FORMAL BID –
REQUEST FOR APPROVAL

Title of Bid: Pet Adoption Center Procurement and Installation of Rooftop HVAC Unit Bid #: 20-070

Dept.: Facilities Management Contact Person: Christine Ramsdell Ext.: 7339

Description (product/service, justification and use):

This project includes a complete replacement of a make-up air unit and rooftop package unit at Pet Adoption Center serving the cat kennels and puppy adoption areas. The current units were installed in 1999 when the building was constructed and are at their end of life. The bid included removal of existing roof mounted equipment for the cat and puppy kennels and installing two new make-up air units with energy recovery ventilators. These units will bring in 100% outside air and exhaust 100% of inside air, with air exchange rate of 10 times per hour, as recommended by Association of Shelter Veterinarians indicated in the attached document. The bid includes the engineered design for a fully functioning system that will be integrated into the existing building management system that is currently installed in the building. The existing duct work serving the kennel spaces shall remain as is, the bidder has included a new insulated roof curb adapter to adapt the new package rooftop unit utilizing the existing curb opening. The existing exhaust curb will be reused to set the new unit.

Four bidders were present at the mandatory pre-bid meeting with only one bidder providing a proposal at bid opening. Murphy Company was also the successful bidder when we replaced the make-up air units and rooftop packages serving Kennels A & B in 2018. We are confident in their ability to provide a successful product.

The total cost of the project came in less than the approved budget of $340,000. We are currently assessing the possibility of Ameren rebates if they are available for the aged out units.

Award to: Murphy Company Location: St Louis, MO 63132

Price: $299,145.00 Contract term (if applicable):

Bid opening held on: 5/21/2020 Opened by: Kurt Mandernach

Account number to be charged for purchase: 3019800-47709 UHVAC

If bid was not awarded to lowest bidder, please explain:

If paying with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Bid #: 20-070

Additional Bids Received

The following additional bids were received:

Vendor: Rock Hill Mechanical
Location: Kirkwood, MO 63122
Meets all specifications: □ Yes □ No
Price: No Response

Vendor: Nooter Construction
Location: St. Louis, MO 63104
Meets all specifications: □ Yes □ No
Price: No Response

Vendor: Haberberger Mechanical
Location: St. Louis, MO 63123
Meets all specifications: □ Yes □ No
Price: No Response

Vendor:
Location:
Meets all specifications: □ Yes □ No
Price:

Vendor:
Location:
Meets all specifications: □ Yes □ No
Price:

Vendor:
Location:
Meets all specifications: □ Yes □ No
Price:

Vendor:
Location:
Meets all specifications: □ Yes □ No
Price:

Vendor:
Location:
Meets all specifications: □ Yes □ No
Price:

For each vendor that doesn’t meet specifications, please explain why:

Vendor:
Vendor:

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Department Director/Elected Official Signature
5/26/2020
Date

Approval or Concurrence of Director of Finance
6-30-21
Date

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.
CONTRACTOR’S AGREEMENT FOR
PET ADOPTION RTU REPLACEMENT PROJECT
BID #20-070

This agreement made as of the 30 day of June in the year 2020

Between the Owner: St. Charles County
201 North Second Street
St. Charles, MO 63301
636-949-7900

And the Contractor: Murphy Company
Conrad Phillips
1233 N. Price Road
St Louis, MO 63132
314-997-6600

Now therefore, CONTRACTOR and COUNTY, in consideration of mutual covenant herein set forth, agree as follows:

ARTICLE 1. CONTRACT PRICE

COUNTY shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the quantity of that item as indicated in CONTRACTOR’S Bid, for the total amount of Two Hundred Ninety-Nine, One Hundred Forty-Five Dollars ($299,145.00).

ARTICLE 2. SCOPE OF THE WORK

The scope of the work is described in the Bid Specifications and Contract Documents, including without limitation the Bid #20-070 Form, which are incorporated herein by this reference.

ARTICLE 3. TIME OF COMPLETION

CONTRACTOR shall commence operations upon receiving the written Notice to Proceed from COUNTY and at such time to complete the contract work within the time indicated below. Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies. The project shall be fully complete within Twenty (20) weeks of COUNTY’s Notice to Proceed.

The time of completion is an essential condition of this Contract.

ARTICLE 4. PAY QUANTITIES AND UNIT PRICES

COUNTY shall pay the CONTRACTOR for all work done on the basis of the pricing set forth in the Bid Form for all work acceptably completed in accordance with the Contract Documents.
ARTICLE 5. PROGRESS PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment monthly according to the “General Requirements” section entitled “Progress Payments”. Applications for Payment will be processed by COUNTY. COUNTY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Applications for Payment as approved by the COUNTY. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, and in the case of Unit Price Work based on the number of units completed. No progress payments will be made if the CONTRACTOR does not have a current progress schedule accepted by the COUNTY and/or CONTRACTOR has not provided or COUNTY has not approved any required Conditional Waiver and Release on Progress Payment.

ARTICLE 6. FINAL PAYMENT AND ACCEPTANCE

When all work provided for under this contract has been completed in conformance with the Bid Specifications and Contract Documents, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, a final cost estimate shall be prepared by CONTRACTOR and approved by COUNTY and filed with COUNTY and with CONTRACTOR within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

ARTICLE 7. THE CONTRACT DOCUMENTS

Up to four (4) full sets of drawings and two (2) full sets of Contract Documents will be provided to CONTRACTOR by COUNTY at no cost to CONTRACTOR. CONTRACTOR may purchase additional sets at the printing cost plus ten percent (10%) for handling.

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the work consist of the following:

a. This Agreement.
b. Exhibits to this Agreement, including the General Requirements.
c. Performance and Payment Bonds.
d. Notice of Award.
e. Notice to Proceed.
f. COUNTY’s Request for Bid No. 20-070 and Specifications for the project including the drawings set forth therein, and Addendum #1.
g. CONTRACTOR’s Proposal Response in response to Request for Bid No. 20-070 and Bid Form.
h. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

There are no Contract Documents other than those listed in this Article. The Contract Documents may be amended, modified, or supplemented only in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive. The requirements of the Contract Documents may be supplemented, and minor variations and
deviations in the Work may be authorized, by a Field Order, or COUNTY’S written interpretation or clarification. In the event of a conflict between this Agreement and the other Contract Documents, this Agreement shall control.

ARTICLE 8. RATES OF PAY

CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to COUNTY one hundred dollars ($100) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him.

ARTICLE 9. PERFORMANCE OF THE WORK

CONTRACTOR, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable County ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 40% of the total original contract.

ARTICLE 10. SUPERVISION

CONTRACTOR shall supervise and direct the work, using CONTRACTOR’S best skill and attention. CONTRACTOR shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract, unless Contract Documents give other specific instructions concerning those matters.

ARTICLE 11. SAFETY

COUNTY and any consulting engineer hired by the COUNTY may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by CONTRACTOR and responded to in writing. No opinion or instructions will be given to CONTRACTOR on safety.

CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, means, methods, techniques, sequences and procedures.

CONTRACTOR shall comply with all requirements of Section 292.675 RSMo., as amended, which is incorporated herein by this reference. Said statute relates to the OSHA Construction Safety Program. COUNTY hereby notifies CONTRACTOR that the penalties for failure to comply with the training and all other requirements set forth in said statute include the forfeiture of penalties to COUNTY of two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by CONTRACTOR or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

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ARTICLE 12. INDEMNITY

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, any consulting engineer hired by the COUNTY, their consultants, 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, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of CONTRACTOR, a subcontractor, or 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 Article.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of CONTRACTOR under this Article shall not extend to the liability of COUNTY, the COUNTY'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by COUNTY, COUNTY'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE 13. TERMINATION BY COUNTY OR CONTRACTOR

(a) If CONTRACTOR is adjudged to be bankrupt, or if CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of CONTRACTOR's insolvency, or if CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the project schedule, or if CONTRACTOR fails to make prompt payment to subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of COUNTY, or otherwise breaches any provision of the Contract Documents, COUNTY may, without prejudice to any other right or remedy, terminate the contract by giving written notice to CONTRACTOR and his surety. Upon such notification COUNTY shall be entitled to take possession of the work and of all materials and equipment thereon and finish the work by whatever method COUNTY may deem expedient, which may include, but is not limited to, COUNTY itself completing the work or COUNTY hiring others to complete said work. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expenses of finishing the work, including additional engineering, architectural, managerial and administrative expenses, such excess shall be paid to CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Price, CONTRACTOR shall
pay the difference to COUNTY promptly upon demand. In the event of termination pursuant to
this paragraph, CONTRACTOR, upon the request of COUNTY, shall promptly:
   i. assign to the COUNTY in the manner and to the extent directed by COUNTY all right,
title and interest of the CONTRACTOR under any subcontracts, purchase orders and
construction equipment leases to which CONTRACTOR is a party and which relate to
the work or to construction equipment required therefore, and
   ii. make available to COUNTY to the extent directed by COUNTY all construction
equipment owned by CONTRACTOR and employed in connection with the work.

(b) Performance of the work hereunder may be terminated by COUNTY by giving three (3) days
prior written notice to CONTRACTOR if COUNTY, in its sole discretion, decides to discontinue
or suspend the work. In the event of such termination, as opposed to termination pursuant to
paragraph (a) of this Article 13, the Contract Price shall be reduced in an equitable manner by
agreement between the parties.

ARTICLE 14. AUDIT CLAUSE

Examination of Records

CONTRACTOR’s records which shall include, but not be limited to, accounting records (hard
copy, as well as computer readable data), written policies and procedures, subcontractor files,
indirect cost records, overhead allocation records, correspondence, instructions, drawings,
receipts, vouchers, memoranda, and any other data relating to this contract shall be open to
inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized
representative from the COUNTY, at the COUNTY’s expense. The CONTRACTOR shall
preserve all such records for a period of three years, unless permission to destroy them is
granted by the COUNTY, or for such longer period as may be required by law, after the final
payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (Chapter 610,
RSMo), information regarding CONTRACTOR’s operations obtained during audits will be kept
confidential. CONTRACTOR shall require all subcontractors under this contract to comply with
the provisions of this Article by including the requirements herein in written contracts with said
subcontractors.

ARTICLE 15. CHOICE OF LAW; VENUE.

The Contract Documents shall be governed by and construed in accordance with the laws of the
State of Missouri. Venue for any legal action in connection with the Contract Documents shall
lie in the Circuit Court of St. Charles County, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

CONTRACTOR

By: [Signature]  Date: 06/17/2020

Name (printed): CONRAD PHILLIP

Title: V.P. COMMERCIAL

NOTARY:

Subscribed and sworn to before me this 17th day of JUNE, 2020. I am commissioned as a notary public within the County of St. Louis, State of Missouri, and my commission expires on 4/17/24.

Signature of Notary: [Signature]  Date: 6/17/20

Notary seal:

[Seal]

Initial: [Initial]
ST. CHARLES COUNTY, MISSOURI

By: ___________________________ Date: ______________

Steve Ehlmann, County Executive

ATTESTED BY:

______________________________
County Registrar

CERTIFICATE OF FINANCE DIRECTOR

I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

______________________________
Bob Schnur, Finance Director
GENERAL REQUIREMENTS

1. SUMMARY OF WORK

The work to be performed under this Contract is summarized as follows: Replacement of make-up air handlers serving the cat kennel and puppy kennel and adoption space. The complete scope of work is as set forth in Article 2 of the Agreement. Sections of these General Requirements that contain a box following the section title are only applicable to this project if the box has been checked.

2. GENERAL

COUNTY reserves the right to add or reduce any quantity of all contract bid items at the contract unit price for that item.

3. DRAWINGS

Drawings are included in the Bid Specifications. These drawings and specifications are intended to be so coordinated that any work included in one and not in the other, shall be executed as if included in both.

All work contemplated and described in the Bid Specifications shall be carried out in accordance with the general and detail drawings made a part thereof and with such additional detail drawings and directions as may be given from time to time during the progress of the work. On all drawings, computed dimensions shall take precedence over measurements by scale and full-sized details over scale drawings.

CONTRACTOR shall maintain a record set of drawings at the site and mark thereon any changes as the work proceeds. These drawings shall indicate the vertical and horizontal location of improvements in plan and profile view.

