TRANSFER SWITCH
•	SPECIAL PURPOSE RECEPTACLE - TYPE AS NOTED		SECURITY SYSTEM
\odot	FLOOR-MOUNTED RECEPTACLE	PS	DOOR HARDWARE POWER SUPPLY
•	CEILING-MOUNTED RECEPTACLE		KEY PAD
0	JUNCTION BOX OR POINT OF CONNECTION - MOUNT 18" A.F.F. OR AT HEIGHT REQUIRED BY RESPECTIVE EQUIPMENT	R	CARD READER
AV 8	COMBINATION FLOOR BOX WITH POWER, DATA/VOICE AND AUDIO/VISUAL CONNECTIONS.		INTERCOM
PC	PHOTO CELL	REQ	REQUEST TO EXIT
_			DOOR CONTACT
С	CONTACTOR COIL - NUMBER OF POLES AS NOTED		DOOR ELECTRIC STRIKE
	CONDUIT - UNDER GROUND OR UNDER FLOOR	35	DOOR POSITION SWITCH
	CONDUIT - CONCEALED IN CEILING OR WALL		
Ū	MOTORS AND EQUIPMENT	<u>↓ </u>	MAGNETIC LOCK
0/20/3	DISCONNECT SWITCH		
VFD	VARIABLE FREQUENCY DRIVE		VIDEO SURVEILLANCE CAMERA; # OF HEADS AS NOTED
<u>o</u>	MOTOR - SEE MECHANICAL EQUIPMENT DATA SCHEDULE	<u> </u>	ABBREVIATIONS
_	BRANCH CIRCUIT PANELBOARD	AC	ABOVE COUNTER
	SWITCHBOARD/DISTRIBUTION PANEL	AFF	ABOVE FINISHED FLOOR
	DRY TYPE TRANSFORMER	ATS	AUTOMATIC TRANSFER SWITCH
D	WET TYPE TRANSFORMER	EC	ELECTRICAL CONTRACTOR
ATS	AUTOMATIC TRANSFER SWITCH	ЕМ	EMERGENCY
	FIRE ALARM SYSTEM	EWC	ELECTRIC WATER COOLER
Ēŧ	VISUAL FLASHER - MOUNT AT 80" AFF. TO BOTTOM OF FLASHER. # INDICATES CANDELA	EWH	ELECTRIC WATER HEATER
	OUTPUT HORN OR SPEAKER - MOUNT AT 80" AFF; V INDICATES COMBINATION AUDIO/VISUAL	EX	EXISTING
E M ^V	DEVICE. # INDICATES CANDELA OUTPUT		FULL LOAD AMPS
1 4	VISUAL ELASHER - CEILING MOUNTED, EINIGH TO MATCH OCH ING	FLA	
¢	VISUAL FLASHER - CEILING MOUNTED. FINISH TO MATCH CEILING HORN OR SPEAKER - CEILING MOUNTED: VINDICATES COMBINATION AUDIO/VISUAL		
ф (М)	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE: # INDICATES CANDELA OUTPUT	FPC	FIRE PROTECTION CONTRACTOR
∲ Ø	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL	FPC GC	GENERAL CONTRACTOR
∲ Ø	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE: # INDICATES CANDELA OUTPUT	FPC	
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE, # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION	FPC GC	GENERAL CONTRACTOR
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE	FPC GC GFI	GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR	FPC GC GFI KEC	GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR	FPC GC GFI KEC MC	GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR FIRE ALARM CONTROL PANEL. PROVIDE WITH (2) DATA DROPS FIRE ALARM ANNUNCIATOR PANEL	FPC GC GFI KEC MC NTS	GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR NOT TO SCALE
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR FIRE ALARM CONTROL PANEL. PROVIDE WITH (2) DATA DROPS	FPC GC GFI KEC MC NTS PC POE	GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR NOT TO SCALE PLUMBING CONTRACTOR POWER OVER ETHERNET
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR FIRE ALARM CONTROL PANEL. PROVIDE WITH (2) DATA DROPS FIRE ALARM ANNUNCIATOR PANEL	FPC GC GFI KEC MC NTS PC POE TCC	GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR NOT TO SCALE PLUMBING CONTRACTOR POWER OVER ETHERNET TEMPERATURE CONTROLS CONTRACTOR
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR FIRE ALARM CONTROL PANEL. PROVIDE WITH (2) DATA DROPS FIRE ALARM ANNUNCIATOR PANEL	FPC GC GFI KEC MC NTS PC POE TCC TP	GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR NOT TO SCALE PLUMBING CONTRACTOR POWER OVER ETHERNET TEMPERATURE CONTROLS CONTRACTOR TAMPER PROOF RECEPTACLE TYPE
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR FIRE ALARM CONTROL PANEL. PROVIDE WITH (2) DATA DROPS FIRE ALARM ANNUNCIATOR PANEL	FPC GC GFI KEC MC NTS PC POE TCC TP TYP	GENERAL CONTRACTOR GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR NOT TO SCALE PLUMBING CONTRACTOR POWER OVER ETHERNET TEMPERATURE CONTROLS CONTRACTOR TAMPER PROOF RECEPTACLE TYPE TYPICAL
	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR FIRE ALARM CONTROL PANEL. PROVIDE WITH (2) DATA DROPS FIRE ALARM ANNUNCIATOR PANEL	FPC GC GFI KEC MC NTS PC POE TCC TP	GENERAL CONTRACTOR GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR NOT TO SCALE PLUMBING CONTRACTOR POWER OVER ETHERNET TEMPERATURE CONTROLS CONTRACTOR TAMPER PROOF RECEPTACLE TYPE
FAAP	HORN OR SPEAKER - CEILING MOUNTED; V INDICATES COMBINATION AUDIO/VISUAL DEVICE. # INDICATES CANDELA OUTPUT FIRE ALARM PULL STATION FIRE ALARM DOOR HOLDER AND RELEASING DEVICE CARBON MONOXIDE DETECTOR SMOKE DETECTOR FIRE ALARM CONTROL PANEL. PROVIDE WITH (2) DATA DROPS FIRE ALARM ANNUNCIATOR PANEL	FPC GC GFI KEC MC NTS PC POE TCC TP TYP	GENERAL CONTRACTOR GENERAL CONTRACTOR GROUND FAULT CIRCUIT INTERRUPTER TYPE DEVICE KITCHEN EQUIPMENT CONTRACTOR MECHANICAL CONTRACTOR NOT TO SCALE PLUMBING CONTRACTOR POWER OVER ETHERNET TEMPERATURE CONTROLS CONTRACTOR TAMPER PROOF RECEPTACLE TYPE TYPICAL

