



Lee's Summit R-VII School District  
 Purchasing and Distribution Services  
 702 SE 291 Highway  
 Lee's Summit, MO 64063  
 816-986-2420  
 Email: [bruce.gibson@lsr7.net](mailto:bruce.gibson@lsr7.net)

**REQUEST FOR PROPOSALS #2017-07**

The Lee's Summit R-VII School District will accept separate sealed request for proposals from qualified persons or firms interested in submitting a response for the following:

**LEE'S SUMMIT ELEMENTARY SCHOOL HVAC UNITS REPLACEMENT  
 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND DRAWINGS**

**PROPOSALS MUST BE RECEIVED BY 2:00 PM (CST) ON Friday, March 17, 2017**

*A Pre-Proposal Meeting is scheduled for Thursday 3/9/2017 5:00 PM at the site: Lee's Summit Elementary, 110 Green St, Lee's Summit, MO 64063*

The cutoff date for any written questions for this RFP is 3/14/2017 2:00 PM.

**Please mark your sealed envelope "RFP #2017-07 LSE HVAC UNITS REPLACEMENT" and return four (4) copies of your proposal to the following address:**

Lee's Summit R-VII School District  
 Purchasing & Distribution Services  
 Attention: Christa Battaglia, Purchasing Supervisor  
 702 SE 291 Highway  
 Lee's Summit, MO 64063

**It is the responsibility of interested firms to check the District's website <http://pds.lsr7.org/bidsrfp/> for any addendums or notices of information prior to the opening date and time of this Request for Proposal.**

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the commodity and/or services in accordance with all terms, conditions, and pricing specified herein or to offer a "no response." Please type or print the information below. **The Respondent is REQUIRED to complete, sign and return this form with your submitted response for this BID.**

_____ Company Name		_____ Authorized Person (Print)	
_____ Address		_____ Signature	
_____ City/State/Zip		_____ Title	
_____ Telephone #	_____ Fax #	_____ Date	_____ Tax ID #
_____ E-mail		_____ Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

If submitting a "no proposal" please provide a brief explanation for the reason why and return this page:

---



---

## **TABLE OF CONTENTS**

### **INSTRUCTIONS TO BIDDERS**

- 1 GENERAL PROVISIONS**
- 2 DATE OF COMMENCEMENT AND COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENT**
- 5 DISPUTE RESOLUTION**
- 6 ENUMERATION OF CONTRACT DOCUMENTS**
- 7 GENERAL CONDITIONS**
- 8 OWNER**
- 9 CONTRACTOR**
- 10 CHANGES IN THE WORK**
- 11 PROTECTION OF PERSONS AND PROPERTY**
- 12 INSURANCE & BONDS**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OF THE AGREEMENT**

## RFP #2017-07 LSE HVAC UNITS REPLACEMENT

### **INSTRUCTIONS TO BIDDERS:**

The Lee's Summit R-VII School District is accepting Request for Proposal for the Replacement of Fourteen (14) Single Zone Gas/Electric Roof Top Package Units, One (1), Gas Fired Heating Only Rooftop Unit, and One (1) Cooling Only Rooftop Unit - both of which serve dual duct terminal boxes (DDT Boxes to remain). In addition, Five (5) Split Systems with Five (5) Gas Fired Furnaces, Five (5) Evaporator Coils, and Five (5) Condensing Units will be replaced. This scope shall include all equipment, material, and labor required to ensure complete working systems including but not limited to: RTU Curb Adapters required for connection to existing RTU Curbs, Ductwork required for connection to existing ducts, Electrical work required for powering new systems from existing electrical services, Plumbing work required to provide natural gas service from existing natural gas services to new systems, and, condensation piping from evaporator coil drains to floor and or roof drains. Startup and Commissioning of all units shall be included. All fire alarm work will be by owner. The owners Controls Contractor (Control Service Company) shall contract directly with the owner (LSR7), the controls portion of this project. Coordination with Control Service Company will be required from the successful bidder for the duration of the project. The project start date is projected for May 24th 2017, with Substantial Completion on August 1st, 2017. The aforementioned scope shall be considered the "Base Bid".