Upon completion of the work, these “as-built” changes shall be transferred, with changes clearly identified, onto blueprint drawings which will be furnished to COUNTY. These “as-built” drawings, certified by a Land Surveyor or Engineer registered in the State of Missouri, shall be delivered to COUNTY for its review and approval prior to final payment.

4. INSURANCE

CONTRACTOR shall maintain all required insurance and provide required certificates in accordance with the insurance requirements listed in the Request for Bid and/or Bid Specifications.

5. PERFORMANCE BOND

In accordance with the insurance requirements listed in the Request for Bid and/or Bid Specifications, a bond will be required for the full amount of the contract price with a surety company, conditioned for the faithful performance of this contract and the guarantee of the

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work. Both Contract and bond shall be executed in quadruplicate and in a form acceptable to COUNTY. The cost of the performance bond shall be incidental to the price bid.

6. PAYMENT AND MATERIALS BOND

In accordance with the insurance requirements listed in the Request for Bid and/or Bid Specifications, a bond will be required for the full amount (100 percent Labor and Material) of the Contract Price with a surety company. The bond shall be executed in quadruplicate and in a form acceptable to COUNTY. The cost of the payment and materials bond shall be incidental to the price bid.

7. REFERENCE STANDARDS

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of COUNTY, CONTRACTOR, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's Consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work.

8. LIQUIDATED DAMAGES

Liquidated Damages of $1,000.00 dollars per day for late delivery of project will be enforced after date established by contract, as adjusted by change orders.

9. COORDINATION WITH OTHER CONTRACTORS

There is a possibility that other contractors may be working in the vicinity during the performance of this contract. CONTRACTOR shall inform himself fully of the conditions relating to performance and labor under which the work will be or is now being performed, and CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other contractor. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

10. SHOP DRAWINGS

In all cases where details or shop drawings are required, CONTRACTOR shall submit copies of such drawings to COUNTY for review before any of the work is begun. Should extensive changes be necessary, corrected drawings shall be submitted for final review. CONTRACTOR shall thoroughly review the shop drawings for compliance with the Contract Documents before submitting them to COUNTY. The shop drawings shall be stamped "reviewed" by

[Signature] Initial
CONTRACTOR before submitting them to COUNTY. When it is required to submit material or equipment, shop drawings, manufacturer’s brochures, or samples for review, said submittals are to be made to COUNTY through the general CONTRACTOR.

Each item submitted for approval must be identified by reference to specification paragraph number and/or plan drawing number.

If the item described or submitted is not exactly as specified by the plans and/or specifications, the procedure shall be as follows:

With the submittal, CONTRACTOR shall state in writing that the item is not exactly as specified by the plans and/or specifications and shall state the difference. COUNTY will then evaluate the submittal and will transmit the accepted or rejected submittal to CONTRACTOR.

When substitutions for the specified items are approved, the submitting CONTRACTOR will be responsible for all costs incurred due to the changes from plans and/or specifications. This includes additional design costs, material and equipment costs and any appurtenant cost that may be incurred by other trades.

COUNTY and/or any consulting engineer hired by COUNTY will not be responsible for errors in the shop drawings which their examination and scrutiny may have failed to detect, and CONTRACTOR shall be absolutely responsible for the correctness of the drawings furnished by it or its subcontractors.

11. RIGHTS-OF-WAY □

All improvements will be performed within land owned by COUNTY and the public right-of-way shown on the plans.

Upon completion of the contract work, CONTRACTOR shall restore, without additional cost to COUNTY, all improvements within the vicinity of the Animal Control Facility and right-of-way to substantially the same conditions as they were at the commencement of the work, unless otherwise noted. At project closeout, COUNTY will ensure the conditions of areas located outside of the construction area and existing right-of-way were not damaged, and if damaged were repaired to the same as at the commencement of the work. Non-approval can result in the withholding of final payment.

All costs resulting from the maintenance or improvement of areas outside the construction limits depicted on the plans – such as incidental grading, and the repair of improvements damaged by CONTRACTOR – shall be borne by CONTRACTOR.

12. INSPECTIONS

CONTRACTOR shall assure that representatives of COUNTY shall have the privilege of inspecting and reviewing work done by CONTRACTOR or his subcontractors on this project.

CONTRACTOR shall also assure that all of his subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to cost incurred in connection with the Contract and make such materials available at such CONTRACTOR’s office at all reasonable times during the contract period.

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13. LABOR POSTINGS

All information as required by state and/or federal wage/labor laws shall be posted by CONTRACTOR on the job site.

14. CONFLICT WITH PERSONNEL

If a conflict between personnel of CONTRACTOR and COUNTY escalates to the point that it hinders the progress of the work and cannot be settled amicably, CONTRACTOR's personnel involved in the conflict shall be removed from the project.

A personnel conflict shall not give cause for CONTRACTOR to terminate this contract nor to pull off employees from active job sites. If CONTRACTOR withdraws crews, COUNTY may, in its sole discretion, consider the contract to be terminated under the provisions of Article 13 of the Agreement. If COUNTY so determines, notices shall be given as set forth therein.

15. EROSION CONTROL MEASURES

CONTRACTOR will provide as a part of the construction plans an Erosion Control Plan, providing for adequate erosion control and sediment features in accordance with any local, state and federal regulations, including without limitation the St. Charles County Erosion Control and Sediment Guidelines. CONTRACTOR shall submit the proposed Erosion Control Plan to COUNTY for approval prior to the start of construction. CONTRACTOR shall be responsible for maintaining compliance with the Erosion Control Plan until the project is acceptably completed.

16. PROGRESS SCHEDULE

CONTRACTOR shall, prior to or at the preconstruction meeting, prepare and submit to COUNTY for approval a detailed schedule of all operations showing the following:
1. The anticipated time of commencing and completion of various operations to be performed under this contract.
2. The estimated time required for fabrication and/or delivery of all materials and equipment required for the work.
3. Utilities relocations by others and how it affects CONTRACTOR schedules.

COUNTY may require CONTRACTOR to adjust his plan, equipment or construction forces, if progress falls behind the approved schedule such that completion within the specified time appears doubtful.

CONTRACTOR must update the progress schedule and resubmit to COUNTY for acceptance anytime work falls behind the current accepted schedule.

17. PROGRESS REPORTS

CONTRACTOR shall submit progress reports on a monthly basis beginning the first Friday after award of the project and continuing through closeout of the project. The reports shall briefly describe work accomplished during the time period and projected work for the next time period. They shall indicate the project number, and the days CONTRACTOR was unable to work due to
conditions beyond his control (list specific reason, i.e. rain, cold, etc.). They shall be in a neat, legible form and submitted to the COUNTY (four copies).

18. PROGRESS PAYMENTS

CONTRACTOR shall submit original signed monthly pay requests to COUNTY by the tenth of the month. Such pay requests shall include for approval by COUNTY a ‘Conditional Waiver and Release on Progress Payment’ to waive and release any lien, stop payment notice, and/or payment bond rights which any supplier or subcontractor of CONTRACTOR may have for labor or services provided or material delivered to CONTRACTOR for the project. Payment will be made by the first of the next month. The pay request will reflect the following changes and totals made on past invoices for:

- Contract Amount
- Total Change Order amounts
- Pay Item quantities of work completed that month
- Additional pay items
- Previously paid invoices
- Total retainage to date
- Total amount due this pay request

A retainage of five percent (5%) shall be withheld from each partial payment. It will be returned when COUNTY accepts the project as complete.

First payment will not be made until the following items have been approved by COUNTY.

- Project Schedule (if applicable)
- Erosion Control Plan (if applicable)
- Conditional Waiver and Release on Progress Payment

Subsequent progress payments will be suspended unless CONTRACTOR’s project schedule is up to date and acceptable to COUNTY, weekly payroll statements of compliance are current, and COUNTY has approved any applicable Conditional Waiver and Release on Progress Payment.

19. HOURS OF WORK

During central standard time, all work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. CST Monday through Friday and between 7:30 a.m. and 5:00 p.m. CST on Saturday. During central daylight savings time, all work is to be accomplished between the hours of 6:30 a.m. and 6:00 p.m. CST Monday through Friday and between 7:30 a.m. and 5:00 p.m. CST on Saturday.

CONTRACTOR shall notify COUNTY no less than 48 hours in advance of any work scheduled to be done on Saturday. No work shall be performed on Sunday. Work outside of these hours, including incidentals, can only be done following a written request to and subsequent written approval from COUNTY.
20. PROTECTION DURING CONSTRUCTION

During the progress of the work, CONTRACTOR shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage caused by others and utilities, shall be properly repaired and/or replaced at CONTRACTOR'S expense to the satisfaction of COUNTY.

CONTRACTOR is also responsible for any repair and/or maintenance required throughout the project from Notice to Proceed until final acceptance.

21. CLEANING UP

CONTRACTOR shall have all rubbish and debris removed from the premises from time to time as directed by COUNTY. Upon the completion of the work, the premises shall be left in a neat and presentable condition.

22. TEMPORARY FACILITIES

Temporary Toilet For Workmen -- CONTRACTOR shall provide temporary toilet facilities conforming to requirements of all Health and Sanitation Codes for use by workmen employed on the project. The location of the toilet shall be as directed by COUNTY and the facilities shall be kept in a clean, sanitary condition at all times. The cost for the temporary toilet shall be included in the bid price for other work.

Temporary Light and Power -- CONTRACTOR shall provide and pay all charges for temporary light and power as required for the work.

Temporary Water -- CONTRACTOR shall provide and pay for temporary water service as required for the work, including that required for the construction washoff pad.

Temporary Field Office -- CONTRACTOR may provide and maintain a temporary field office for his use. COUNTY shall approve the location of the proposed office. No direct payment will be made for this work.

23. HAULING OVER STREETS

All streets over which hauling is performed shall be kept reasonably clean of spilled or tracked on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public.

CONTRACTOR will be required to secure from the proper City, County, and State authority any permits which may be required to haul over city, County or State streets, and any hauling operation shall be subject to the requirements of such permits and to any applicable City, County or State regulations and ordinances governing hauling and the movement of equipment over said city, County, or State streets. CONTRACTOR is reminded that they must follow posted weight limits for bridges.

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24. PROJECT SURVEYS

All survey staking will be at the sole cost of CONTRACTOR at no additional cost to COUNTY. Stakeout and as-built information will be used to verify actual earthwork quantities. Five (5) business days notification shall be given to COUNTY, or to a consulting engineer hired by the County if so directed, prior to stakeout.

25. PROJECT SUBMITTALS AND CLOSEOUT

25.1 Although not an all-inclusive list, the following submittals shall be required by CONTRACTOR prior to the start of construction:

- Bid Guaranty Submitted:
- Contract Agreement Submitted:
- Performance Bond Submitted:
- Payment & Materials Bond Submitted:
- Certificate of Insurance Submitted:
- Preliminary Work Schedule Submitted:
- List of Desired Substitutions Submitted:
- List of Subcontractors Submitted:
- List of Suppliers Submitted:

25.2 The following documents are required from CONTRACTOR to make Final Payment:

- Prevailing Wage Affidavit (Prime & subcontractors) Submitted:
- Contractor’s Certification Regarding Settlement of Claims (Prime) Submitted:
- Contractor’s Final Lien Waiver (Prime) Submitted:
- Contractor’s Final Lien Waiver (Subcontractor(s)) Submitted:
- Contractor’s Final Lien Waiver (Supplier) Submitted:
- Contractor’s Final Pay Invoice (Prime) Submitted:

25.3 CONTRACTOR shall close out the project in the following manner or as otherwise directed by COUNTY:

- Final inspection and approval by COUNTY.
- Any claim from his subcontractors, utilities, or adjacent property owners must be cleared.
- Final inspection and approval from all State and County agencies involved in the project.
- CONTRACTOR shall supply as-built markups, if required, on a clean set of drawings.
- CONTRACTOR, including all subcontractors, shall supply final lien waivers for all material, labor and equipment with final pay request.