ELECTRICAL GENERAL DEMOLITION NOTES:

- 1. THE OWNER INTENDS TO OCCUPY THE BUILDING THROUGHOUT CONSTRUCTION, UTILITIES AND SERVICES SHALL NOT BE INTERR RUPTED Constructions of the owner's Approval as to the time and durations. The contractor shall so organize their work as to cause a minimum of utility interruptions, which shall be scheduled at the convenience of the owner.
- 2. ALL MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, AND HVAC WORK SHALL BE COORDINATED BY THE CONTRACTOR DOING THE WORK. ANY CORRECTIONS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- 3. THE OWNER HAS FIRST RIGHTS TO SALVAGE ANY ELECTRICAL EQUIPMENT OR ITEMS BEING REMOVED. COORDINATE WITH THE OWNER AT THE START OF THE REMOVATION. ANY DASTING EQUIPMENT, LIGHTING FAUTURES, WRING DEVICES, OR MATERIALS NOT CLAIMED BY THE OWNER WILL BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE REMOVED AND PROPERLY DISPOSED OF IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION. ITEMS THE OWNER CHOOSES TO PERTAN SHALL BE RELOCATED TO THEIR STORAGE AREA BY THE ELECTRICAL CONTRACTOR.
- 4. MAINTAIN CIRCUIT CONTINUITY TO ALL EQUIPMENT, FIXTURES, DEVICES, ETC., TO REMAIN IN USE WHETHER NOTED ON THE PLANS OR NOT. FIELD VERIFY EXISTING ITEMS TO REMAIN IN USE. WIRING FOR EXISTING CIRCUITS WHICH ARE PARTIALLY ABANDONED SHALL BE RECONNECTED BY THE ELECTRICAL CONTRACTOR TO SERVICE THE REMAINING OUTLETS ON THE ELECTRICAL CONTRACTOR TO SERVICE THE REMAINING OUTLETS ON THE ELECTRICAL
- 5. ALL ACTIVE CIRCUITING THAT RUNS THROUGH THIS SPACE, ORIGINATING ALL ROTTE CHICAGONING IN OTHER SPACES, SHALL REMAIN IN PLACE. COORDINATE WITH NEW CEILING WORK FOR RAISED CEILING WHICH MAY REQUIRE CIRCUITING RELOCATION.
- 6. WHENEVER NEW WORK IS REQUIRED TO BE INSTALLED ABOVE EXISTING CEILINGS, REMOVE AND REINSTALL EXISTING CEILING TILES AS REQUIRED TO
- THE ELECTRICAL CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING ELECTRICAL EQUIPMENT FROM DEMOLISHED WALLS, FLOORS, ATTICS, CELLING CAVITIES, AND THE ROOF AS DESCRIBED IN THE DRAWINGS.
- 8. WHENEVER AN ELECTRICAL DEVICE IS REMOVED, THE ELECTRICAL CONTRACTOR SHALL REMOVE ALL ASSOCIATED BOXES, CONDUIT, WIRING, HANGERS, ETC. BACK TO THE SOURCE OR EXISTING UPSTREAM DEVICE TO REMAIN AND MADE SAFE, UNLESS NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL REMOVE AND REINSTALL CELLINGS AS REQUIRED TO REMOVE ABANDONED CONDUIT BACK TO EXISTING PANELS. WHERE CONDUITS ARE NOT ACCESSIBLE, THEY MAY BE ABANDONED IN PLACE.
- 9. WHEREVER ELECTRICAL DEVICES ARE REMOVED, THE ELECTRICAL CONTRACTOR SHALL PATCH AND FINISH THE SURFACE AS REQUIRED TO MATCH THE EXISTING OR MAKE READY FOR NEW WALL FINISH.
- 10. Existing conduit, conductors, and rough-in's may be reused where feasible. Extend as required to new panels or reuse existing circuits where adequate. All unused conduits made empty by this demolition shall be removed by the electrical contractor, where conduits extending out of the floor are to be removed, cut the conduit off 1/2" below the floor line and patch.
- 11. FOR ALL EXISTING ELECTRICAL WIRING DEVICES, TELEPHONE, DATA ETC., CONTRACTOR SHALL REMOVE/REINSTALL COVERPLATES AS REQUIRED TO ALLOW FOR NEW FINISHES.
- 12. ALL UNUSED LOW VOLTAGE SYSTEMS INCLUDING TELEPHONE AND DATA CABLES SHALL BE REMOVED.
- 13. ALL CAMERAS AND WIRELESS ACCESS POINTS (WAP) SHOWN TO BE DEMOLISHED SHALL BE DISCONNECTED AND RETURNED TO OWNER. ALL EXISTING CABLING TO BE REMOVED BACK TO SOURCE TO BE REPLACED WITH NEW. INTERIOR CAMERA AND WIRELESS ACCESS POINT LOCATIONS SHALL BE ROUGH-IN ONLY. CONDINITE ALL FINL CAMERA AND WIRELESS ACCESS POINT LOCATIONS WITH OWNER PRIOR TO ROUGH-IN. CONTRACTOR SHALL PROVIDE 13'OF DATA CABLE COLLD UP AT ALL ROUGH-IN LOCATIONS. AND EXPOSE END OF CABLE BELOW CEILING FOR EASE OF LOCATE.
- 14. REVISE ALL PANEL DIRECTORIES AFFECTED BY DEMOLITION OF WORK. PROVIDE NEW ACCURATE TYPED DIRECTORIES OF ALL EXISTING PANELS AFFECTED.

