PARKWAY SCHOOLS

DATE:	September 16, 2026
ADDENDUM NO:	One
PROJECT NO:	RFP Number 27-16
PROJECT DESCRIPTION:	Request For Proposal For Stormwater BMP Inspections and Annual Reports to MSD at Various Locations

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This Addendum is hereby made part of the Contract Documents of the above named Project. It supplements and modifies them as follows:

Sign in Sheet for Pre Bid Conference:

1. Add sign in sheet for bid number 27-16 with the attached new sign in sheet for: Request For Proposal For Stormwater BMP Inspections and Annual Reports to MSD at Various Locations.

Pre Bid Meeting Clarification:

It was requested by a respondent to see the Parkway School District purchase order general terms and conditions.

1. Add Parkway School District purchase order general terms and conditions.

END ADDENDUM NUMBER ONE

(This Addendum consists of three pages)

PRE-BID CONFERENCE

MANDATORY

Stormwater BMP Inspections and Annual Reports to MSD
Various Locations
RFP NUMBER 27-16
THURSDAY, September 10, 2026- 8:00A - MEET AT DISTRICT OPERATIONS BUILDING

COMPANY REPRESENTATIVE	COMPANY NAME	TELEPHONE NO.	FAX NO.	EMAIL ADDRESS
Brandon Hogan	PARKWAY SCHOOLS	314-393-6633		bhogan@parkwayschools.net
Tom Steinwagner	Environmental Operations Inc	618 979 4449		thomass@environmentalops.com
Megan Howell	DJM Ecological Services	6189461940		mhowell@djmecological.com
Joshua Price	Environmental Works	9705564834		jprice@environmentalworks.com
Steve Polk	Stormwater STL	3144067655		Steve@stormwater-stl.net
Brittany Kelly	Stormwater STL	6184074744		brittany@stormwater-stl.net
Michael Holm	SCI Engineering, Inc.	314-917-2645		mholm@sciengineering.com
DENNIS MARTIN	PARKWAY SCHOOL DIST.	314-267-9765		dmartin1@parkwayschools.net

PARKWAY SCHOOL DISTRICT
PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. Complete agreement. This order constitutes District's offer to Supplier and shall become a binding contract unless Supplier gives District written notice of objection within seven (7) days following supplier's receipt hereof. This order is not valid unless signed by a duly authorized representative of District. The specification on the face hereof, these terms and conditions, any other special conditions in a schedule attached hereto, if any, and any specifications or other documents referenced in such schedule or on the face hereof constitute the entire agreement between District and Supplier and supersede all previous communications, either written or oral, with respect to the subject matter of this order. This order expressly limits acceptance to the terms and conditions stated herein, which terms and conditions may not be varied except in writing by referencing the number of this order and signed by District's duly authorized representative. Any reference on the face hereof to Supplier's proposal or any other document published by Supplier shall be deemed to incorporate only typed or handwritten information and not any standard printed terms or conditions of Supplier's documents other than description of the goods, services and prices offered by the Supplier.

2. Governing Law. This order shall be governed by and construed in accordance with the laws of the State of Missouri without regard to principles or conflicts of laws.

3. Time of Essence and Force Majeure. Shipment and delivery date(s) specified are of the essence on this order. However, Supplier shall not be liable for delays in manufacture or delivery of goods and performance of services to the extent such delays are due to causes beyond Supplier's reasonable control and provided Supplier uses its best efforts to remedy the situation and first allocates all available production and deliveries to District, and provided further that Supplier has notified District promptly (but in any event within seven days) of the occurrence which causes such delay. District shall not be liable to accept any part of such goods and services which are delayed and may, at its option, cancel the order. Causes deemed beyond a party's reasonable control include acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riots, and acts of the other party. Whenever Supplier has knowledge of a condition or event that may delay or lead to delay in the timely performance of this order, Supplier shall immediately give notice thereof, including all relevant information with respect thereto, to District. Further, in the event of acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riots, pandemics, pestilence, governmental closures or other Force Majeure events or related occurrences that result in the District's Board of Education making the determination that in person operations must be halted or substantially reduced, District shall have the option to cancel or temporarily suspend the contract during the time of such full or partial closure. For the avoidance of doubt, a Force Majeure event as used in this paragraph shall include (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probably threat to human life, including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by District to fulfill its obligations.

4. Shipping Instructions. Packing slips must accompany each shipment. District's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and to meet carrier requirements. No charges will be allowed for boxing or packing unless specifically stated in the order. Any goods shipped by parcel post must be insured for face value. Goods must be shipped as provided for in this order, or additional shipping and handling costs will be back charged to Supplier. In the absence of such instructions shipments shall be routed via the most economical mode of commercially reasonable transportation available consistent with the time requirements established for the order and risk of loss on the goods shall be borne by Supplier until delivery at District or destination designated by the District.