26. WORK IN EXISTING DRAINAGE AREA

The attention of CONTRACTOR is directed to the fact that the site of the work conveys overland and/or piped storm water drainage. CONTRACTOR shall inform himself fully, of the conditions relating to the construction and labor under which work will be performed. CONTRACTOR shall employ as far as possible such methods and means in carrying out his work as not to cause any interruptions or interference to the flow of storm water. CONTRACTOR shall take special care to
prevent the obstruction of the existing or new storm water facilities. In addition, all debris and material that could cause obstruction to downstream culverts, if a storm were to occur, must be removed immediately. All excavation shall be planned and executed in a manner to minimize the duration of exposure of unprotected soils. All borrow areas and embankments shall be managed to prevent sediment from entering nearby water or land. Disturbed areas shall be restored with permanent vegetative diversion, or siltation retention facilities shall be provided to protect water courses.

27. FINGERPRINTING AND BACKGROUND CHECKS

Prior to starting any work on this Agreement, the Consultant/Contractor shall comply with all federal, state and local law applicable to fingerprinting and background checks requirement on all personnel, including the Consultant/Contractor’s employees, contractors, subcontractors and other agents, who will perform work at any of the County Sites and/or have access to the County’s Information Systems Network, as follows:

(A) The Consultant/Contractor shall provide to the County proof that the Consultant/Contractor is registered with the State of Missouri Highway Patrol Information Security Unit; or

(B) The County shall perform its own fingerprinting and background checks on all of Consultant/Contractor’s personnel, employees, contractors and subcontractors the Consultant/Contractor shall assign to the performance of this Agreement, and the County shall have the right, in its sole discretion, to refuse any Consultant/Contractor personnel access to any County Site and/or County’s Information Systems Network in light of the results of the background check performed as provided in this paragraph; or

(C) The County may, in its sole discretion, permit Consultant/Contractor’s remote access to the County’s Information Systems Network for privileged functions only for compelling operational needs by means of virtual escorting around privileged functions.
Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**TRANE Commercial Rooftop Air Conditioning Units (Qty: 6)**

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTU-5A-01</td>
<td>1</td>
<td>5 Ton Packaged Horizon Rooftop Unit</td>
<td>OABD060</td>
</tr>
<tr>
<td>RTU-5E-01</td>
<td>1</td>
<td>5 Ton Packaged Horizon Rooftop Unit</td>
<td>OABD060</td>
</tr>
<tr>
<td>RTU-6C-01</td>
<td>1</td>
<td>70 Ton Packaged Horizon Rooftop Unit</td>
<td>OANG070</td>
</tr>
<tr>
<td>RTU-6C-02</td>
<td>1</td>
<td>20 Ton Packaged Horizon Rooftop Unit</td>
<td>OAGD240</td>
</tr>
<tr>
<td>RTU-7A-01</td>
<td>1</td>
<td>50 Ton Packaged Horizon Rooftop Unit</td>
<td>OANG050</td>
</tr>
<tr>
<td>RTU-7B-01</td>
<td>1</td>
<td>130 Ton Packaged Industrial Rooftop</td>
<td>SFHJ1304</td>
</tr>
</tbody>
</table>

**Product Data**
- DX Cooling, natural gas heat
- 2" Foam Injected Double Wall Construction
- R13 Insulation (all units except RTU-7B-02 which include R8 insulation)
- Digital Scroll (Variable Capacity) Compressor
- Modulating Indirect Fired Natural Gas Heat (stainless steel heat exchanger)
- Single Point Power - 460/60/3
- Direct Drive Plenum Supply Fan
- Stainless Steel Drain Pan
- 0-100% Economizer with barometric relief
- CO2 Demand Control Ventilation
- 2" MERV 8 pleated media filters (4 sets provided)
- Hinged Access Doors
- Non-fused Disconnect switch with powered convenience outlet
- Condenser coil Hall guards
- BACnet DDC Controls
- Smoke Detectors
- Factory Startup
- Vibration Isolation Roof Curb w/ liner (Field Installed)
- 2 Year Whole Unit Parts and Labor Warranty
- 5 Year Replacement Compressor Warranty (Parts Only)
- 10 Year Replacement Heat Exchanger Warranty (Parts Only)
### TRANE Packaged Make Up Air Unit (Qty: 1)

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAU-7B-01</td>
<td>1</td>
<td>50 Ton Packaged Horizon Dedicated Outside Air Unit</td>
<td>OANG050</td>
</tr>
</tbody>
</table>

**Product Data**
- DX Cooling, natural gas heat
- 2" Foam Injected Double Wall Construction – R13 Insulation
- Digital Scroll (Variable Capacity) Compressor
- Modulating Indirect Fired Natural Gas Heat (stainless steel heat exchanger)
- Single Point Power - 460/60/3
- Direct Drive Plenum Supply Fan
- Stainless Steel Drain Pan
- 100% Outside Air configuration (two position OA damper)
- 2" MERV 8 pleated media filters (4 sets provided)
- 4" MERV 13 cartridge filters (4 sets provided)
- Hinged Access Doors
- Non-fused Disconnect switch with powered convenience outlet
- Condenser coil Hail guards
- BACnet DDC Controls
- Smoke Detectors
- Factory Startup
- 14" Tall Standard Flat Roof Curb w/ liner (Field Installed)
- 2 Year Whole Unit Parts and Labor Warranty
- 5 Year Replacement Compressor Warranty (Parts Only)
- 10 Year Replacement Heat Exchanger Warranty (Parts Only)

### TRANE Energy Recovery Ventilator (Qty: 2)

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERV-6B-01</td>
<td>1</td>
<td>35 Ton Packaged Horizon Energy Recovery Unit</td>
<td>OAND420</td>
</tr>
<tr>
<td>ERV-6D-01</td>
<td>1</td>
<td>30 Ton Packaged Horizon Energy Recovery Unit</td>
<td>OAKD360</td>
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</tbody>
</table>

**Product Data**
- DX Cooling, natural gas heat
- 2" Foam Injected Double Wall Construction – R13 Insulation
- Digital Scroll (Variable Capacity) Compressor
- Modulating Indirect Fired Natural Gas Heat (stainless steel heat exchanger)
- Single Point Power - 460/60/3
- Direct Drive Plenum Supply Fan
- Stainless Steel Drain Pan
- 100% Outside Air configuration (two position OA & RA dampers)
- Energy Recovery Wheel with Frost Control
- Modulating Hot Gas Reheat
- 4" MERV 13 filters (4 sets provided)
- Hinged Access Doors
- Non-fused Disconnect switch with powered convenience outlet
- Condenser coil Hail guards
- BACnet DDC Controls
- Smoke Detectors
- Factory Startup
- 14" Tall Standard Flat Roof Curb w/ liner (Field Installed)
- 2 Year Whole Unit Parts and Labor Warranty
- 5 Year Replacement Compressor Warranty (Parts Only)
- 10 Year Replacement Heat Exchanger Warranty (Parts Only)
TRANE Indoor Blower Coil Units (Qty: 14)

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
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</thead>
<tbody>
<tr>
<td>BCU-1B-01, BCU-1B-02</td>
<td>2</td>
<td>BCXD Blower Coil Air Handling Unit</td>
<td>BCHD054</td>
</tr>
<tr>
<td>BCU-1C-01</td>
<td>1</td>
<td>BCXD Blower Coil Air Handling Unit</td>
<td>BCHD054</td>
</tr>
<tr>
<td>BCU-1C-02, BCU-1C-03</td>
<td>2</td>
<td>Performance Climate Changer AHU</td>
<td>UCCAG17</td>
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<tr>
<td>BCU-2A-01</td>
<td>1</td>
<td>BCXD Blower Coil Air Handling Unit</td>
<td>BCHD054</td>
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<tr>
<td>BCU-2B-01</td>
<td>1</td>
<td>BCXD Blower Coil Air Handling Unit</td>
<td>BCHD090</td>
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<tr>
<td>BCU-2C-01</td>
<td>1</td>
<td>Performance Climate Changer AHU</td>
<td>UCCAG12</td>
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<tr>
<td>BCU-4C-01</td>
<td>1</td>
<td>Performance Climate Changer AHU</td>
<td>UCCAG10</td>
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<tr>
<td>BCU-5B-01, BCU-5D-01</td>
<td>2</td>
<td>BCXD Blower Coil Air Handling Unit</td>
<td>BCHD090</td>
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<tr>
<td>BCU-5B-01, BCU-6D-01</td>
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<td>BCXD Blower Coil Air Handling Unit</td>
<td>BCHD072</td>
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<tr>
<td>BCU-6C-01</td>
<td>1</td>
<td>BCXD Blower Coil Air Handling Unit</td>
<td>BCHD090</td>
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</tbody>
</table>

Product Data

Indoor Horizontal Configuration
DX Cooling Coil
LEV Kits (Field Installed)
Single Point Power Connection - 460/60/3
2" MERV 8 pleated media filters (4 sets provided)
Mixing box
Supply Fan – Variable Speed Control
Non-fused disconnect
BACnet DDC Controls
Electric reheat
Field installed Condensate Pumps
2 Year Whole Unit Parts and Labor Warranty

TRANE Split System Air Conditioning Units (Qty: 13)

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CU-7B-18, CU-7B-19, CU-7B-20, CU-7D-13</td>
<td>4</td>
<td>5 Ton Air Cooled Condensing Unit</td>
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<tr>
<td>CU-5A-01, CU-7C-01</td>
<td>2</td>
<td>3.5 Ton Air Cooled Condensing Unit</td>
</tr>
<tr>
<td>CU-6B-01, CU-6C-02</td>
<td>2</td>
<td>12.5 Ton Air Cooled Condensing Unit</td>
</tr>
<tr>
<td>CU-6B-02, CU-6D-02, CU-7C-06</td>
<td>3</td>
<td>7.5 Ton Air Cooled Condensing Unit</td>
</tr>
<tr>
<td>CU-6D-03</td>
<td>1</td>
<td>20 Ton Air Cooled Condensing Unit</td>
</tr>
<tr>
<td>CU-6C-01</td>
<td>1</td>
<td>60 Ton Air Cooled Condensing Unit</td>
</tr>
</tbody>
</table>

Product Data

Outdoor Condensing Unit
Variable Speed Scroll Compressor
Single Point Power – 460/3/60
Condenser Coil Hail Guards
Low Ambient Controls
Factory Startup Assistance
2 Year Whole Unit Parts and Labor Warranty
5 Year Replacement Compressor Warranty (Parts Only)

POOLPAK Pool Room Dehumidification Unit (Qty: 1)

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDU-1D-01</td>
<td>1</td>
<td>PoolPak Indoor Dehumidification Unit</td>
<td>PCP-800</td>
</tr>
<tr>
<td>CU-6D-01</td>
<td>1</td>
<td>PoolPak Outdoor Air Cooled Condensing Unit</td>
<td>NC-B-1V</td>
</tr>
</tbody>
</table>

Product Data

Indoor Pool Room Dehumidification Unit – DX Cooling
460/3/60
460 volt 3 phase 60 hertz
Direct Drive Variable Speed Supply Fan
Electric Heat - Staged
Coated Coils
CommandPak Controller w/ BACnet
Hinged Access Doors
Non-fused Disconnect
Outdoor Air Cooled Condensing Unit – 208/1/60 power
Factory Startup
2 Year Complete Unit Parts and Labor Warranty
5 Year Extended Compressor Parts Warranty

**TRANE Cabinet Unit Heaters (Qty: 7)**

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUH-2A-01 thru CUH-6C-02</td>
<td>7</td>
<td>Unit Cabinet Heater (Force-Flo)</td>
<td>FFHB0307B</td>
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</tbody>
</table>

**Product Data**

- Force-Flo Cabinet Heater - Vertical Recessed
- Single Point Power – 460/3/60
- ECM Supply Fan
- Electric Heat – 6 kW
- Non-fused Disconnect
- BACnet DDC Controls
- 2 Year Complete Unit Parts and Labor Warranty

**TRANE Electric Unit Heaters (Qty: 68)**

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>EUH-2A-01 thru EUH-5E-11</td>
<td>68</td>
<td>Electric Unit Heaters</td>
<td>UHEC103DACA</td>
</tr>
</tbody>
</table>

**Product Data**

- Electric Unit Heater
- Single Point Power – 460/3/60
- Horizontal Mounting Bracket
- Electric Heat – 10 kW
- Unit Mounted Thermostat
- 2 Year Complete Unit Parts and Labor Warranty

**Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 29)**

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>Qty</th>
<th>Description</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>VAV-1A-01 thru VAV-5D-12</td>
<td>29</td>
<td>Variable Air Volume Single Duct Terminal</td>
<td>VCEF12</td>
</tr>
</tbody>
</table>