In addition to the "Base Bid" there are six "Cost" line items listed on the Bid Form. Cost #1 is for One (1), Five Ton Gas/Electric Roof Top Unit (RTU), Lennox Model LGH060H4E, Cost #2 is for One (1), Ten Ton Gas/Electric Roof Top Unit (RTU), Lennox Model LGH120H4E, and Cost #3 is for One (1), Five Ton Split System - Including One (1), Lennox Furnace Model MI95UH090XP60, One (1), Lennox Evaporator Coil Model CV34-62C-F, and One (1), Lennox Condensing Unit, Model 13AACXN060-230. Costs #1a, #2a, & #3a are for Ten (10) or more of these respective units (systems). These "Costs" shall include all equipment, material, and labor required to ensure a complete working system including but not limited to: RTU Curb Adapter required for connection to existing RTU Curb, Ductwork required for connection to existing ducts, Electrical work required for powering new unit (system) from existing electrical services, Plumbing work required to provide natural gas service from existing natural gas service to new unit (system), and, condensation piping from evaporator coil drain to floor and or roof drain. Startup and Commissioning of all units shall be included. All fire alarm work will be by owner. Owner shall contract directly with owners controls contractor for the controls portion. The "Costs #1, #1a, #2, #2a, #3, & #3a shall be good for a period of One (1) Year after selection of the successful bidder. Options will be available for Three (3), One (1) Year Renewal Terms.

Specifications, terms, and conditions are specified in the Request for Proposal packet, which can be found on the District's website: <http://pds.lsr7.org/bidsrfp/>. Sealed Proposals must indicate on the envelope, the Bid Title and the name of your Company.

**Pre-Bid Date:** *Thursday 3/9/17 at 5:00 PM*

**Pre-Bid Location:** *Lee's Summit Elementary, 110 Green St, Lee's Summit, MO 64063*

**Attendance is not mandatory, but is encouraged.**

**Bid Date:** Sealed Proposals must be received on or before **2:00 PM on Friday, March 17<sup>th</sup>, 2017**

**Bid Location:** Purchasing & Distribution Services, 702 SE 291 Highway, Lee's Summit, MO 64063

1), Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R-VII Board of Education and adhere to all applicable purchasing policies. Purchase Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, lead time, and determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that is in the best interest of the District.

2), The terms of this bid shall remain in effect for at least one year from date of award. All prices MUST remain firm during that time period. The District may make additional purchases at the itemized price listed in the bid packet for a period of one (1) year. The District may, at its option, renew the contract for up to two (2) additional one (1) year

contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to the current federal price index “CPI-U, All Items” (Urban Consumers Index CPI Rate).

3), Bidders are expected to bid on the equipment item as listed on the Equipment Specifications List. If there are any deviations from the specifications listed, the bidder is expected to make note on the bid form. The District reserves the right to determine the successful bidder and will make that decision based on the best interest of the District.

4), Prices shall be fixed with minimum adjustments allowed. If the bidder is awarded an agreement under this bid solicitation, the prices proposed by the bidder shall remain fixed for a period of one hundred eighty (180) days after the issuance of an initial purchase order or District Visa P-Card purchase, regardless of market conditions. After this period, the vendor may submit a price adjustments to the District based on a Manufacturer’s Revised Published Price List. The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases. The Revised Published Price List or manufacturer’s notification shall be submitted to the District at least thirty (30) calendar days prior to the effective date of the new price to be charged to the District. It shall be understood that such price adjustments shall not exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

5), The successful bidder(s) must agree to accept the District’s Purchase Order or the District’s Visa P-card for the order. These purchases are tax exempt.

6), The Lee’s Summit R-VII School District will review all request for proposals submissions with regards to pricing, product performance, equipment features, references and experience. The District plans to award the request for proposal within 60 days after the RFP opening.

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 EXAMINATION OF CONDITIONS AFFECTING WORK**

**§ 1.1.1** Existing Conditions: Prior to beginning Work, Contractor shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, codes, ordinances, rules and regulations that will affect his Work.

**§ 1.1.2** CONTRACTOR shall visit the site, examine the grounds and all existing conditions, and shall ascertain by reasonable means all conditions that will in any manner affect the Work.

**§ 1.1.3** CONTRACTOR shall be legally licensed to operate under applicable Laws of Missouri.

### **§ 1.2 PERFORMANCE & PAYMENT BOND**

**§ 1.2.1** Performance and Labor & Material Bonds shall be required on AIA form A312-2010 for all Work covered under this Contract, on all Contracts exceeding \$50,000.