5. Right to Reject. All goods and/or services furnished will be subject to inspection and testing upon arrival or performance, and such goods and/or services found by District in its sole discretion to be found not in accordance with the specifications drawings, plans, instructions, samples or other descriptions furnished or adopted by District for the order or otherwise not in conformance with the terms of this order shall be subject to rejection, return and back charge as appropriate, together with the necessary costs of handling and shipping. District's payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the goods and/or services involved shall not constitute a waiver of any of District's rights hereunder.

6. Representations and Warranties. Supplier represents and warrants that:

(A) District's purchase or use of the goods or services furnished pursuant to this order, in the form in which furnished to the District, will not infringe in any United States or foreign patent, trademark, copyright, trade secret or other propriety right of a third party and Supplier agrees to defend and hold District harmless against any claim, action or suit that may be brought against District for Patent, trademark, copyright, trade secret infringement or for the infringement of any other proprietary right by reason of District's purchase or use of such goods. District will receive good title to all goods furnished hereunder, free and clear of all liens.

(B) All goods and services covered by each order are unencumbered and will conform to the specifications, drawings, plans, instructions, samples or other description furnished or adopted by District; will be well made, of good materials, merchantable fit and sufficient for the purpose intended, including any special requirements of District which have been disclosed to Supplier; shall be free from defects, whether latent or patent, in material and workmanship. Supplier shall immediately replace or repair free of charge, f.o.b. District, any goods or parts of any goods supplied hereunder which prove to be defective in workmanship or material within one year from date of shipment.

(C) Supplier shall comply with all applicable local, state and federal laws, rules, regulations and ordinances. The proposal for this Contract shall be based upon the required payment by the Contractor for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.262, RSMo 1994.

(D) Supplier is an independent contractor and nothing contained herein shall constitute or designate Supplier or any of its agents or employees as agents of the District. Supplier agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion, or political origin.

(E) The goods covered by this order are in conformity with the specifications, samples, or other descriptions furnished by Supplier to District or designated by District. In addition, Supplier assigns to District the benefit of any warranty that Supplier receives from its suppliers of any items purchased by District hereunder.

7. Right to Cancel. The District reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Supplier or by any Subcontractors, in the sole judgment and discretion of the District in the event of such termination, the Supplier shall be liable for any excess costs incurred by the District. If the contract is so terminated, the District may purchase upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated, and that the Supplier will be liable for excess costs incurred thereby.

8. Indemnity. Supplier hereby agrees to indemnify and hold harmless District and their agents and employees from all claims and suits for money or damages to property including incidental and consequential damages relating thereto or injuries, including death, to persons, and from all judgments recovered therefore, and from all expenses defending said claims or suits, including court costs, attorney's fees and other expenses, caused by or arising out of: (a) the act of omission of Supplier, its agents, servants and employees while on or about the premises of District for the purposes of delivering, installing or providing the goods and services required by this order; (b) the negligence or wrongful acts or omissions of Supplier, its agents, servants and employees; (c) any misrepresentation, breach of warranty, or non-fulfillment of any obligation or order; and (d) any and all claims, demands and liens for the value of goods furnished or labor performed under this order.

9. No Assignment. Supplier may not assign its rights or delegate its duties under this order without the prior written consent of District, and any attempted assignment or delegation without such consent shall be void. No completed articles shall be shopped out or subcontracted without District's prior written approval.

10. Pricing. (A) Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing to District.

(B) Except as otherwise provided herein, the prices herein include all costs and charges to be incurred by Supplier, including, without limitation, installation and other service charges, all charges for transportation, packing, packaging, and all costs of design, engineering and development, and all costs for tooling, molds, patterns and similar property that may be obtained or required by Supplier for use in the manufacture, fabrication or assembly of the goods or performance of the services called for by this order.

11. Assurance of Performance. In the event Supplier fails to perform when due any delivery and/or service required by this order, or District in good faith has any other reason to question Supplier's intent or ability to perform, District may, at its election, demand adequate assurance of performance, including that supplier furnish, at Supplier's expense, a performance bond or letter of credit, conditioned to indemnify District for any loss District may sustain by failure of Supplier to perform its obligation. In the event Supplier fails to comply with such demand within ten (10) business days thereafter, District may treat this failure as a default.

12. Invoice Procedures. After completion of all work, Supplier shall submit an invoice in duplicate to the District containing purchase order number and full descriptive information of items or services furnished.

13. Insurance. Supplier hereby agrees to furnish and maintain at its own cost and expense, insurance policies underwritten by good and solvent insurance companies, protecting:

(A) The legal liability of Supplier under the Worker's Compensation Act of any State or other structure or law, to pay claims for personal injuries sustained by its employees, including death resulting therefrom; and

(B) The legal liability of Supplier for damage to property and for injuries to or death of any person or persons (including automobile exposure), and contractual liability assumed by Supplier, said insurance to be written with a limit of not less than $1,000,000.00 for any one occurrence. Supplier shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Supplier shall furnish District with insurance certificates indicating the coverage above referred to. Supplier shall not contract for the performance of any work herein required without imposing similar obligations on any subcontractor so employed.

14. Sales/Use Tax Exemption. The District is exempt from Missouri sales and use tax on purchases. The District's Missouri Tax Identification Number is 12579424.