**Product Data**

- Single Point Power – 460/3/60
- Control Power Transformer
- Factory BACnet Controls
- Electric Heat – Staged
- Non-fused Disconnect
- 2 Year Complete Unit Parts and Labor Warranty

**Trane – Mitsubishi VRF System**

<table>
<thead>
<tr>
<th>Tag(s)</th>
<th>CU Qty</th>
<th>FCU Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC Cooling Only</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>AC Heat Pump</td>
<td>35</td>
<td>55</td>
</tr>
<tr>
<td>VCU Suites</td>
<td>4</td>
<td>56</td>
</tr>
</tbody>
</table>

**Total System Components Included:**

- Factory Startup Assistance
- Low Voltage VRF System Wiring Included – Wired to BACnet AE200 Control Panel
- BACnet Controllers for all Mini Splits
- Wired Thermostats for all FCU’s
- 10 year Whole Unit Parts Warranty with Approved Installation

**AC Cooling Only (QTY: 50)**

- 1:1 Cooling only
- Low Ambient Cooling down to 0°

*FLD = Furnished by Trane U.S. Inc / installed by Others*
High Wall Cassette
Condensate Pump (Field Installed)
Wired Thermostat

**AC Heat Pump (QTY: 35)**
Heat Pump Condenser
4-Way Cassette
Integral Condensate Pump
Wired Thermostat

**VCU Suites (QTY: 4)**
Heat Recovery Condenser
Branch Selectors
4-Way Cassettes
Integral Condensate Pump
Wired Thermostats

**Factory Startup Includes**
On site visits during installation of project.
Confirm piping, wiring and equipment installation.
Technical support.
Warranty registration

**VRF Notes**
All piping and refrigerant is based on estimated pipe lengths. **Piping layout is schematic. Actual pipe runs to be determined by contractor during submittal phase.**
Installation, piping, wiring and additional refrigerant are excluded.
Additional refrigerant and piping required, to be provided by others (Based on Estimated Piping Lengths).
Condensate lines required for BC Controller on Heat Recovery systems, to be provided by others.

Items Not Included: Condenser Stands/Curbs, Vibration Isolation, Disconnects, GFCI, Smoke Detectors, Refrigeration Isolation Ball Valves, Line Sets, Extra Refrigerant, or items not listed.
TRANE TRACER BUILDING AUTOMATION SYSTEM

Trane is pleased to provide the following proposal to furnish and install a Tracer SC+ web-based building automation system. All pricing has been coordinated assuming Trane equipment will be provided.

1. Control wiring for the Tracer system is included. All wiring will be installed per NEC. Wiring will be installed utilizing plenum rated cable supported by bridle rings above lift-out ceilings, in open ceiling, and above finished ceilings. Wiring in mechanical equipment rooms will be installed in EMT conduit. Trane will provide the installing contractor with wiring diagrams and wiring specification guidelines. All communication wiring shall comply with Trane standards. Installation of dampers, sensing wells, flow switches, pressure switches, tubing associated with pressure sensors, variable frequency drives, smoke detectors, smoke dampers, and valve bodies is not included. Wiring of smoke dampers and fire/smoke dampers is not included.

2. Engineered shop drawings, software programming, graphics generation, and Trane control system start-up are included.

3. Trane will provide and install Tracer SC+ System Controllers to allow for control and monitoring of the equipment listed below as part of this project. The Tracer SC+ web-enabled graphical interface allows building operators to set up, operate, and modify system parameters including occupancy scheduling, set point adjustments, and system monitoring through an internet connection (local or remote).

NOTES: Trane will provide a temporary dedicated BAS network for use during installation, setup, and commissioning to the system. Upon completion, the Tracer SC’s must be connected to the owner’s network and should be protected from public internet exposure using a firewall provided by the owner. The owner must provide an IP address and secure VPN access to the system to allow for remote system access. Temporary dedicated BAS network will be removed from the site.

4. All smoke dampers, fire dampers, and combination fire/smoke dampers are NOT included and must be provided and installed by others. Control and monitoring of the fire/smoke dampers are NOT included. Power and control wiring of the fire smoke dampers from the fire alarm control modules is NOT included and must be provided by others.

5. Control work and wiring required for any smoke evacuation system and sequence of operations is NOT included and must be provided by others.

6. Work and materials associated with the fire alarm system including fire alarm interface panels and annunciator panels and associated controls are NOT included.

7. Control work and wiring for any other equipment not listed below is NOT included and must be provided by others.

8. Trane will provide seventy-two (72) consecutive hours of assistance in the test and balancing process as specified on section #114 of the proposal package SC#1.02 rev1. Balancing contractor must provide all the necessary equipment for the test and balance process.

9. Training of operations personnel on system use will be provided as specified on the Project Manual Vol 2 of 3, section 23.09.00 (Building Automation Systems), item 3.5, and distributed as follows:
   - Three (3) 8-hours instruction periods during normal working hours scheduled by the owner over the first year during warranty time.
   - Follow up training for two (2) 8-hours instruction periods at six months and twelve months after building acceptance.
   - Forty (40) classroom hours in programming and use of the Building Automation System for each two people designated by the owner at our St. Louis Trane facility. Training to be provided between six and eighteen months after building acceptance.

10. Warranty on new control system components is twelve months.

11. All work will be performed during normal Trane business hours. (Monday – Friday, 7:30 AM – 4:30 PM).

12. Material and labor escalation is NOT included. The contract price for this project has been calculated based on the current prices for the component building materials and labor.
13. Trane will provide control interlock wiring of three (3) boilers (B 1B-01, 1B-02, & 1-B03) with the parent boiler controller and factory provided controls per the manufacturer's instructions to serve the hydro-field heating system. **NOTE:** All operating and safety controls must be provided by the boiler supplier.

14. Enable/disable control and monitoring of the three (3) boilers (B 1B-01, 1B-02, & 1-B03) are included. **NOTE:** The parent boiler controller must be provided with a BTL certified BACnet interface for integration with the building automation system. Boiler isolation control valves are NOT included and must be provided and installed by others with an end switch for position monitoring through the building automation system.

15. Enable/disable control, VFD speed control, and status monitoring of two (2) variable primary heating hot water pumps (HWP-1 & 2) are included.

16. Monitoring of one (1) hot water system differential pressure for control of the hot water pumps is included. Trane will provide the differential pressure sensor for installation by the mechanical contractor.

17. Monitoring of the hot water loop supply and return temperatures is included.

18. Direct digital control of two (2) Trane energy recovery ventilator units (ERV 6B-01 & 6D-01) is included. Trane will provide control interlock wiring of one (1) duct smoke detector with its associated packaged rooftop unit. **NOTE:** Interlock of smoke detector with the fire alarm system is NOT included and must be provided by Div28. Duct smoke detector is NOT included and must be provided by the electrical contractor and installed by the mechanical contractor as shown and detailed on rev#2 electrical/mechanical narrative and responsibility matrix, addendum #11, and Sections 23 05 01 / 26 05 01 of mechanical/electrical coordination, 50% CD specifications.

19. Direct digital control of six (6) Trane packaged rooftop units (RTU 5A-01, 5E-01, 6C-01, 6C-02, 7A-01, & 7B-01) is included. Trane will provide control interlock wiring of one (1) duct smoke detector with its associated packaged rooftop unit. **NOTE:** Interlock of smoke detector with the fire alarm system is NOT included and must be provided by Div28. Duct smoke detector is NOT included and must be provided by the electrical contractor and installed by the mechanical contractor as shown and detailed on rev#2 electrical/mechanical narrative and responsibility matrix, addendum #11, and Sections 23 05 01 / 26 05 01 of mechanical/electrical coordination, 50% CD specifications.

20. Direct digital control of one (1) Trane make-up air unit (MAU 7B-01) is included.

21. Direct digital control of one (1) pool dehumidification unit is included. **NOTE:** Pool dehumidification unit must be provided with a BTL Certified BACnet interface.

22. Direct digital control of fourteen (14) Trane blower coil units is included.

23. Direct digital control of seven (7) Trane cabinet unit heaters is included.

24. Direct digital control of twenty-nine (29) Trane variable air volume terminal units with electric heat is included.

25. Enable/disable control and monitoring of the Mitsubishi variable refrigerant flow systems including fifty-six (56) fan coil units, three (3) branch selectors, and three (3) outdoor condensing units is included.

26. Trane will provide control interlock wiring of seven (7) Liebert data room cooling systems per the manufacturer's instructions. **NOTE:** All operating and safety controls must be furnished by the equipment supplier.

27. Alarm and status monitoring of seven (7) Liebert data room cooling systems are included. **NOTES:** Liebert units must be provided with a BTL Certified BACnet interface. The pipe style leak detection shall be provided and installed by others and must provide an alarm dry set of contacts for integration with the Tracer building automation system.

28. Enable/disable control and status monitoring of three (3) domestic hot water booster pumps are included. Pumps will be enabled/disable based on occupancy schedule and will cycle based on local Aquastat control. **NOTE:** Aquastat is NOT included and must be provided with pumps by others.

29. Enable/disable control and status monitoring of twenty-one (21) exhaust fans serving the concession areas is included.
30. Enable/disable control and status monitoring of five (5) exhaust fans serving the loading dock is included. Trane will provide and install one (1) gas detection control panel, ten (10) remote carbon monoxide sensors, and three (3) overhead door switches to enable the operation of the exhaust fans. NOTES: Trane will provide and install the overhead door switches.

31. Status monitoring of two (2) grease exhaust fans (GEF 7B-01 & 7B-02) is included. Fans will be controlled manually by the hood switch. An alarm will be sent through the building automation system in case the fans are not energized when switch is on. Trane will provide all necessary control wiring required to interlock the operation of the exhaust fans with the kitchen hood, hood sash temperature sensors, hood control panel, and kitchen make-up air unit. NOTES: All operating and safety controls must be provided by the supplier. VFD’s and installation of VFD’s are NOT included and must be provided by others. All control wiring associated with the kitchen hood fire suppression system is NOT included and must be provided by others.

32. Status and alarm monitoring of one (1) dryer exhaust fan (EF 1C-01) is included. Trane will provide the necessary wiring required to interlock the exhaust fan with the operation of the dryer. Trane will monitor the dryer filter differential pressure switch. NOTE: Dryer controller must be provided with dry contacts for monitoring through the building automation system.

33. Status and alarm monitoring of the SubAir Sport System for turf management is included. NOTES: SubAir system must be provided as a full packaged system with alarm and status controls for integration with the Tracer building automation system. Temperature, oxygen, and moisture level sensors are NOT included and must be provided and installed by others. SubAir system interlock wiring is NOT included. All system operating and safety controls are NOT included and must be provided and installed by others.

34. Alarm monitoring of four (4) elevator sump pumps is included.

35. Standalone thermostatic control of one hundred and five (105) split systems is included. Monitoring of the space temperature for seventy-eight (78) rooms is included. NOTE: Control work and wiring required to interlock indoor and outdoor units is NOT included and must be provided by the electrical contractor as specified on note E23 shown on electrical plans E111A through E116D.

36. Trane will provide space temperature monitoring for thirty-three (33) rooms served by all unit heaters. The following rooms will be monitored per Post-bid Addendum #10:
   - (28) restrooms,
   - (1) Bar Support room# 02.08.17
   - (1) Brew Pub Shell room# 02.08.18
   - (1) Water Entry room# 03.05.01
   - (1) Fire Pump room# 03.05.02
   - (1) Water Boiler room# 03.49.01

37. Trane excludes from the scope of work any control work and wiring associated with all unit heaters (total of 69). Unit heaters shall be controlled by integral thermostats provided with the units by the supplier.

38. Trane excludes from the scope of work any control work and wiring associated with all Analox AX60+ carbon dioxide (CO2) alarm systems serving the concession and bar areas. System must be provided and installed by the food service contractor.

39. Trane excludes from the scope of work any control work and wiring associated with all exhaust fans (total of 69) and unit heaters (total of 69) serving the restrooms areas. Fans shall be controlled by a manual switch interlocked by the electrical contractor. Unit heaters shall be controlled by integral thermostats provided with the units by the supplier. NOTES: Control interlock wiring of the twenty-eight (28) motorized dampers with the operation of the restroom exhaust fans are NOT included and must be provided by the electrical contractor as specified on notes E40/E43 shown on electrical plans E112A through E114F and detailed on mechanical sequence of operations plan M516. Dampers are NOT included and must be provided and installed by the mechanical contractor with 120V motorized dampers.