### **§ 1.3 EQUAL OPPORTUNITY EMPLOYER**

**§ 1.3.1** CONTRACTOR shall observe the provision of the Missouri Act against discrimination and shall not discriminate against any person in the performance of Work, under this Contract because of age, race, religion, color, sex, physical handicap, national origin, or ancestry. In all solicitations of advertisements for employees, CONTRACTOR shall include the phrase “Equal Opportunity Employer” or a similar phrase to be approved the State Commission of Civil Rights.

### **§ 1.4 WAGE RIGHTS**

**§ 1.4.1** All work must be done in accordance with the current Prevailing Wage Rates as determined by the State of Missouri, Division of Labor, Jackson County.

**§ 1.5 SALES TAX**

§ 1.5.1 CONTRACTOR shall NOT include any Missouri Sales or Use Tax in Contract Sum.

§ 1.5.2 CONTRACTOR will be provided a Tax Exempt Certificate to use in making tax exempt purchases. Detailed procedures will be provided by the Owner.

**§ 1.6 BUILDING CODES AND PERMITS**

§ 1.6.1 All Work shall be completed in accordance with the 2006 International Building Code (IBC) and all applicable City Ordinances.

§ 1.6.2 If required, the General Building Permit for the Work will be issued by the City of Lee's Summit, Missouri or the local Authority Having Jurisdiction.

§ 1.6.2.1 If needed, the Owner will submit Contract Documents to the City to initiate the City's review and approval for a building permit.

§ 1.6.2.2 CONTRACTOR shall be responsible for procuring and the Owner shall be responsible for paying for the Building Permit as part of the Contract Requirements.

**ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION**

§ 2.1 CONTRACTOR shall not commence Work until the Owner receives and approves all required Insurance and Performance and Payments Bond documentation.

§ 2.2 CONTRACTOR shall prepare a project schedule which consists of site-specific time frames for planning, review and installation activities.

§ 2.3 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete so that the Owner can utilize the Work for its intended use, including approval for occupancy from the local jurisdiction if required. Final commissioning, labeling and as-built information will be required for Owner's approval of Substantial Completion.

**ARTICLE 3 BID FORM**

§ 3.1 CONTRACTOR proposes to furnish all Work required by the Contract Documents for said Project.

§ 3.2 Bid pricing shall be enumerated on the included Bid Form

§ 3.3 All bids shall be quoted F.O.B. DESTINATION unless otherwise specified.

**ARTICLE 4 PAYMENTS**

**§ 4.1 PROGRESS PAYMENTS**

§ 4.1.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.2 Each Partial Application for Payment shall be accompanied by a Partial Lien Waiver and Certified Payroll for the billing period.

§ 4.1.3 Before the first Application for Payment, CONTRACTOR shall submit to the Owner a schedule of values allocated to various portions of the Work. Application for Payment shall be made on AIA forms G702 and G703 for Work completed in accordance with the schedule of values.

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

§ 4.1.5 All labor and materials shall be billed on a reimbursable expense basis at a multiple of one (1.00) times the expenses incurred. Applications for Payment shall be itemized for said expenses with a detailed description of each charge. Any expense not incurred on the Project shall not be billed by CONTRACTOR or paid by the Owner.

§ 4.1.6 Progress payments will be made within 30 days of receipt by Owner.

§ 4.1.7 If CONTRACTOR bills for entire Contract amount prior to Owner's final approval, five percent of the invoiced amount shall be withheld as retainage.

§ 4.1.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate the prime rate of interest per annum as determined by U.S. Bank.

§ 4.1.9 CONTRACTOR shall adhere and abide to 290 RSMo Wages, Hours & Dismissal Rights.

§ 4.1.10 The R-7 School District is offering electronic payment through our Visa Commercial Cards Program. A merchant services representative will provide guidance in setting up an account for Contractors and may be contacted at 816-986-1046.

## § 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to CONTRACTOR when CONTRACTOR has fully performed the Contract and upon receipt of the following information:

- .1 Final Lien Waiver; and
- .2 Warranty Documents, as required; and
- .3 Prevailing Wage Affidavit, PW-4; and
- .4 Consent of Surety for Final Payment, if applicable; and
- .5 Written certification to Owner from the manufacturers that no materials being used on the Project contain asbestos or lead

§ 4.2.2 The Owner's final payment to CONTRACTOR shall be made no later than 30 days after the issuance of invoice, if all final payment documents have been received.