ELECTRICAL GENERAL CONSTRUCTION NOTES:

- BELOW GRADE SHALL BE 1".

- A MINIMUM OF 1" OF CONCRETE COVER.

THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF ALL NECESSARY PERMITS, LICENSES, INSPECTIONS, AND FEES AS MANDATED BY CITY ORDINANCES AND SHALL FURNISH THE OWNER WITH A CERTIFICATE OF FINAL INSPECTION AND APPROVAL UPON COMPLETION OF THE WORK. ALL FEES RELATED TO INSPECTIONS, PERMITS, LICENSES, AND APPROVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE ELECTRICAL CONTRACTOR SHALL PERFORM WORK IN A SAFE MANNER AND COMPLY WITH OSHA SAFETY GUIDELINES AS WELL AS COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), THE NATIONAL ELECTRICAL CODE (NEC), AND ALL APPLICABLE LOCALLY ENFORCED CODES, ORDINANCES, AMENDMENTS, STATE LAWS, AND FEDERAL LAWS. THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS AND WORKMANSHIP CONFORM TO THESE STANDARDS. IN CASES WHERE A CONFLICT EXISTS BETWEEN CODES, THE MOST STRINGENT SHALL APPLY.

ALL ELECTRICAL MATERIALS UTILIZED IN THE EXECUTION OF THIS PROJECT SHALL BE LISTED AND LABELED BY UNDERWRITERS LABORATORIES (UL) TO GUARANTEE SAFETY AND RELIABILITY. THE CONTRACTOR SHALL ENSURE THAT ALL CONDUCTORS AND EQUIPMENT ARE APPROVED AND LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL). ADDITIONALLY, ALL LISTED AND LABELED EQUIPMENT SHALL BE INSTALLED AND USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

THE ENTIRETY OF THE ELECTRICAL SYSTEM, INCLUDING ALL ASSOCIATED ELECTRICAL EQUIPMENT, SHALL BE GROUNDED IN ACCORDANCE WITH NEC GUIDELINES AND AS DEPICTED IN THE PROVIDED DRAWINGS. THE CONTRACTOR SHALL BE GROUNDED IN GROUND WIRE IS INCLUDED WITHIN EACH POWER CONDUIT, WITH THE WIRE SIZE DETERMINED IN COMPLIANCE WITH NEC REGULATIONS.

PRIOR TO STARTING ANY WORK, THE ELECTRICAL CONTRACTOR MUST THOROUGHLY INSPECT THE SITE TO FAMILLARIZE THEMSELVES WITH ALL THE EXISTING SITE CONDITIONS, INCLUDING THE STRUCTURE AND ANY POPERTIAL OBSTACLES. THE PLANS PROVIDED ARE BASED ON PREVIOUS DRAWINGS AND CASUAL FIELD OBSERVATIONS AND SHOULD BE TREATED AS APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR VERIVING ALL THE EQUIPMENT, WIRING, AND FIXTURES, WHETHER THEY ARE INDICATED ON THE PLANS OR NOT. IF ANY DISCREPANCIES ARE FOUND, THE CONTRACTOR MUST PROMIFTLY INFORM THE ENGINEER. IT IS THE SPECIFIC INTENT OF THE DRAWINGS AND SPECIFICATIONS TO INCLUDE ALL ELECTRICAL WORK ITEMS NECESSARY TO ENSURE THE SYSTEMS OPERATE SATISFACTORILY AND COMPLETELY.