40. Trane excludes from the scope of work any control work and wiring associated with all stairwell pressurization exhaust fans.

41. Control work and wiring associated with all electrical lighting panels and electrical metering systems are NOT included and must be provided by others. Integration with the Tracer building automation system is NOT included.
42. Trane will provide eighty (80) hours to assist with start-up and check-out of the control system. If more time is required, Trane will notify the customer and provide the needed service on a time and material basis.

Any items not specifically mentioned above are excluded from this proposal.

This proposal does not include:
   a. Controls pricing is based upon the equipment package provided by Trane.
   b. Unless noted otherwise, all control valves/actuators are provided as a part of this scope.
   c. Unless otherwise noted, installation of valves, flow meters, wells, taps, pressure sensor tubing (space, duct or water), etc. in pipes and ducts are not included.
   d. All VFDs and meters need to be provided with BACnet communications package
   e. Any service not listed is not included.
   f. Premium Labor, cutting, patching, or painting.
   g. Installation of valves, wells, taps, etc. in pipes.
   h. Furnishing or installing tubing required for pressure controls.
   i. Furnishing or installing any loose dampers.
   j. Furnishing or installing loose VFDs.
   k. Furnishing or installing starters or disconnects for HVAC equipment provided by others.
   l. Furnishing or installing lighting controls, photo cells, switches, or contactors.
   m. Furnishing or installing fire alarm/smoke detection systems or equipment.
   n. System testing or balancing assistance.
   o. Service, Maintenance Agreements or 24-hour guaranteed response.
   p. All fire stop caulking.

BASE BID LUMP SUM PACKAGE (Equipment and Controls)

Total Net Price (Excluding Sales Tax) .........................................................$ 2,117,164.00

Breakdown for accounting purposes only:
Equipment only (no controls, no low voltage wiring to the VRF and splits): $ 1,602,014.
Low voltage wiring to the VRF and split systems: $80,000.
Controls: $435,150.

Optional ADD price for Temperature Controls Escalation to 2021: $12,550.00

VRF EXTENDED LABOR WARRANTY

Option 1: ADD for 5 Year Labor Warranty on VRF Systems and Ductless Split Systems: $ 127,000.00
This is a TRANE issued warranty. Service labor will be fulfilled by Trane technicians.

Option 2: ADD for 5 Year Labor Warranty on VRF Systems and Ductless Split Systems: $ 48,350.00
This is a warranty purchased directly from a Trane-Mitsubishi approved 3rd party provider. Murphy would fulfill the service labor and be reimbursed per the policies in the following link (http://trane.mylinkdrive.com/USA/Policies). Above price is based on a reimbursement rate of $90/hr (adjustable).

DX Split Systems ADD:

43. Enable/disable control and monitoring of one hundred and five (105) Mitsubishi DX-split systems.
44. NOTE: This add requires the Stadium bid is accepted.

ADD Total Net Price.................................................................$ 66,750.00

OA Intake Motorized Dampers – Restrooms ADD:

45. Trane will provide twenty-eight (28) outside air intake motorized dampers with 120V damper actuators serving the restrooms for installation by the mechanical contractor. NOTE: Control interlock wiring of the motorized
dampers with the operation of the restroom exhaust fans are NOT included and must be provided by the electrical contractor as specified on notes E40/E43 shown on electrical plans E112A through E114F and detailed on mechanical sequence of operations plan M516.

46. NOTE: This add requires the Stadium bid is accepted.

ADD Total Net Price........................................................................................................... $13,550.00

Exhaust Fans – Restrooms ADD:

47. Status monitoring of sixty-nine (69) restrooms exhaust fans in lieu of forty units listed on the April bid are included. NOTES: Control interlock wiring of the motorized dampers with the operation of the restroom exhaust fans are NOT included and must be provided by the electrical contractor as specified on notes E40/E43 shown on electrical plans E112A through E114F and detailed on mechanical sequence of operations plan M516. Dampers are not included and must be provided and installed by the mechanical contractors with 120V damper actuators.

48. NOTE: This add requires the Stadium bid is accepted.

ADD Total Net Price........................................................................................................... $77,950.00

Addendum#11 – POST BID: Motorized Dampers UNIT ADD:

49. Open/close control of one (1) motorized damper assuming a minimum of 100ea is included. NOTE: Dampers are not included and must be provided and installed by the Mechanical contractor with actuators and end switches. Power is NOT included and must be provided by the electrical contractor as shown and detailed on rev2 electrical narrative, addendum #11.

50. NOTE: This add requires the Stadium bid is accepted.

ADD Total Net Price........................................................................................................... $3,450.00 / unit

Sincerely,

Paul Quatmann - Trane U.S. Inc.
Phone: 636-305-3737
Mobile: 314-922-3119
pjquatmann@trane.com

This proposal is subject to your acceptance of the attached Trane terms and conditions.
### STADIUM

<table>
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<tr>
<th>Tag(s)</th>
<th>Description</th>
<th>ROM Deduct</th>
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<tbody>
<tr>
<td>RTU-SA-01, RTU-SE-01</td>
<td>These units serve elevator equipment rooms. Spec requirement for double wall R13 construction, and variable capacity or variable speed compressors is overkill. Rooms can be served with Precedent rooftops with single wall foil faced insulation and single stage compressors. Variable speed compressor available at additional cost.</td>
<td>$38,000</td>
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<tr>
<td>RTU-6C-01</td>
<td>This unit serves the main concourse area. Spec requirement for double wall R13 construction, and variable capacity or variable speed compressors is not necessary in a space that will have people consistently moving throughout and does not require temperature control beyond comfort cooling. Space can be served by an Intellipak rooftop unit with double wall R9 insulation with 4-stages of cooling. Variable speed compressor available at additional cost.</td>
<td>$61,000</td>
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<tr>
<td>RTU-6C-02</td>
<td>This unit serves the suite lobby area. Spec requirement for double wall R13 construction, variable capacity or variable speed compressor and direct drive plenum supply fan is not necessary to comfortably condition a space that is going to consistently have doors opening and closing and people travelling thru. Space can be served with a Voyager rooftop with single wall foil faced insulation and 3 stages of cooling. Variable speed compressor available at additional cost.</td>
<td>$26,000</td>
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<tr>
<td>RTU-7A-01</td>
<td>This unit serves the team store, entry vestibule and lobby. Spec requirement for double wall R13 construction and variable capacity or variable speed compressor is overkill for what is essentially a retail space and club area that requires only comfort cooling. Space can be served by an Intellipak rooftop unit with double wall R9 insulation with 4-stages of cooling. Variable speed compressor available at additional cost.</td>
<td>$44,000</td>
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<td>RTU-7A-02</td>
<td>This unit serves the &quot;South&quot; Club area. Spec requirement for double wall R13 construction is not necessary to comfortably cool the space. Space can be served by an Intellipak rooftop unit with double wall R8 insulation.</td>
<td>$</td>
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<tr>
<td>CUs serving BCU</td>
<td>Condensing units are paired one to one with associated BCUs. Spec requires condensing units to be provided with variable capacity compressor for capacity modulation. Many of the condensing units sit adjacent to other condensing units. These condensing units could be combined into a single variable refrigerant flow condensing unit serving multiple BCUs. These condensers would incorporate variable speed compressors and would reduce number of units, piping and electrical connections.</td>
<td>$30,000</td>
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### ADMINISTRATION BUILDING

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<td>RTU-1, RTU-2</td>
<td>These are VAV units that serve general office space. Spec requirement for double wall R13 construction and variable capacity or variable speed compressor is not necessary for this application. An Intellipak rooftop unit with double wall R9 insulation and 4-stages of cooling is more than adequate to maintain discharge air temperature while the VAV boxes modulate airflow and heat to comfortably maintain space temperatures. Variable speed compressor is available at additional cost.</td>
<td>$60,000</td>
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### Training Center

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<tr>
<td>RTU-1, RTU-2</td>
<td>These are VAV units that primarily serve general office space. Spec requirement for double wall R13 construction, direct drive supply fan and variable capacity or variable speed compressor is not necessary for this application. A Voyager rooftop unit with single wall foil faced insulation, 5-stages of cooling, and a belt driven supply fan is more than adequate to maintain discharge air temperature while the VAV boxes modulate airflow and heat to comfortably maintain space temperatures.</td>
<td>$100,000</td>
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</table>
LEGAL NOTICE

INVITATION FOR FORMAL BID

IFB 20-070

For

Pet Adoption Center Procurement and Installation of Rooftop HVAC Units

For

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking bids for Pet Adoption Center Procurement and Installation of Rooftop HVAC Units. The vendor must guarantee the quoted prices for a period of Ninety (90) days. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.
BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “20-070 Pet Adoption Center Procurement and Installation of Rooftop HVAC Units” with the date and time of the bid opening in the lower left corner of the envelope. An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 5/21/2020 at 10:00 AM, in the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

While due to the Coronavirus St Charles County has closed the Administration Building to the public, the bid will be opened publicly on Thursday, 5/21/2020 at 10:00 AM in Room 115. It is highly recommended that you mail or have your bid delivered via UPS, Fedex, courier, etc., with plenty of time to arrive prior to the day of the bid opening. If you are delivering your bid the day of the opening and intend to stay, please get in line outside the County's Administration Building no later than ten minutes prior to the opening. At the designated bid opening time of 10:00 am the County building will be opened by a Sheriff's deputy to allow entrance. You will be screened for temperature and travel history prior to admittance of the bid opening in room 115. If your bid is dropped off prior to the opening there will be someone in the lobby to receive it.

**For any bids being dropped off in person to the Administration building on the day of the opening you must call 636-949-7465 to coordinate receipt of bid. Please call once you are present outside of the building.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by going to our St Charles County Government website @ http://www.sccmo.org/Bids.aspx click on “show Closed/Awarded/Cancelled bids”, select bid and click on “related documents”. No phone calls please. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Pam Luesse
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
pluesse@sccmo.org

For questions or inquiries concerning the specifications please contact:
Mike Eilers, Project Manager
Facilities Management Department

20-070 Pet Adoption Center Procurement and Installation of Rooftop HVAC Units
Page 2 of 22

Proposal Response from (please complete)

Murphy Company

Name of Company or individual
A mandatory pre-bid meeting will be held at the Pet Adoption Center located at 4850 Mid Rivers Mall Drive St Peters, MO 63376 on 5/13/2020 at 10:00 a.m. The bid number and title shall be referenced on all correspondence.

- All questions must be received no later than 3:00 PM on 5/18/2020. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.
TERMS AND CONDITIONS

➤ St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.

➤ All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.

➤ All delivery costs or charges must be included in the F.O.B. destination bid price.

➤ City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.

➤ The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.

➤ The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

➤ Vendors are required to clearly identify any deviations from the specifications in this document.

➤ An authorized officer of the company submitting the bid must sign all bids, in blue ink.

➤ Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.

➤ All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.

➤ St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

➤ Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.

➤ The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency within St. Charles County Government for public advertising unless express written permission is granted.

➤ All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.

County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.

When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

MISSOURI PREVAILING HOURLY WAGE RATES

The proposal for this Contract shall be based upon the required payment by the Bidder 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 290.210 to 290.340, RSMo. For those projects with a total cost of more than $75,000.00, a schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract, Annual Wage Order #26, as of June 26, 2019.

Effective August 28, 2018, 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 County for the total project is in the amount of $75,000.00 or less. For any awarded bid in the amount of $75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of $75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of $75,000.00.

INSURANCE:

The successful bidder must agree to provide and maintain during the life of the Contract the insurance(s) listed below, in the minimum amounts specified, with an insurance company licensed to do business in the State of Missouri. All policies must name the County as an additional insured and provide for thirty (30) days written notice prior to any material changes or cancellation. Successful bidder will be awarded contract once a Certificate of Insurance is provided.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than $500,000.

Comprehensive General Liability (including automobile): Limits of no less than $1,000,000/3,000,000/1,000,000 per occurrence or $3,000,000 CSL.