## § 4.3 E-VERIFY

§ 4.3.1 Prior to commencement of the Work, CONTRACTOR shall provide to Owner a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal Work authorization program. Federal Work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. CONTRACTOR shall also provide Owner a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Contracted services.

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 BINDING DISPUTE RESOLUTION

§ 5.1.1 The method of resolution for any claim subject to binding dispute resolution shall be litigation in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The intent of the CONTRACT Documents is to include all items necessary for the proper execution and completion of the Work by the CONTRACTOR. The CONTRACT Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required to the extent consistent with the CONTRACT Documents and reasonably inferable from them as being necessary to produce the indicated results. The CONTRACT Documents are defined as:

- .1 Exhibit "A": RFP Document #2017-07
- .2 Exhibit "B": E-Verification Affidavit
- .3 Exhibit "C": Tax Exempt Certificate
- .4 Exhibit "D": Current Annual Wage Order
- .5 Exhibit "E": Compliance with the Prevailing Wage Affidavit, PW-4
- .6 Exhibit "F": Table of Contents, Drawings and Specifications

## ARTICLE 7 GENERAL CONDITIONS

### § 7.1 THE WORK

§ 7.1.1 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill CONTRACTOR's obligations. The Work shall constitute the whole

Project. The Work referred to in these documents includes but is not limited to delivery, unloading, uncrating, assembling, setting in place, leveling, adjustment, completely installing and cleaning up of any debris.

§ 7.1.2 Any details or practices not covered by these specifications or other Contract Documents shall be in full compliance with the manufacturer's recommended practices, with acceptable fire insurance requirements, and with local building codes.

## **§ 7.2 SCHEDULE**

§ 7.2.1 Except in such cases where the delivery and installation will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder, the successful bidder shall notify the District of the delays in advance of the delivery dates so that a revised delivery schedule can be negotiated.

§ 7.2.2 If the bidder experiences a back order of items from its manufacturer or distributor, the bidder shall ensure that such back orders are filled within twenty (20) calendar days from the date of the initial order. The successful bidder shall not invoice the District for back ordered items until such back orders are delivered and accepted by the District's authorized representative. It is understood and agreed that the District may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor and choose to cancel this contract.

## **ARTICLE 8 OWNER**

### **§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

§ 8.1.1 The Owner shall furnish all necessary existing controls drawings and mechanical specifications as needed which may be in Owner's possession.

### **§ 8.2 OWNER'S RIGHT TO STOP THE WORK**

§ 8.2.1 If CONTRACTOR fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of CONTRACTOR or any other person or entity.

### **§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

§ 8.3.1 If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses made necessary thereby, from the payment then or thereafter due CONTRACTOR.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 9.1.1 Execution of the Contract by CONTRACTOR is a representation that CONTRACTOR has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

### **§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 9.2.1 CONTRACTOR shall supervise and direct the Work, using CONTRACTOR's best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. All work shall be scheduled and coordinated through Owner's Representative.

§ 9.2.2 CONTRACTOR shall be responsible to the Owner for acts and omissions of CONTRACTOR's employees, Sub-Contractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of CONTRACTOR or any of its Sub-Contractors.

§ 9.2.3 CONTRACTOR shall be responsible for compliance, during the course of the Work, with any laws and regulations that are protective of the environment or human health and safety.

§ 9.2.4 CONTRACTOR, all Sub-Contractors, and delivery personnel associated with performing the Work of the Contract shall conduct themselves in accordance with all applicable Lee's Summit R-7 School District Board of

Education Policies while on the job site or any District property. Applicable policies include, but are not limited to, restriction of Tobacco, Drugs, Offensive Language, Weapons, and Sexual Harassment. Failure of a person to comply will be cause for his or her immediate dismissal from the Project. Noncompliance shall be considered a substantial breach of Contract.

§ 9.2.5 CONTRACTOR shall be responsible to investigate their own employees for Sex Offender Registration and assure that any employee with such record shall not visit or perform Work at any Lee's Summit School job sites or District property. Noncompliance shall be considered a substantial breach of Contract. The Owner reserves the right to have any such Sexual Offender removed from the site.

