



## **R-20/21-04**

### **Annual Painting Improvements**

Issue Date: 1/20/2021

Questions Deadline: 2/2/2021 04:00 PM (CT)

Response Deadline: 2/9/2021 02:00 PM (CT)

### **Contact Information**

Contact: Kent Andersen  
Address: 502 SE Transport Drive  
Lee's Summit, MO 64081  
Phone: (816) 986-2431  
Email: kent.andersen@lsr7.net

## Event Information

Number: R-20/21-04  
Title: Annual Painting Improvements  
Type: Request for Proposal  
Issue Date: 1/20/2021  
Question Deadline: 2/2/2021 04:00 PM (CT)  
Response Deadline: 2/9/2021 02:00 PM (CT)  
Notes:

The Lee's Summit R-VII School District is accepting Bids for Painting Improvements at various District sites. These improvements involve surface preparation and painting of classrooms, corridors, offices, and other interior and exterior spaces and items within District property. The District's intent is to use this bid to implement a multi-year painting capital improvements program. The scope of work will vary year to year based on prioritization and annual funding. Work performed during summer break shall be performed during typical daytime work hours. Work performed during the school year shall be after 4:00 PM, or on non-class days. A separate line item on the bid form will be used to identify the premium cost for the evening and weekend work if any. Unit pricing is included in the line items attachment.

Lee's Summit R-7 School District (or the "District") is requiring proposers to submit their proposals electronically. Electronic submission help eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Any proposal received later than the specified due date and time will be rejected. Lee's Summit R-7 School District will not accept proposals that are submitted via email or fax machine. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. It is the responsibility of all responders to review the entire proposal, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting a response.

It is the responsibility of interested firms to check <https://lsr7ebid.ionwave.net> for any addendums or notices of information prior to the opening date and time of this RFP.

All questions, requests for information or clarification pertaining to this bid must be submitted online through the Lee's Summit R-7 bidding system.

## Bid Attachments

### Sample Insurance Certificate.pdf

Exhibit "B": Sample Insurance Certificate

[Download](#)

### E-Verify-LSR7.pdf

Exhibit "D": E-Verification Affidavit

[Download](#)

### MO Tax Exemption Certificate.pdf

Exhibit "E": MO Tax Exemption Certificate

[Download](#)

### EXHIBIT F - Missouri Wage Order 27.pdf

EXHIBIT "F": Annual Wage Order 27

[Download](#)

## PW-4 Form.pdf

[Download](#)

Exhibit "G": Compliance with the Prevailing Wage Affidavit, PW-4

## EXHIBIT H - REFERENCES AND EXPERIENCE AND QUALIFICATIONS.pdf

[Download](#)

Exhibit "H" - References and Experience and Qualifications

## 2021 Painting Unit Prices.pdf

[Download](#)

2021 Painting Unit Prices

## R7 09910 PAINTING - 2021 RFP.pdf

[Download](#)

2021 Painting RFP Specifications

## Requested Attachments

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### Experience and Personnel Qualifications

*(Attachment required)*

### Other References

### Bid Bond

*(Attachment required)*

### E-Verify-LSR7

*(Attachment required)*

### PW-4 Form

*(Attachment required)*

### 2021 Painting Unit Prices

*(Attachment required)*

## Bid Attributes

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### 1 Introduction

The Lee's Summit R-VII School District is accepting Bids for Painting Improvements at various District sites. These improvements involve surface preparation and painting of classrooms, corridors, and offices. The District's intent is to use this bid to implement a multi-year painting capital improvements program. The scope of work will vary year to year based on prioritization and annual funding. Work performed during summer break shall be performed during normal daytime work hours. Work performed during the school year shall be after 4:00 PM, on non-school days, or weekends. A separate line item on the bid form will be used to identify the premium cost for the evening and weekend work, if any.

The cut-off date and time for questions is Tuesday, February 2, 2021 at 4:00 PM CDT. The Bid Opening is Tuesday, February 9, 2021 at 2:00 PM CDT. Projected start date for Annual Painting Improvements is Friday, February 26th, 2021 with substantial completion on or before February 25th, 2022.