Professional Liability: A minimum of $1,000,000 per claim, $3,000,000 aggregate for the rendering or failure to render appropriate emergency health care services by licensed physicians, nurses, paramedics, emergency medical technicians and ambulance personnel. If written on a claims made basis, a mutually agreed upon extended reporting period will be negotiated.
Reliance

Seller acknowledges that it is and that buyer relies upon seller as an expert, fully competent in all phases involved in producing, testing and developing, installing, modifying, altering, reconditioning, stocking, servicing and integrating the equipment and/or systems furnished hereunder, and in training of buyer personnel.

In this context, seller agrees that it will not deny any responsibility or obligation to buyer on the ground that any such phase was originated or accomplished by buyer. Seller shall be responsible for the equipment and/or systems furnished hereunder as though said phases as set forth above were originated and accomplished by it.

More specifically, and without limiting the above, buyer in originating, furnishing or approving any specification, drawing, plan, change, schedule or other document or part thereof, or any test report, or in accepting any systems, neither accepts responsibility for, nor relieves seller from the performance of all terms and conditions of the Request For Proposal, and any contract that may be awarded. Any such acts by buyer shall not modify, impair or abrogate any rights of buyer under this Request For Proposal and any subsequent contract.

Indicate acceptance of all Bid Instructions Terms and Conditions

Signature

________________________

Proposal Response from (please complete)

Murphy Company

Name of Company or individual
# Certificate of Liability Insurance

**Certificate Number:** 534766752

**Revision Number:**

---

**Producer:**
Huntleigh McGhee,
1-314-746-4700
8235 Forsyth Boulevard,
Suite 1200,
Clayton, MO 63105

**Insured:**
Murphy Company Mechanical Contractors & Engineers,
1233 North Price Road,
St. Louis, MO 63132

**Insurer A:**
ACIG INS CO
NAC# 12300

**Insurer B:**
ACIG INS CO
NAC# 19984

---

**Coverages:**

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**AutoLiability:**

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**Workers Compensation and Employers' Liability:**

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**Description of Operations/Locations/Vehicles:**

**Evidence of Automobile Liability Attached**

---

**Certificate Holder:**
St. Charles County
201 North Second Street, Suite 412
St. Charles, MO 63301
USA

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative: Michael E. Shumar, Jr.

---

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

kabromovich
534766752
CERTIFICATE OF LIABILITY INSURANCE
Acct#: 2706735

Date: 05/28/2019

Producer:
Lockton Affinity, LLC
P. O. Box 879610
Kansas City, MO 64187-9610

Contact:
Lockton Affinity
Phone: 877-320-0393
Fax: 913-652-7599
E-Mail Address: EMLocktonaffinity.com

Insured:
MURPHY COMPANY
Mechanical Contractors & Engineers
1233 NORTH PRICE ROAD
SAINT LOUIS, MO 63132

INSURER(S) AFFORDING COVERAGE
NAIC #
INsurer A: Old Republic Insurance Company
24147

COVERAGES
CERTIFICATE NUMBER
REVISION NUMBER
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required): GPAD-1014
Policy provides protection for any and all operations/jobs performed by the named Insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER
Proof of Coverage
1233 NORTH PRICE ROAD
ST LOUIS, MO 63132

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.
Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit in included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; OR
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for one year from the date of the notarized affidavit.

** PLEASE NOTE:

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:


---

20-070 Pet Adoption Center Procurement and Installation of Rooftop HVAC Units
Proposal Response from (please complete)
Murphy Company
Name of Company or individual
Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

X "YES" our company has a veteran friendly employment policy.

____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.
AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ________________________________
 as ________________________________
(Business Entity Name)

first being duly sworn on my oath, affirm ________________________________
(Business Entity Name)
is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ________________________________
(Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

________________________________________  __________________________________________
Authorized Representative  Signature

________________________________________  __________________________________________
Director of Human Resources  Date

________________________________________
E-Mail Address

Subscribed and sworn to before me this ___th of May, 2019. I am commissioned as a notary public within the County of __________, State of Missouri, and my commission expires on __________.

________________________________________
Signature of Notary

________________________________________
Date

[Image of Notary Public - Notary Seal]

TRACY DIONNE D'ALMEIDA-RICE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 30, 2021
Commission #: 17638479

REVISED 3/2/12
Welcome
Kathy Johnson

Company Information

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Physical Location

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Additional Information
Employer Identification Number
430705361
Total Number of Employees
500 to 999
Parent Organization

Administrator

Organization Designation
Employer Category

View / Edit

NAICS Code
23899 - ALL OTHER SPECIALTY TRADE CONTRACTORS
View / Edit

Total Hiring Sites
2
View / Edit

Total Points of Contact
1
View / Edit

View Original MOU Template

View MOU
Company ID Number: 32434

Approved by:

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Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13
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<tr>
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PET ADOPTION CENTER PROCUREMENT AND INSTALLATION OF ROOFTOP HVAC UNITS

St. Charles County Government Facilities Management Department is seeking bids for the engineering and installation of 2 air handling units for the Pet Adoption Center. The area these two units serve are a combination of cat kennels, laundry space, and office space. The Contractor shall evaluate the current equipment and determine the proper size rooftop equipment to replace the existing equipment. The County would like to evaluate the option of combining the two units into one larger unit. The system shall provide an air change per hour (ACH) of 10. The Vendor shall provide a cost for engineering of system performing 10 air changes per hour with a separate cost for the equipment and installation. There are currently 2 Trane Horizon make up air units and the County would like to stay with a Horizon make up air unit if a make up air unit is determined to be the replacement of the current systems.

GENERAL CONDITIONS:

- The Contractor must comply with all Federal and State Employment / Labor regulations including those from the U.S. "Occupational Safety and Health Administration".
- The Contractor must provide all applicable Insurance Certificates to the County upon the award of the bid.
- The Contractor must specifically claim and include any exclusions or deviations from the bid specifications with the proposal submitted.
- The Contractor shall hold a State of Missouri license and capable of engineering a fully operational replacement system that meets the criteria set forth by the County in the scope of work. Contractor must provide stamped and sealed drawings from all engineering disciplines utilized in the plan set.
- The Contractor shall perform the responsibility of General Contractor, hiring and coordinating with all subcontractors to provide a complete and fully functioning system. The Contractor shall be responsible for verification of all subcontractor’s liability and workers compensation insurance ad well as any required licenses.
- The Contractor shall provide engineering review of 75% and 90% plans for County to review and approve. Community Development will also perform a plan review prior to issuance of permit.
- The County will provide a permit at no cost to Contractor and the Contractor shall not include any permit fees in their proposal. Contractor shall have all required licenses registered with the County. Contractor shall supply all sub-contractors to be included on building permit and must also schedule all required inspections.
- The Contractor must complete the Qualification Form in its entirety as provided in Appendix A of this document. The Qualification Form will be utilized by the County to verify that the Contractor can engineer and install the appropriate make up air units.
- The Contractor shall complete Appendix B and must submit 5 references of clients who had make-up air systems involving 10 tons of cooling or more installed in which engineering and installation was completed. The Contractor authorizes the County to verify these references.
- The Contractor shall complete Appendix C with estimated timelines for the project.
- The Contractor shall complete Appendix D stating manufacturer and model of unit and energy recovery system.
- The Contractor shall be completely responsible to tie in new units to Trane Tracer SC Building Management system. Contractor shall contact Trane Company to program units into building management system and update graphics, this cost shall be included in proposal. This proposal shall also include color coding the areas of the floor plan that are represented by all air handler units. Programming of unit graphics shall replicate current graphic layout of newer units so graphics are the same across all equipment platforms.

Proposal Response from (please complete)
Murphy Company

Name of Company or individual
The Contractor shall design the system to the County adopted 2015 International Codes and 2014 National Electrical Code with amendments.

The building electrical service is 120/208-volt 3 phase 4 wire 800-amp fused switch gear.

Heat pump 3 is fed from the main service panelboard with a 120/208-volt 30-amp fused disconnect switch.

Heat Exchanger 3 with the existing energy recovery make-up unit is fed from the main service panelboard with a 120/208-volt 30-amp fused disconnect switch.

The Reznor duct heater is fed from panel LL with a 120-volt 20-amp circuit that also fed the since removed duct heaters of unit 1 and 2. This circuit is also providing power for rooftop power on a rooftop unit 3 which is included in the scope of work to be replaced.

RTU 3 is fed from the main service panelboard with a 120/208-volt 60-amp fused disconnect switch.

The Contractor shall notify the project manager of any deficiencies in existing duct or building materials that may impact project cost.

There shall be no smoking or use of tobacco products inside the facility, or on the roof of the facility. Contractor shall be liable for roof cigarette burns. No smoking shall be permitted within 20 feet of all building entrances. This also applies to electronic smoking devices.

The Contractor shall provide a cost for any deficiencies that may increase the cost of the project. The Contractor is to not proceed with work unless a notice to proceed is issued from the County. Should the Contractor proceed without proper documentation, Contractor will be performing work at risk and payment for said work will not be provided.

The Contractor shall notify the County of no less than 2 days in advance and get permission before proceeding with disruptive operations.

The County will provide original air balancing documents from 1999.

The Contractor shall assign a project manager to the project to be a key contact for the duration of the project.

**DESIGN CRITERIA:**

- Evaluate the following:
  - determine if it is feasible to combine the two existing rooftop units into one rooftop unit.
  - determine what work is required to the duct work for ten (10) Air Changes per Hour (ACH) to be achieved.
  - existing gas service to determine if additional BTU’s can be supported.
  - existing electrical gear to determine if additional amperage is available for larger units.
  - existing curb and structural steel to determine if package make up air unit can be properly supported.
  - multi-stage heating and cooling options and difference in cost of doing so over single stage.
  - dehumidification of the space with out over cooling on humid days.
  - if other means of energy recovery is more practical in lieu of energy recovery wheel.

- The Contractor shall engineer a system utilizing 100% outside air and exhausting 100% of the air as well utilization of an energy recovery system.

- Contractor shall provide an annual utility cost analysis for a system with 10 ACH.

- Contractor shall include a cost to install appropriately sized energy recovery system for unit.

- The Contractor shall be responsible to provide unit that can seamlessly tie into Trane Tracer SC building management without the use of third party devices or software.

- The Contractor shall be responsible for verifying that new make-up air unit is compatible with current software and firmware on building management system.

- Design of units to be a package unit, current system of multiple pieces of equipment to be replaced with a single package unit per kennel. Supply ducting will be permitted to be connected across roof.
Engineering should try to utilize as much of the existing curb openings and duct work as possible, so long as existing items will support design specs or larger/heavier equipment and openings.

The Contractor shall provide options for multi-stage heating and cooling for energy efficiency.

The Contractor shall install an sensor to monitor current humidity in space through building management system.

The Contractor shall engineer appropriate unit to dehumidify outside air properly to maintain 45-60% humidity in supply air. This shall not be a programmed point so as the unit is running to maintain this humidity setpoint while dropping temperature inside space.

The Contractor shall engineer the outside air intake so that it is pulling fresh air into facility and is installed at a safe distance away from carbon monoxide exhaust vents and other roof exhaust vents located on roof.

SCOPE OF WORK:

The Contractor shall submit all unit cut sheets as a submittal to project manager prior to ordering equipment. Submittals will be reviewed to verify compliance with bid specs. The County will only review submittals and will not approve cut sheets and is in no way responsible for any issues that may arise with units.

The Contractor shall notify the County if any of the specifications set forth in this bid will cause operation, compatibility, or efficiency issues.

The Contractor shall provide units with stainless steel drain pan. The Contractor shall install proper P trap per manufacturer specifications. Condensate drain shall be run at least (10) ten feet away from unit.

The Contractor shall provide rooftop units that have a factory warranty of 1-year parts and labor, 5-year compressor, 5-year heat exchanger. This documentation shall be submitted with closeout documents.

The Contractor to remove and dispose of all existing rooftop equipment that is being replaced including a Micromet energy recovery wheel unit, a Carrier heat pump and evaporator coil, a Reznor outside air intake heater and all rooftop ducting that is not being reused.

New units shall utilize R-410a refrigerant

The Contractor shall provide a unit that uses 2" filters. Contractor shall provide MERV-8 filters.

The Contractor shall order package unit with filters before heat recovery wheel, including return air and outside air plenums. This is to minimize the amount of dirt that will come into contract with the energy wheel.