### **§ 9.3 LABOR AND MATERIALS**

§ 9.3.1 Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, telephone/communications equipment, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. 110 volt 20 amp electrical service required for Contractor's tools, equipment and lighting shall be furnished by the Owner at designated centers of distribution if available on site. All extensions from Owner's centers of distribution shall be furnished, installed and maintained by CONTRACTOR, including necessary fused switching equipment. All wiring, cables, extension cords, piping, hoses, valves, etc. shall be in accordance with applicable electrical codes and requirements.

§ 9.3.2 CONTRACTOR may make a substitution only with prior consent of the Owner. Contact Owner's representative for Substitution Request Form, which must be submitted no later than 3 days prior to beginning Work.

§ 9.3.3 CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturer's instructions.

### **§ 9.4 WARRANTY**

§ 9.4.1 CONTRACTOR warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. CONTRACTOR's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by CONTRACTOR, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§9.4.2 All CONTRACTOR and manufacturers' warranties shall commence on the date of install or Substantial Completion as defined by the Owner at each specific site whichever occurs the latest.

§9.4.3 CONTRACTOR shall provide an inclusive materials and labor warranty for all Work which shall commence on the date of install or Substantial Completion as defined by the Owner at each specific site whichever occurs the latest and shall be in effect for one calendar year.

§9.4.4 In the event a replacement product is necessary due to product failure, the Lee's Summit Facilities Department will work directly with the manufacturer under the applicable warranty coverage. A standard five (5) year warranty is preferred for the equipment purchase.

### **§ 9.5 TAXES**

§ 9.5.1 CONTRACTOR shall pay all taxes measured by the wages of its employees. CONTRACTOR shall indemnify and hold Owner harmless from all such taxes that are not paid by Contractor. The Owner is an organization exempt from sales tax under Missouri law. Contractor shall cooperate with the Owner and shall require all Sub-Contractors to cooperate with the Owner, in the purchase of materials, equipment and other items needed in connection with the performance of the Work (by following such procedures as may be instituted by the Owner) in order to take advantage of this exemption. The Owner acknowledges that because of the exemption, no amounts have been included in the Contract Sum on account of anticipated Missouri sales taxes.

§9.5.2 The Owner will furnish to CONTRACTOR, a sales tax exemption certificate from the State of Missouri for the construction of this Project that must be provided to all Sub-Contractors and material suppliers.



## **§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

**§ 9.6.1** If required, the General Building Permit for the Work will be issued by the AHJ (Authority Having Jurisdiction).

**§ 9.6.1.1** The Owner will submit Contract Documents to the AHJ to initiate the AHJ's review and approval for a building permit. The Owner shall pay for Building Permit expense.

**§ 9.6.1.2** CONTRACTOR shall be responsible for procuring the Building Permit as part of the Contract Requirements.

## **§ 9.7 SUBMITTALS**

**§ 9.7.1** Before starting Work at each site, CONTRACTOR shall review Project requirements and submit to the Owner, two bound copies of Controls Drawings, Sequence of Operations and Product Data submittals for each component required to complete the work. Submittals shall be in coordination with CONTRACTOR's construction schedule and in such sequence as to allow the Owner reasonable time for review. The submittals by CONTRACTOR represents to the Owner that CONTRACTOR has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. The Owner shall issue a site-specific Notice To Proceed after Submittals have been approved.

## **§ 9.8 CUTTING AND PATCHING**

**§ 9.8.1** CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

## **§ 9.9 CLEANING UP**

**§ 9.9.1** CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, CONTRACTOR shall remove waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery and surplus material from and about the Project.