THE CONTRACTOR IS RESPONSIBLE FOR EFFECTIVELY COORDINATING WITH ALL OTHER TRADES AND DISCIPLINES INVOLVED IN THE PROJECT TO AVOID CONFLICTS AND TO VERIFY ALL NECESSARY EQUIPMENT CONNECTIONS. THIS INCLUDES MAINTAINING BRANCH CIRCUIT CONTINUITY TO ADJOINING AREAS AS NEEDED AND ENSURING COMPLIANCE WITH ARCHTECTURAL PLANS FOR THE LOCATIONS OF EXPANSION JOINTS AND FIRE-RATED WALLS. ELECTRICAL CONTRACTOR SHALL REQUEST CLARIFICATION ON ANY ITEMS OF THE CONTRACT DOCUMENTS THAT ARE NOT UNDERSTOOD OR WHERE CONFLICTS MAY EXIST PRIOR TO SUBMITTING A BID.

THE CONTRACTOR SHALL BE HELD ACCOUNTABLE FOR THE INSTALLATION OF A COMPLETE AND FULLY OPERATIONAL ELECTRICAL SYSTEM AS OUTLINED IN THE CONTRACT DRAWINGS. THE CONTRACTOR MUST ENSURE THAT THE SYSTEM IS FUNCTIONING CORRECTLY AND MEETS ALL SPECIFICED PERFORMANCE CRITERIA UPON COMPLETION OF THE PROJECT.

THE CONTRACTOR GUARANTEES ALL UNITS, LABOR, MATERIALS, AND ACCESSORIES PROVIDED UNDER THIS CONTRACT FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE BUILDING BY THE OWNER. THIS GUARANTEE ENSURES CONFORMITY TO SPECIFICATIONS AND COVERS FALLY MATERIALS OF WORKMANSHIP, IF ANY UNIT FALLS TO OPERATE SATISFACTORILY OR IF ANY PARTS SHOW UNDUE WEAR DURING THE WARRANTY PERIOD, THE CONTRACTOR SHALL PROMPTLY REMED THE DEFECTS. I PROMPTLY REMEDY

THE CONTRACTOR MUST MAINTAIN AND VERIFY THAT ALL ELECTRICAL EQUIPMENT CLEARANCES AND WORKING SPACES COMPLY WITH NEC GUIDELINES. PROPER CLEARANCE IS VITAL FOR ENSURING SAFE OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEMS.

THE CONTRACTOR SHALL PROVIDE ADEQUATE IDENTIFICATION FOR ELECTRICAL SYSTEMS AS INDICATED IN THE PROJECT SPECIFICATIONS AND AS REQUIRED BY THE NEC OR NFPA 70E, PROPER LABELING ENHANCES SAFETY AND FACILITATES FUTURE MAINTENANCE AND TROUBLESHOOTING.

11. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL TEMPORARY POWER AND LIGHTING FOR THE DURATION OF THE PROJECT, ENSURING COMPLANCE WITH OSHA STANDARDS, STATE LAW, LOCAL ORDINANCES, AND ANJ REQUIREMENTS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REMOVING ALL TEMPORARY IMPRATING THE UPON PROJECT COMPLETION.

12. ALL BRANCH CIRCUIT WIRING SHALL BE A MINIMUM OF #12 AWG UNLESS OTHERWISE NOTED. FOR LENGTHS EXCEEDING 50 FEET, WIRING SHALL BE A MINIMUM OF #10 AWG, ALL BRANCH CIRCUIT WIRING SHALL BE IN 1/2" CONDUIT MINIMUM (UNLESS OTHERWISE NOTED) AND HIDDEN FROM WEW, WHILE HOME RUNS SHALL BE A MINIMUM OF 3/4". THE MINIMUM SIZE RACEWAY FOR CONDUITS

13. HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) EQUIPMENT, PLUMBING EQUIPMENT, AND ALL OTHER MISCELLANEOUS EQUIPMENT, INCLUDING MOTORS AND KITCHEN EQUIPMENT, SHALL BE POWERED AS DELINEATED IN THE EQUIPMENT PROVIDER'S SCHEDULES UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL PROVIDE SUITABLE DISCONNECTING MEANS FOR EQUIPMENT UNLESS EXPLICITLY INDICATED OTHERWISE.

14. ALL EMERGENCY SERVICE WIRING SHALL BE MAINTAINED WITHIN SEPARATE CONDUITS, PULL BOXES, PANELS, AND ASSOCIATED EQUIPMENT TO ENSURE ISOLATION FROM OTHER ELECTRICAL SYSTEMS.

15. IF ANY DISCREPANCIES ARE NOTED REGARDING COMPLIANCE WITH THE PLANS AND CODES, THE ELECTRICAL CONTRACTOR IS REQUIRED TO INFORM THE ENGINEER PROMPTLY. ANY ALTERATIONS OR CHANGES TO THE CONTRACT DOCUMENTS REQUIRE WRITTEN PERMISSION FROM THE ENGINEER.