An outside screen filter shall be installed to prefilter the air entering the unit along with rain hoods.

All unit access panels shall be hinged and utilize a handle to open.

The Contractor shall use externally insulated ductwork for all new duct work to be added. If existing duct work is to be replaced to support increased CFM, it shall be externally insulated as well. The external insulation shall be wrapped in aluminum cladding and sealed to prevent water entry. All metal duct work shall be sealed for air tightness.

Contractor shall be responsible for any curb alterations required for system.

Contractor shall seal any curb adapters or supports that are to no longer be used to be weather tight.

Contractor shall insulate any roof curbs or curb adapters.

Contractor shall be responsible for any and all roofing work required to complete the project.

The Contractor shall be responsible for providing a licensed electrician to provide electrical connections for new unit and addition of service outlets. This contractor will be added to the building permit and must be current on registration with the County.

The Contractor shall provide new electrical non-fused disconnect switch on roof for each unit. A factory installed disconnect on the unit will be acceptable.
Contractor shall provide unit with 120V 20-amp GFCI outlet at unit for future service.
Any metallic liquid tight conduit shall be replaced on the roof to conduit stub up through the roof. Reusing of metallic liquid tight flexible conduit shall not be permitted.
Any electrical boxes for the units being replaced shall be replaced with new weather tight boxes.
Any unit that is fed through the curb adapter shall remain fed through the curb adapter.
The Contractor may have to replace Eaton FDPWT fusible miscellaneous switch in the switch gear to a higher amperage switch to accommodate a larger rooftop package unit if two units are to be combined into one.
New units shall be ordered with hail guards.
The Contractor will be responsible for coordinating wiring of unit to communicate with Trane Tracer SC building management.
The Contractor shall include in their cost to have ALL natural gas lines on the exterior of the building painted with a rust neutralizer and 2 coats of bright yellow paint. Preparation of any existing gas line can include wire brushing to remove rust or applying a rust remediation agent prior to 2 coats of yellow paint. Care shall be taken so no paint is accidentally spilled on roof. Bidding contractor can self-perform, or contract work out.
The Contractor shall provide new gas regulators and provide proper rain hood with screen on vent of regulator unless regulator vent faces downward.
The Contractor shall provide and install new duct detectors in the return duct. New detectors to be installed and wired to all current codes adopted by the County and connected to rooftop unit. An alarm point shall be programmed on building management system.
The Contractor shall connect new rooftop units to existing fire alarm shut down. This will be tested to verify operation.
The Contractor shall run all condensate drain across roof no less that 10 feet away from the unit.
The Contractor shall coordinate and perform start up with Trane Company technician on-site for building management integration. The building management must communicate all building alarms to the email and pager systems for proper notification. This is currently not working and will need to be corrected. This cost shall be included in the proposal.
The Contractor shall have Trane program the floor plan to be color coded for the area served by each rooftop unit. This will help with troubleshooting hot and cold spots in the future and applies to the entire building, not just the units in this scope of work.
The Contractor shall label rooftop units with 3" tall vinyl lettering. The exact labeling shall be determined by the County.
The Contractor shall provide an air balancing report to verify each new system is installed to designed Air Change per Hour specs.

CLOSEOUT

The Contractor will need to verify with Trane and the County that the building management is properly working and communicating alarm notifications to the County email and pager systems.
The Contractor will need to verify graphic layout with the County and the County shall approve graphics prior to final payment.
Provide on-site walk through of equipment and walk County technicians through the O&M process of the units.
The County HVAC supervisor shall review the Trane Ensemble graphics and approve layout.
Two sets of manufacturer documents including Operation & Maintenance manuals, contractor submittals, warranty documents, and sequence of operations printed out and organized neatly in a 3 ring binder. These shall also be submitted digitally on a thumb drive for storage on the server.
Required warranty documents including effective start date and expiration date of warranties.
DEBRIS REMOVAL AND SITE RESTORATION:

- The Contractor must leave the work site in the same condition as that found upon the initial arrival of the Contractor.
- The Contractor shall be responsible for cleanup and removal of all screws and other waste generated by them or their subcontractors.
- The Contractor shall be liable for any roof leaks and interior building damage by roof leaks caused by screws or debris puncturing roof membrane during installation.
- The Contractor must remove and dispose of all debris, installation materials, refrigerants, oils, and adhesives according to all Local, State, and Federal regulations.
- The Contractor must provide an appropriate certificate of disposal for the subject debris upon request of the County.
Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: 5/21/20
Signature: [Signature]
Title: VP
Company: MURPHY

Proposal Response from (please complete)
Murphy Company
Name of Company or individual
**BID FORM**  
**IFB 20-070**  
*Pet Adoption Center Procurement and Installation of Rooftop HVAC Units*

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<tr>
<td>Cost for equipment and installation of systems that provide 10 Air Changes per hour</td>
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<td>Bonds: Additional cost to provide Performance and Payment bond if the award exceeds $50,000</td>
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<td>Total Cost for this project</td>
<td>$ 299,145.00</td>
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**Authorized Signature:**  
(signature indicates acceptance of all bid terms and conditions)
Appendix A – General Contractor Qualification

(Yes / NO)

YES

YES

Contractor shall list current Experience Modification Rate (EMR)

Exclusions or deviations claimed by Contractor (if any) must be explained on the Exception Sheet included in the bid packet.

Authorized signature

Date 5/21/20

20-070 Pet Adoption Center Procurement and Installation of Rooftop HVAC Units
Page 16 of 22

Proposal Response from (please complete)
Murphy Company
Name of Company or individual
May 21, 2020

St. Charles County Finance Department  
201 North Second Street, Room 541  
St. Louis, MO 63101

ATTN. Pam Luesse

RE. 20-070 Pet Adoption Center Procurement and Installation of Rooftop HVAC Units  
Murphy #210288

Pam:

Enclosed is our Lump Sum proposal for the mechanical work, which includes the design and installation of the HVAC for the referenced project in accordance with our interpretation of the following:

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<th>Dated</th>
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<td>20-070 Addendum 2</td>
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Please find attached:

- DESCRIPTION OF HVAC
- DESCRIPTION OF CONTROLS
- QUALIFICATIONS
- PRICING INFORMATION

We appreciate the opportunity to be considered for the Mechanical Design/Build work on this project and would be pleased to further discuss our proposal at your convenience.

Respectfully submitted,

Jennifer Johnston  
Service Account Manager

Cc: Mike Eilers, Project Manager, Facilities Management Department.
APPLICABLE CODES

This proposal is based on generally accepted installation procedures, Murphy Company specifications, design, and the applicable codes listed:

2015 International Building Code
2015 International Mechanical Code
2015 International Fuel Gas Code
2014 National Electric Code

DESCRIPTION OF HVAC

Work to be performed is based on Murphy Company design and the following scope:

A. HVAC SYSTEMS

1. Cut roof and install (2) new roof curbs. We have included a $10,000 allowance for structural review and installation of new support steel.
2. Supply and install (2) new Trane Horizon rooftop units with DDC controls as specified.
3. Supply and install the necessary gas and condensate piping for the new roof units.
4. Supply and install new supply and exhaust ductwork from our new units and tie into the existing ductwork.
5. Start-up and balancing.
6. Reclaim refrigerant and demolish (1) rooftop, and (1) DX split system and cap roof penetrations. Demo electrical and control services to equipment.
7. Demo (1) gas furnace and (2) heat wheel on roof and cap roof penetrations. Demo electrical and control services to equipment.
8. Supply and install new electrical power to two new units from existing panels.
9. Furnish and install one new rooftop smoke detector for standalone shutdown.

NOTE: We anticipate installing the new units before removing the existing systems to limit the amount of down time.

B. DESIGN CONDITIONS

The heating, ventilating and air-conditioning systems will be designed and selected to satisfy the following design conditions:

1. Outdoor Design Conditions:
   a) Summer: 95°F.DB/78°F.WB
   b) Winter: 60°F.DB
2. Indoor Design Conditions (occupied area):
   a) Summer: 75°F.DB (+/-2) 50% RH +/-5%
   b) Winter: 75°F.DB (+/-2)

3. Indoor Design Conditions (unoccupied area):
   a) Summer: 80°F (+/-3)
   b) Winter: 65°F. (+/-3)


5. Physical Conditions:
   a) Wall Construction ........................................... U = 0.08
   b) Roof Construction ......................................... U = 0.05
   c) Lights ....................................................... = 1.0 watts/SF
   d) Miscellaneous ............................................... = 1.0 watts/SF
   e) People (gross area) ....................................... = 1/150 SF

C. MATERIALS AND METHODS

HVAC components will be based on the following:

1. Ductwork to be galvanized sheet metal, constructed per latest edition of the HVAC DUCT CONSTRUCTION STANDARDS MANUAL. All joints to be sealed per code.

2. Temperature controls to be electronic with control and interlock wiring by the Mechanical Contractor.

3. Supply ductwork to be insulated per code.

4. All low voltage control wiring will be plenum rated.

5. Natural gas piping to be Schedule 40 Black Steel with 150# screwed fittings and/or standard weight welded fittings.

6. Condensate water piping to be Schedule 40 PVC.
QUALIFICATIONS

A. INCLUDED

1. GUARANTEE (One year period against defects in materials and workmanship provided that preventative maintenance is performed on a regularly scheduled basis. We can provide you this service or provide a plan for the owner to follow if they opt to use internal forces or another service provider).
2. PLANS/SPECS (Preparation for our work).
3. HOISTING (For major equipment we furnish).
4. CONTROLS (And interlock wiring for systems we furnish).
5. SMOKE DETECTORS (Furnished and installed for standalone shutdown).
6. TESTING/BALANCING (For our systems).
7. SEISMIC BRACING (For our systems where required by code).
8. RECORD SET DRAWINGS (For our systems).
9. CURBS (For all roof penetrations).
10. EXTENDED COMPRESSOR WARRANTY (Four-year parts only on Reciprocating Compressors).
11. NATURAL GAS PIPING (From tie-ins to equipment we furnish).
12. ROOFING (For any new curbs, otherwise any existing curbs to remain and capped where applicable).
13. CEILING REMOVAL/REPLACEMENT (No new ceiling tiles anticipated).
14. ELECTRICAL (Power wiring, disconnect switches, and convenience outlets).
15. STRUCTURAL WORK (Support steel, framing, for new equipment).

B. EXCLUDED

1. PERMIT FEES
2. TAX (Tax exempt).
3. EXISTING SYSTEM (This proposal anticipates the existing HVAC system has the size and capacity to meet the needs of the proposed tenant load. Additions, corrections, or refurbishing of the existing system to correct an existing problem is out of the scope of this proposal).
4. UNIDENTIFIED WORK (The limits of work to be performed by Murphy Company are defined by this proposal. Every reasonable effort has been made to identify and include all work and scope required to complete this project within the limitation of time, access, scope documents, and record documents available at the time this proposal is offered. Any unidentified work required for the completion of the project will be billed as an additional charge at a mutually agreed upon time and material rates).
5. CLEANING (Cleaning of diffusers or ductwork).
6. CUTTING/PATCHING (Or finish restoration).
7. **TEMPORARY UTILITIES/FACILITIES** (Lights, power, heat, water, toilets, drinking water, dewatering for other trades).
8. **FIRE PROTECTION** (Sprinklers, standpipe, fire services, smoke or fire alarm interlock wiring and switches).
9. **BOND** (Payment and performance).
10. **PREMIUM TIME** (Cost of overtime or shift work).
11. **FUTURE** (Equipment capacity or connections for future tie-ins, tenant finish).
12. **REFURBISHING** (Of any existing Systems, Fixtures or Equipment).
13. **PATCHING/SEALING** (Of existing ductwork).
14. **CODE UPGRADES** (For existing systems, unless specifically indicated herein).
15. **BUILDING MANAGEMENT SYSTEMS**
16. **HUMIDIFICATION** (For winter / summer operation, including water & drain piping).
17. **CLIENT-SPECIFIC AutoCAD STANDARDS** (We exclude compliance with AutoCAD standards or drawing conventions other than Murphy standard).
18. In no event, whether in contract (including indemnification and warranty), tort (including negligence), strict liability or any other legal theory shall Murphy Company be liable to Customer for any special, remote, punitive, indirect, incidental, or consequential damages, including but not limited to interruptions in business operations, inconvenience, loss of financing, loss of use, or loss of profits.