## **§ 9.10 INDEMNIFICATION**

**§ 9.10.1** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the Owner, Consultants, if applicable, and agents and employees of any of them from and against Claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of CONTRACTOR, a Sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

**§ 9.10.2** In Claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a Sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CONTRACTOR or Sub-Contractor under Workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 CHANGES IN THE WORK**

**§ 10.1** By appropriate modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum being adjusted accordingly.

**§ 10.2** CONTRACTOR shall provide detailed labor and material cost breakdown for proposed changes.

**§ 10.3** Adjustments in the Contract Sum resulting from a change in the Work not identified in base Contract unit pricing shall be determined by mutual agreement of the parties. Pricing of changes in Scope of Work or

compensation for Claims shall be based on the percentages submitted by CONTRACTOR on the Bid Proposal form and as summarized below:

- .1 To Contractor for Work performed by his/her own forces: NTE 10% profit & overhead;
- .2 To Contractor for Work performed by other than his/her own forces: NTE 5% profit & overhead;

## **ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY**

### **§ 11.1 SAFETY PRECAUTIONS AND PROGRAMS**

§ 11.1.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of CONTRACTOR or CONTRACTOR's Sub-Contractors or Sub-Sub-Contractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 11.1.2 CONTRACTOR shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. CONTRACTOR shall promptly remedy damage and loss to property caused in whole or in part by CONTRACTOR, a Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which CONTRACTOR is responsible under this Section, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of CONTRACTOR. The foregoing obligations of CONTRACTOR are in addition to CONTRACTOR's obligations under Section 9.10.

### **§ 11.2 OSHA TRAINING**

§ 11.2.1 All of Contractors' on-site employees must complete the Program within 60 days of beginning Work on the Project.

§ 11.2.2 Any employee found on the Work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project.

§ 11.2.3 CONTRACTOR's failure to comply with these requirements will subject it to penalties. CONTRACTOR shall forfeit as a penalty to the Owner \$2,500.00 plus \$100.00 for each employee employed by CONTRACTOR or CONTRACTOR's Sub-Contractor, for each calendar day, or portion thereof, such employee is employed to do Work pursuant to this Contract without the required training. Said penalty shall not begin to accrue until the time period in 11.2.1 and 11.2.2. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Contract.

§ 11.2.4 CONTRACTOR shall require its Contracts with all Sub-Contractors to contain these provisions. CONTRACTOR shall be responsible for penalties to Owner due to any Sub-Contractor's employees' failure to be able to produce documentary evidence of training in the required Program. CONTRACTOR may withhold all sums necessary to cover any penalty Owner has withheld or been paid. CONTRACTOR may recover any penalties from Sub-Contractor by filing a lawsuit in the circuit court of the county in which the Project is located. CONTRACTOR shall have no right of recovery against Owner.

### **§ 11.3 HAZARDOUS MATERIALS**

§ 11.3.1 If CONTRACTOR encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by CONTRACTOR, CONTRACTOR shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and CONTRACTOR.

### **§ 11.4 LEAD PAINT**

§ 11.4.1 Beginning in April 2010, any renovation Work involving at least 6 square feet of painted surfaces in a room

for interior Projects; or more than 20 square feet for exterior Projects; performed in a "child-occupied facility" built before 1978; must be done by a properly certified firm or employee.

*Child-Occupied Facility Defined: A building or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least 2 different days within any week (Sunday through Saturday); Each day's visit must last at least 3 hours, combined weekly at least 6 hours, and combined annually at least 60 hours; Rules apply to common areas routinely used by children under 6, such as restrooms and cafeterias.*

*Renovation Work Broadly Defined: Any activity that disturbs painted surfaces and includes most repair, remodeling and maintenance activities; Window replacement will always be a covered activity regardless of size of painted surface disturbed.*

**ARTICLE 12 INSURANCE AND BONDS**

§ 12.1 CONTRACTOR shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from Claims under Workers' compensation acts and other employee benefit acts which are applicable, Claims for damages because of bodily injury, including death, and Claims for damages, other than to the Work itself, to property which may arise out of or result from CONTRACTOR's operations and completed operations under the Contract, whether such operations be by CONTRACTOR or by a Sub-Contractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include Contractual liability insurance applicable to CONTRACTOR's obligations under Section 9.10. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. CONTRACTOR shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner as additional insureds for Claims caused in whole or in part by CONTRACTOR's negligent acts or omissions during CONTRACTOR's operations; and (2) the Owner as an additional insured for Claims caused in whole or in part by CONTRACTOR's negligent acts or omissions during CONTRACTOR's completed operations.