16. WHERE SAW CUTTING OF THE FLOOR IS NECESSARY, THE CONTRACTOR SHALL LIMIT THE CUTTING DEPTH TO A MINIMUM AND ROUTE NEW CONDUITS EITHER BELOW OR ABOVE EXISTING CONDUITS, WATER PIPES, AND SIMILAR INFRASTRUCTURE, CONDUITS SHALL HAVE

17. Electrical contractor shall cut and patch roof, floors, walls and ceilings where required to install new Electrical boxes, fixtures, and raceway systems. Surfaces shall be patched and left ready for final scheduled Finish. Roofing work shall be performed by qualified foroning contractor that maintains the fooring warranty. All required roofing work due to electrical scope of work shall be included by the electrical contractors bid.

18. THE CONTRACTOR SHALL HAVE THE OPTION OF GROUPING HOME RUNS WITHIN A SINGLE CONDUIT, PROVIDED THAT NO MORE THAN FOUR CIRCUITS ARE INSTALLED WITHIN A SINGLE JUNCTION BOX. EACH PHASE CONDUCTOR MUST HAVE DEDICATED NEUTRALS, TREATED AS CURRENT-CARRYING CONDUCTORS FOR DERATING CALCULATIONS.

19. ALL PANELBOARD CIRCUIT BREAKERS SHALL BE EQUIPPED WITH BOLT-ON TYPE BREAKERS, PHENOLIC NAME TAGS, AND A KEYED LOCK AND LATCH MECHANISM. EACH PANEL SHALL BE SUPPLIED WITH TWO KEYS, WITH ALL PANELS KEYED ALIKE.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER IDENTIFICATION AND LABELING OF ALL CIRCUIT BREAKERS WITHIN THE PANELBOARDS. EACH PANELBOARD SHALL INCLUDE A TYPEWRITEN CIRCUIT DIRECTORY DETAILING THE FUNCTION AND SPECIFICATIONS OF EACH CIRCUIT. UPON COMPLETION OF THE WORK, THE ELECTRICAL CONTRACTOR SHALL PROVIDE NEW TYPED DIRECTORIES FOR ALL PANELS AFFECTED BY THE SCOPE OF WORK AND ENSURE THAT ALL CIRCUITS ARE PROPERLY LABELED AND FUNCTIONING.

21. THE ELECTRICAL CONTRACTOR SHALL MAKE NECESSARY ARRANGEMENTS WITH THE ELECTRIC, CATV, AND TELEPHONE UTILITY COMPANIES TO ASCERTAIN INCOMING SERVICE REQUIREMENTS. ALL ASSOCIATED COSTS FOR THESE SERVICES SHALL BE INCI THE BASE BID.

22. SYSTEME ARE SHOWN AS DIAGRAMMATIC AND GIVE THE GENERAL ARRANGEMENT ONLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD ON THE BASIS OF DETAIL DRAWINGS, REVIEWED DRAWINGS, AND SUPPLEMENTARY INFORMATION. INSTALLATION SHALL PROVIDE FOR OPERATING EFFICIENCY, NEATHNESS OF APPEARANCE, EASE OF MANTENANCE AND NED COMPLIANCE. IT IS EXPECTED THAT THE CONTRACTOR WILL PREVARE DIMENSIONED FIELD EXECTION DRAWINGS AND WORK SKETCHES FOR USE BY THEIR INSTALLERS, TO ENSURE PROPER INSTALLATION AND COORDINATION. THE ELECTINGLA. CONTRACTOR SHALL TAKE THEIR OWN MESSIGNEMENTS AT THE BUILDING AND BE RESPONSIBLE FOR THE CORRECT INTERPRETATION AND USE OF ALL SIZES AND DIMENSIONS. ALL CONTRACTORS SHALL ATTEND COORDINATION MEETINGS TO COORDINATE THE INSTALLATION WITH DUE REGARD FOR EACH OTHER. THE ELECTINGLA. CONTRACTORS SHALL ATTEND COORDINATION MEETINGS TO CONSTRUCTION AND FURNISH TO THE OWNER A RECORD SET OF BLACK LINE PRINTS AT THE PROJECT COMPLETION.

23. ELECTRICAL CONTRACTOR SHALL EXTEND EXISTING FIRE ALARM AND SMOKE CONTROL SYSTEM. CONTACT MIDWEST ELECTRONIC SYSTEMS, INC. (573-43-5343) FOR QUOTE, PROVIDE NEW DEVICES AND APPLICABLE ADA COMPATIBLE COMPLIANCE SIGNALS. PROGRAM AND TEST THE SYSTEM FOR CORRECT OPERATION AND NOTIFY THE INSPECTION AUTHORITIES FOR WITNESS TO THE TEST AT PROJECT COMPLETION. PROVIDE A COMPLETE, DIGITAL, ADDRESSABLE, NFPA 72 COMPLIANT FIRE ALARM SYSTEM. WIRING SHALL BE RUN OPEN ABOVE CELINGS IN AN APPROVED SUPPORT SYSTEM WITH PLENUM-RATED CABLES. REFER TO ADDITIONAL REQUIREMENTS IN THE PROJECT MANAPROVED SUPPORT SYSTEM WITH PLENUM-RATED CABLES. REFER TO ADDITIONAL