## 2 Instructions to Respondants

1.1 All questions regarding this RFP shall be submitted online via the "Questions" tab of this bid opportunity. The District reserves the right to reject any and all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the District.

1.2 It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be submitted online via the "Questions" tab no later than 7 calendar days before the proposal is due to allow sufficient time for evaluation of questions, and dissemination of answers.

1.3 Changes to the specifications will not be allowed except by written addendum issued by the District through this online procurement system. Oral explanations or instructions given prior to award will not be binding.

1.4 The District reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the District. The District may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.

1.5 Inclusion of proposals that have added qualifications may be deemed non-compliant and not be considered.

I have read and understand.

*(Required: Check if applicable)*

## 3 Responding to Attributes

There are attributes, including this one, associated with this proposal. Some are notes and require no response, and others have a required response. **\*\*Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes\*\***

## 4 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

## 5 Communications Statement

Communications: All questions regarding this RFP shall be submitted online via the "Questions" tab of this bid opportunity. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The contractors will be responsible for checking the website for any posted addenda. Kent Andersen, Assistant Director of Design and Construction, LSR7 Facilities, will be the LSR7 District Representative during the proposal and evaluation period. Bidders may contact Kent at 816-986-2431 and kent.andersen@lsr7.net.

I have read and understand.

*(Required: Check if applicable)*

## 6 SELECTION PROCESS

The proposals will be evaluated by District personnel. Base Bid Amounts, and Contractor Qualifications are the criteria for contractor(s) selection. It is the District's intent to select one Contractor for the Work; however, multiple Contractors may be selected for the Work if deemed necessary from the responses received.

## 7 SPECIFIC REQUIREMENTS OF RFP:

2.1 Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R7 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, and service, and determined to be in the best interest of the District. The RFP 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 proposal that is in the best interest of the District.

2.2 The terms of this RFP shall remain in effect for at least one year from date of award. All prices MUST remain firm during that time period. In addition, there is the possibility of four (4) additional one-year renewal periods. If after one year, successful bidder requires an increase, contractor must request the increase in writing within ninety (90) days of the anniversary date to the Districts Purchasing Department. The District reserves the right to renew and extend the executed agreement pertaining to all prices, terms and conditions and specifications upon mutual agreement between the District and contractor(s) for an additional one (1) year period, but not to exceed three (4) additional one (1) year periods, for a total of five (5) years. Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.

2.3 Bid Security - ~~If the total amount of the accumulative Bid is more than \$50,000, the Bidder is required to furnish with their Bid a bid security in the form of a one-time bid bond underwritten by a company licensed to issue bonds in the State of Missouri and acceptable to the Lee's Summit R7 School District in an amount equal to at least 5% of the total amount of the Bid.~~ No bid security is required.

2.4 Bidders are expected to bid on the Contract Documents as published. No deviations from the Contract Documents will be allowed.

2.5 The successful respondent(s) must agree to accept the District's Purchase Order. These purchases are tax exempt.

**2.6 Response to RFPs must be uploaded to IonWave no later than 2:00 PM on Tuesday, February 9, 2021. Please note, registration with IonWave can take several hours, so do not wait until the day of the RFP closing to register and upload your proposal.**

2.7 The Lee's Summit R7 School District will review all proposal submissions with regards to pricing, product performance, and equipment features as applicable. The District plans to award the RFP within 30 days after the RFP opening.

## 8 No Deviations or Exceptions

Bidders are expected to bid on the items as listed in the Scope of Work. Deviations submitted with the Bid Package will not be allowed and may disqualify Bidders Proposal. The District reserves the right to determine the successful bidder and will make that decision based on the best interest of the District.

I have read and agree.

*(Required: Check if applicable)*

**9 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 When Work at a specific site is identified in the RFP, 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 & Payment Bonds shall be required on AIA form A312-2010 for all Work covered under this Contract where the cost of an individual Contract or Purchase Order exceeds \$50,000. Responder shall include the percentage markup for the Bond on the Unit Price list.

**§ 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 Statute, Division of Labor, Jackson County, Sections 290.230 to 290.340. The provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of \$75,000.00 or less.

**§ 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 current version of the International Building Code (IBC) in use by the Authority Having Jurisdiction 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.

I have read and agree.