**§ 12.1.1 INSURANCE REQUIREMENTS**

A. WORKMEN'S COMPENSATION	Applicable Federal, State Employer's Liability	Statutory \$500,000.00
B. COMPREHENSIVE GENERAL LIABILITY	Including Premises – Operations (including explosion, collapse and underground); Contractor's Protective Liability; Products and Completed Operations Bodily Injury & Property Damage	
	Each Occurrence	\$1,000,000.00
	General Ag \$1,000,000.00 Products & Completed Operations	\$1,000,000.00
	Note: Per Project Aggregate	
C. PERSONAL INJURY	Each Person Aggregate	\$1,000,000.00
	General Aggregate	\$1,000,000.00
D. Completed operation and Products Liability	shall be maintained for 2 years after final payment.	
E. COMPREHENSIVE AUTOMOBILE LIABILITY	Owned, Non-owned and Hired Combined Single Limit	\$1,000,000.00
F. Contractual Liability		\$1,000,000.00
G. UMBRELLA LIABILITY	Each Occurrence	\$2,000,000.00
	Aggregate	\$2,000,000.00
Note:	Waiver of subrogation applies to Worker's Compensation and General Comprehensive Liability.	

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

**§ 13.1 GOVERNING LAW**

**§ 13.1.1** The Contract shall be governed by the law of the State of Missouri.

**ARTICLE 14 TERMINATION OF THE CONTRACT**

**§ 14.1 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.1.1** The Owner may terminate the Contract if CONTRACTOR

- .1** repeatedly refuses or fails to supply enough properly skilled Workers or proper materials;
- .2** fails to make payment to Sub-Contractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Sub-Contractors;
- .3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.1.2** When any of the above reasons exists, the Owner, after giving CONTRACTOR seven days written notice, may terminate the Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR and may finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 14.2 TERMINATION BY THE OWNER FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. CONTRACTOR shall be entitled to receive payment for Work executed.

**§14.3** In the event of a termination for convenience, CONTRACTOR shall not be entitled to anticipated profit or anticipated overhead or any other claimed damages arising out of or resulting from the Owner's termination.

**Purchasing and Distribution Services**  
**702 SE 291 Highway**  
**Lee's Summit, MO 64063**  
**816-986-2420**  
**Email: bruce.gibson@lsr7.net**

**Bid Page**

Bidder must entirely complete the following sections, and Contract, sign and date where indicated. This agreement shall take effect upon the approval of the District's Purchasing Supervisor or designated representative or the Board of Education, if over \$100,000.00.

CONTRACTOR proposes to furnish all Work required by the Contract Documents for said Project, for the total Sum of:

Base Bid:

\_\_\_\_\_ (\$ \_\_\_\_\_)

<p>Cost #1 Unit price for One (1) Five Ton RTU - Equipment and Installation: _____</p>	<p>Cost #1a Unit price for One (1) Five Ton RTU - Equipment and Installation (Orders of 10 or more): _____</p>
<p>Cost #2 Unit price for One (1) Ten Ton RTU - Equipment and Installation: _____</p>	<p>Cost #2a Unit price for One (1) Ten Ton RTU - Equipment and Installation (Orders of 10 or more): _____</p>
<p>Cost #3 Unit price for One (1) Five Ton Split System - Equipment and Installation: _____</p>	<p>Cost #3a Unit price for One Five Ton Split System - Equipment and Installation (Orders of 10 or more): _____</p>

**Please State the Brand(s) of HVAC Equipment Quoted:** \_\_\_\_\_

1. ACCEPTANCE OF BID BY THE DISTRICT: The District shall have a minimum of 60 calendar days from the date of the opening to accept the bidder's offer.
2. District standard payment terms are Net 30 after receipt of invoice.

State any discount offered: \_\_\_\_\_

3. Response time/delivery and installation: \_\_\_\_\_, after receipt of order.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_

\_\_\_\_\_

Date

Authorized Signature

---

Telephone

---

Contact Email

**REFERENCES AND EXPERIENCE**

How many years has your firm been in business? \_\_\_\_\_ years

**List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.**

School District/Business \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_

Description of services performed and completion date \_\_\_\_\_

\_\_\_\_\_

School District/Business \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_

Description of services performed and completion date \_\_\_\_\_

\_\_\_\_\_

School District/Business \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_

Description of services performed and completion date \_\_\_\_\_

\_\_\_\_\_

**PERSONNEL QUALIFICATIONS**

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: \_\_\_\_\_ Number of Years: \_\_\_\_\_

Type of Experience: \_\_\_\_\_

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING