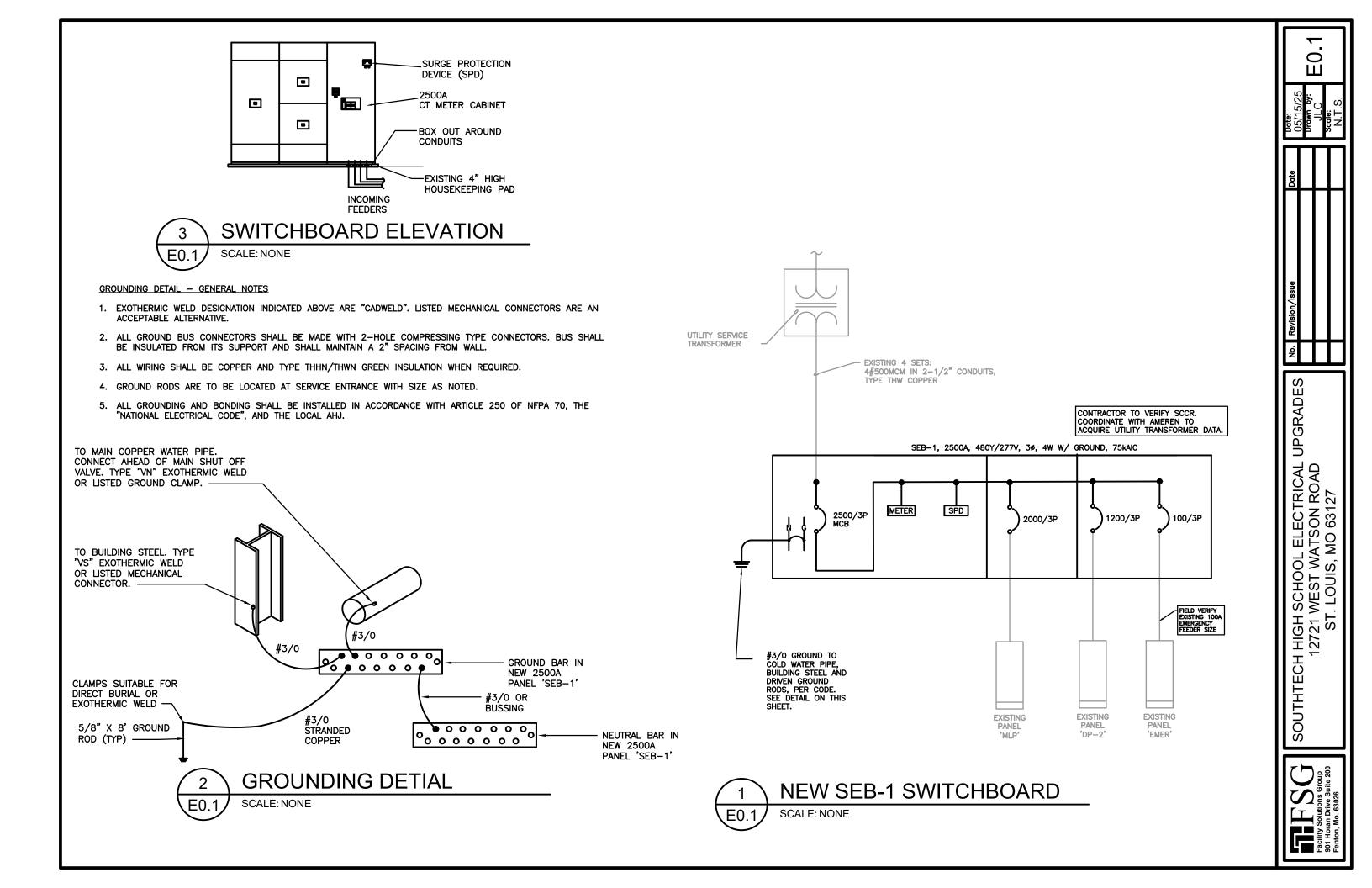
24. ELECTRICAL CONTRACTOR SHALL PROVIDE A DEDICATED BRANCH CIRCUIT POWER OUTLET OR DIRECT CONNECTION FOR EACH LOW VOLTAGE SYSTEM. ELECTRICAL CONTRACTOR SHALL PROVIDE OUTLETS BOXES AND CONDUIT FROM EACH OUTLET BOX, STUBBED TO ABOVE ACCESSIBLE CELLING WITH A PULL WIRE IN EACH CONDUIT. COORDINATE LOCATIONS OF BOXES AND OUTLETS/CONNECTIONS WITH THE OWNER PRIOR TO START OF CONSTRUCTION.