*(Required: Check if applicable)*

**1**  
**0** **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.

I have read and agree.

*(Required: Check if applicable)*

**1**  
**1** **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 Unit Price Form

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

I have read and agree.

*(Required: Check if applicable)*

**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, broken down by individual work site. 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 Not Used

§ 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 prime rate of interest set forth in Missouri Revised Statute Section 34.057.

§ 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 with a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Contracted services.

I have read and agree.

*(Required: Check if applicable)*



**1 Article 5 - Dispute Resolution**

**3 § 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.

I have read and agree.

*(Required: Check if applicable)*

**1 Article 6 - Enumeration of Contract Documents**

**4** § 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": ~~Request For Proposal~~ Not Used
2. Exhibit "B": Sample Insurance Certificate
3. Exhibit "C": W-9 Form
4. Exhibit "D": E-Verification Affidavit
5. Exhibit "E": Tax Exempt Certificate
6. Exhibit "F": Current Annual Wage Order
7. Exhibit "G": Compliance with the Prevailing Wage Affidavit, PW-4
8. Exhibit "H": References and Experience, and Personnel Qualifications

I have read and agree.

*(Required: Check if applicable)*

**1 Article 7 - General Conditions**

**5 § 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 Bidder shall review product availability with manufacturer no later than one week after receipt of contract. If the bidder experiences a back order of items from its manufacturer or distributor, the bidder shall notify the Owner and Owners Representative immediately and provide updated schedule information for material delivery. 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. If the schedule implications from the manufacturer or supplier are unacceptable to Owner, the Contractor shall procure materials from other suppliers.

I have read and agree.

*(Required: Check if applicable)*

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## Article 8 - Owner

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

§ 8.1.1 The Owner shall furnish all necessary existing building drawings and 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.

I have read and agree.

*(Required: Check if applicable)*

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## 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, safety, 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, Vaping, 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. 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 7 days prior to the Proposal due date. No substitutions are allowed for Paint products. No substitutions will be allowed after bidding.

§ 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 years.

§9.4.4 Not Used

#### **§ 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 Contractor shall assist the Owner in submitting 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 Not Used.

#### **§ 9.7 SUBMITTALS**

§ 9.7.1 Before starting Work at each site, CONTRACTOR shall review Project requirements and submit to the Owner 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.

I have read and agree.  
(Required: Check if applicable)

## 1 Article 10 - Changes In 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 and mark up breakdowns 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 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;

I have read and agree.  
(Required: Check if applicable)

## 1 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.*

I have read and agree.  
*(Required: Check if applicable)*

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

Note: Waiver of subrogation applies to Worker's Compensation and General Comprehensive Liability.

I have read and agree.  
(Required: Check if applicable)

**2**  
**1** **Article 13 - Miscellaneous Provisions**  
**§ 13.1 GOVERNING LAW**  
§ 13.1.1 The Contract shall be governed by the law of the State of Missouri.  
 I have read and agree.  
*(Required: Check if applicable)*

**2**  
**2** **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.

§14.2.1 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.

I have read and agree.  
*(Required: Check if applicable)*

**2**  
**3** **References and Experience**  
Submit References and Experience on the included EXHIBIT "H" - REFERENCES AND EXPERIENCE, AND QUALIFICATIONS document. The document should be uploaded to the "Response Attachments" tab within the bid event.

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Contact Name
- Reference Contact's school district/business
- Reference address (street, city, state, zip)
- Reference phone number
- Reference email address
- Description of services performed and completion date

**2**  
**4** **Project Supervisor**  
Indicate the name of the person who will be supervising this project and the number of years of supervisory experience in similar work along with their qualifications and years of trade experience.

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*(Required: Maximum 1000 characters allowed)*



2  
5

## Personnel Qualifications

Bidders are REQUIRED to provide the Employee Name, Qualifications, and Years Experience/Training for each Employee 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 (5) years.

Submit Personnel Qualifications on the included EXHIBIT "H" - REFERENCES AND EXPERIENCE, AND QUALIFICATIONS document. The document should be uploaded to the "Response Attachments" tab within the bid event.

I have read and agree.

*(Required: Check if applicable)*

## Supplier Information

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Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*