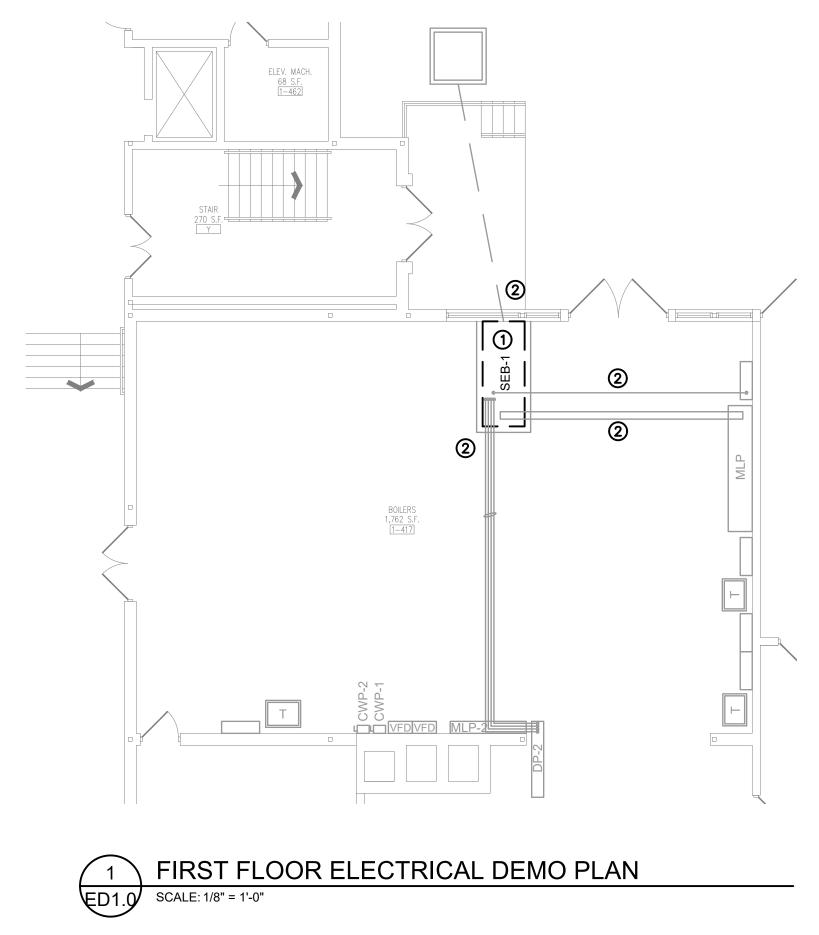
25. ELECTRICAL CONTRACTOR SHALL INSTALL ENT CONDUIT FOR POWER AND DATA IN ALL EXPOSED CELLINGS. CONTRACTOR SHALL INCLUDE PAINTING OF ALL CONDUITS, FITTINGS, JUNCTION BOXES, ETC. LOCATED IN EXPOSED CELLINGS. COLOR SHALL BE COORDINATED WITH ARCHITECT.

26. REVIEW ARCHITECTURAL DRAWINGS FOR ALL FIRE RATINGS AND FIRE RATED ASSEMBLIES PRIOR TO BIDDING THE PROJECT. PROVIDE FIRE STOP AT EACH RATED WALL, FLOOR AND CELING-ROOF ASSEMBLY PENETRATION, FIRE STOP SYSTEMS SHALL BE MANUFACTURED BY "3M". PROVIDE IN STRICT COMPLANCE WITH THE MANUFACTURER'S APPLICATION DETAILS AND INSTRUCTIONS, PROVIDE TAGGED CERTIFICATIONS AT EACH FENETRATION, PROVIDE SHOP DRAWINGS FOR REVIEW WITH THE ULL USTING AND TEST CRITERA, PROVIDE FIRE STOPPING WHERE REQUIRED THE ANN. EQUAL SYSTEMS AS MANUFACTURED BY "SPEC SEAL", OR "HILLT" WILL BE ACCEPTABLE. REFER TO THE PROJECT MANUAL FOR SYSTEMS SPECIFICATIONS.

27. PROVIDE CONDUIT, CABLES AND ELECTRICAL ASSEMBLY PENETRATIONS OF NON-RATED ASSEMBLIES WITH DRAFT STOPPING, OR SMOKE BARRIER SEALANT SYSTEMS, THROUGH PENETRATION SEALANT SYSTEMS SHALL BE MANUFACTURED BY "SM", PROVIDE IN STRICT COMPLIANCE WITH THE MANUFACTURER'S APPLICATION DETAILS AND INSTRUCTIONS. PROVIDE DRAFT STOPPING OR SMOKE BARDIER SEALANTS TO MEET APPROVAL OF THE ANN. EQUAL SYSTEMS AS MANUFACTURED BY "SPEC SEAL", OR "HILT" WILL BE







DEMOLITION NOTES

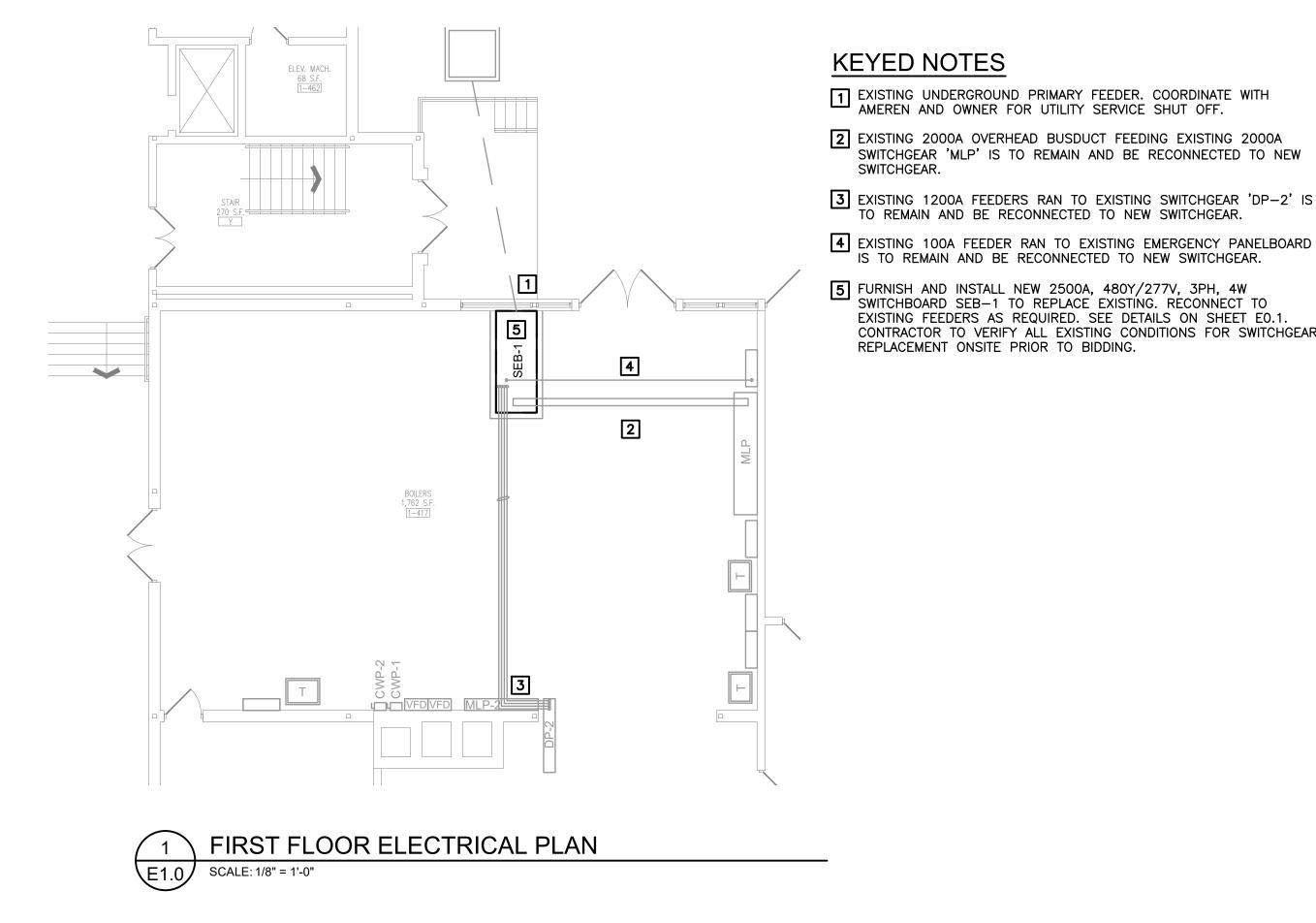
1. REMOVE ALL DEVICES INDICATED AS DASHED OR DARK LINES ON CEILINGS THAT ARE TO BE REMOVED OR ARE REQUIRED FOR DISCREPANCIES EXIST.

KEYED NOTES

- (1) DEMOLISH EXISTING SWITCHGEAR. COORDINATE WITH AMEREN AND OWNER FOR UTILITY SERVICE SHUTOFF.
- (2) PROTECT AND MAINTAIN EXISTING BUS DUCT AND FEEDERS FOR RECONNECTION IN NEW WORK.

THESE PLANS AND LOCATED ON WALLS TO BE REMOVED. EXISTING CONDITIONS WERE TAKEN FROM EXISTING DRAWINGS AND CASUAL FIELD OBSERVATIONS AND THUS FIELD CONDITIONS SHOULD BE CONSIDERED APPROXIMATE ONLY. CONTRACTOR TO VERIFY AND REMOVE ALL ITEMS, WHETHER OR NOT SPECIFICALLY INDICATED, AT ALL WALLS AND INTERFERENCE WITH NEW CONSTRUCTION. WHERE AN ENTIRE AREA IS BEING GUTTED, IT IS THE INTENT THAT ITEMS INDICATED ARE TO BE DISCONNECTED FROM POWER AND REMOVED WITH THE GENERAL DEMOLITION OF THE AREA. NOTIFY THE ENGINEER IMMEDIATELY IF





SWITCHGEAR 'MLP' IS TO REMAIN AND BE RECONNECTED TO NEW

EXISTING FEEDERS AS REQUIRED. SEE DETAILS ON SHEET EO.1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS FOR SWITCHGEAR