C. **CONDITIONS**

1. **TERMS** – This proposal is conditioned upon the use of the AIA A141 (DB with Owner) where Murphy Company will contract directly with the Owner.

2. **SCHEDULE:**
   - Construction Start: Summer 2020
   - Construction Completion: Summer 2020

   All work shall be done during regular working hours (7:00 AM to 3:30 PM, Monday-Friday). The work shall proceed at a normal pace; costs for compressing or extending the construction period are excluded. All work to be performed in unoccupied spaces. We qualify that we may have input into the schedule.

3. **PRE-PURCHASE/PRE-FAB** - We require that we will be reimbursed for offsite stored material and equipment, and pre-fabricated material and labor items.

4. **DESIGN FEE** - To be paid to us regardless of any condition, even if project is abandoned, for any engineering work performed after “Notice to Proceed” is issued.

5. **UNIDENTIFIED WORK** – The limits of work to be performed by Murphy Company are defined by this proposal. Every reasonable effort has been made to identify and include all
work and scope required to complete this project within the limitations of time, access, scope documents, and record documents available at the time this proposal is offered. Any unidentified work required for the completion of this project will be billed as an additional charge at mutually agreed upon time and material rates.

6. **PAYMENT TERMS** - Request for payment will be made monthly, based on monthly-accepted Schedule of Values. Payment to be received within thirty- (30) working days.

7. **HAZARDOUS MATERIALS** - Murphy Company scope of work does not include identification, removal, handling, installation or treatment of any toxic or hazardous materials, or substances, including, but not limited to asbestos and PCB’s. Should any such materials or substances be within or near the areas of our work, Owner or General Contractor agrees to immediately warn and identify the same to Murphy Company personnel. Should any such materials or substances be encountered in the performance of our work, Murphy Company may suspend work until others employed by General Contractor or the Owner remove the same and certify in writing to Murphy Company that the premises are free of the same and direct Murphy Company to return to work. Murphy Company shall be issued a change order and paid all reasonable suspension-of-work costs attributable to such suspension of work and allowed an equitable extension of contract performance time.

The General Contractor/Owner shall indemnify Murphy Company from any damage that results from the presence of any hazardous materials.

D. **OWNER RELATED SCOPE** - The following items are **not included** in our scope of work, but are part of the overall project requirements, and should be provided by others.

1. **OWNER INTERFACE** - Coordinate shutdowns as required to facilitate tie-ins to existing systems during regular working hours.

2. **DUST PROTECTION** - As required for existing areas remaining in operation.
PRICING INFORMATION

We offer the LUMP SUM pricing to perform the mechanical work for the above referenced project, which includes the design and installation of the HVAC and CONTROLS, per the following:

A. BASE PROPOSAL PRICING

HVAC & CONTROLS

$295,250

Volatile market conditions related to the Covid-19 (Corona Virus) continue to fluctuate. This proposal does not account for equipment/material delays or shortages, labor shortages, plant shut-downs, office closures, or any cost or schedule related impact to this project.

Our proposal is good for thirty (30) days and commodities are based on current pricing and market conditions. No escalation costs are included. Labor rates are good through the projected completion date herein.

Please note that pricing breakouts are for bookkeeping purposes only and are not to be construed as separate bids.
Appendix B – Customer References

Client: SEE ATTACHED
Type of System: ____________________________
Point of Contact: __________________________
Contact Phone Number: ______________________

Client: _________________________________
Type of System: __________________________
Point of Contact: __________________________
Contact Phone Number: ______________________

Client: _________________________________
Type of System: __________________________
Point of Contact: __________________________
Contact Phone Number: ______________________

Client: _________________________________
Type of System: __________________________
Point of Contact: __________________________
Contact Phone Number: ______________________

Client: _________________________________
Type of System: __________________________
Point of Contact: __________________________
Contact Phone Number: ______________________
Appendix C – Bidder Project Timeline and Alternate 1 Timeline

The bidder shall provide a timeline of project. The Contractor shall provide a typical timeline for projects, as well as an Alternate cost for an expedited project as well as the expedited timeline. Provide alternate cost for expediting on Bid Form.

This shall include the following:

Engineering timeline- __________________ weeks

County design review timeline- One weeks

Unit manufacturing timeline- __________________ weeks

Installation timeline- __________________ weeks
References

Edward Jones
   Jodi Gay
   Facility Director
   201 Progress Parkway
   Maryland Heights, MO 63043
   Telephone: 314-515-9106
   Email: jodi.gay@edwardjones.com

CBRE/Wells Fargo
   Thomas C. Kuhn, RPA, FMA, SMA
   Sr. Chief Operating Engineer
   CB Richard Ellis Global Corporate Services
   1 North Jefferson Ave.
   St. Louis, MO 63103
   Telephone: 314-955-2780
   Email: tom.kuhn@cbre.com

Christian Northeast Hospital
   Perry Hartwick
   Director of Facilities
   CHNE, Suite 2202
   11133 Dunn Rd.
   St. Louis, MO 63136
   Telephone: 314-653-4381

Gateway Regional Hospital
   Gary Sorenson
   Director of Facilities
   2100 Madison Ave.
   Granite City, MO 62040
   Telephone: 618-781-5819
   Email: gary_sorenson@chs.net

Mercy Health
   Don Beaver
   Operating Engineer
   3637 S. Geyer Rd.
   St. Louis, MO 63127
   Telephone: 314-974-5593
   Email: Donald.beaver@mercy.net
BANK REFERENCE

Enterprise Bank
150 North Meramec
PO Box 66940
Clayton, MO 63105
Meg Schneithorst, Vice President
Phone: (314) 725-5500
Fax: (314) 725-2957
mschneithorst@enterprisebank.com

BONDING REFERENCE

Surety: Fidelity and Deposit Company
(Zurich N.A.)
Agent: Lockton Companies
(DeAnna Maurer)
Phone: (314) 812-3832
Fax: (314) 812-6932
dmaurer@lockton.com

INSURANCE REFERENCE

American Contractors Insurance Group
12222 Merit Drive, Suite 1660
Dallas, TX 75251
Jack Florence, Account Executive
Phone: (972) 702-9004
Fax: (972) 687-0604
Jack.florence@acig.com

DUN & BRADSTREET REFERENCE

DUNS No: 00-383-3365
Rating: 4A2
SIC Code: 1711

FEDERAL ID NUMBER

43-0705361

NAICS CODE

238220

TRADE REFERENCES

American Metals Supply Co., Inc.
1195 Horan Drive
Fenton, MO 63026
Jim Morton, General Manager
Phone: (636) 349-5560
Fax: (636) 349-6534
jmorton@americanmetalssupply.com

Langendorf Supply, Co., Inc.
4653 Crossroads Industrial Drive
Bridgeton, MO 63044
Ken Arnsmeyer, President
Phone: (314) 291-4892
Fax: (314) 291-7815
karnsmeyer@lsco-inc.com

Atlas Plumbing Supply Co., Inc.
3820 Dr. Martin Luther King Drive
St. Louis, MO 63113
Leigh Suffian, Vice President
Phone: (314) 533-1500
Fax: (314) 533-1588
lsuffian@atlussupplyco.com

Miracle Supply Company
1580 North & South Road
St. Louis, MO 63130
Mike Dattilo, President
Phone: (314) 426-4455
Fax: (314) 426-0750
miked@miraclesupply.com

6/22/16
Budrovich Excavating Company
10328 Lake Bluff Drive
St. Louis, MO 63123
Brain Kollmeyer
Phone: (314) 892-3030
Fax: (314) 892-6105
bkollmeyer@budrovich.com

Ferguson
6745 Romiss Ct.
St. Louis, MO 63134
Jason Ottenad
Phone: (314) 522-3300
Fax: (314) 522-3340
Jason.ottenad@ferguson.com
Appendix D Manufacturer and Model of Equipment

Please provide the type of energy recovery system for Kennel A and B. Provide the manufacturer and model of proposed system.

<table>
<thead>
<tr>
<th>Item</th>
<th>Type of System</th>
<th>Manufacturer</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heat Pump 3/Heat Exchanger 3 Replacement</td>
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<td></td>
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<tr>
<td>Rooftop Unit 3 Replacement (If not combined with Heat Pump 3)</td>
<td><strong>MUA</strong></td>
<td><strong>TRANE</strong></td>
<td>0A80D072</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>0A9D0040</td>
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</table>

Proposal Response from (please complete)

Murphy Company

Name of Company or individual
Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: Murphy Company

Business Address: 1233 N. Price Road

St. Louis, MO 63132

Business Hours: 7:00am-4:30pm

Phone: (314)997-5018 Fax:

Email address: jjohnston@murphynet.com

Contact Person: Jennifer Johnston

Authorized Signature: [Signature] (Indicates acceptance of all bid terms and conditions)

Date: 5/21/20
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Chris Carter (Name of Business Entity Authorized Representative) as Service · V.P. (Position/Title) first being duly sworn on my oath, affirm Murphy Company (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Murphy Company (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative’s Signature

Title

E-Mail Address

carter@murphysnet.com

Subscribed and sworn to before me this 21st of May, 2020, I am commissioned as a notary public within the County of St. Louis, State of Missouri, and my commission expires on April 30, 2021.

Signature of Notary

TRACY DIONNE D’ALMEIDA-RICE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 30, 2021
Commission # 17639479

Proposal Response from (please complete)
Murphy Company
Name of Company or individual
EXHIBIT A

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S., complete only Section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list all products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
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</table>

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

20-070 Pet Adoption Center Procurement and Installation of
Rooftop HVAC Units
Proposal Response from (please complete)
Murphy Company
Name of Company or individual
May, 15, 2020

ADDENDUM #1

IFB 20-070 Pet Adoption Center Procurement and Installation of Rooftop HVAC Units

Addendum #1 is being issued for the Pre-Bid sign in sheet along with mechanical and structural plans and the original air building balancing report.

Bidders shall sign this Addendum as acknowledgment and return it with the bid.

BID ADDENDUM

Addendum #1

We, the undersigned, acknowledge the receipt of the above addendum, as dated.

By: [Signature]

Title: [Title]

Company: [Company]

Date: [Date]
May 18, 2020

ADDENDUM #2

IFB 20-070 Pet Adoption Center Procurement and Installation of Rooftop HVAC Units

Addendum #2 is being issued to address an add to the specifications.

If determined that a make-up air unit is to be used with an energy recovery system, the make-up air unit shall have filter racks in the return air chase prior to the energy recovery media, and a filter rack is to be installed in the outside air chase before the energy recovery media. This is to minimize the amount of dirt debris that can come into contact with the energy recovery media.

Bidders shall sign this Addendum as acknowledgment and return it with the bid.

BID ADDENDUM

Addendum #2 Dated 5/21/2020

We, the undersigned, acknowledge the receipt of the above addendum, as dated.

By: [Signature]  
Title: V.P.  
Company: Murphy  
Date: 5/21/20
<table>
<thead>
<tr>
<th>Company</th>
<th>Contact</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>JIM ROCK HILL</td>
<td>JIM WARD</td>
<td>314-713-1147</td>
<td><a href="mailto:jward@vhninc.com">jward@vhninc.com</a></td>
</tr>
<tr>
<td>Haberberger</td>
<td>John Gallia</td>
<td>314-486-1535</td>
<td><a href="mailto:john@haberbergerinc.com">john@haberbergerinc.com</a></td>
</tr>
<tr>
<td>Haberberger</td>
<td>Craig Brandt</td>
<td>618-728-9032</td>
<td><a href="mailto:cb@haberbergerinc.com">cb@haberbergerinc.com</a></td>
</tr>
<tr>
<td>Haberberger</td>
<td>John Gallia</td>
<td>314-486-1535</td>
<td><a href="mailto:john@haberbergerinc.com">john@haberbergerinc.com</a></td>
</tr>
<tr>
<td>Taylor Croce Bedes</td>
<td>Cory Rock</td>
<td>314-452-8605</td>
<td><a href="mailto:cory@taylorcrocebedes.com">cory@taylorcrocebedes.com</a></td>
</tr>
<tr>
<td>Scott M. Murphy</td>
<td>SCOTT MUSIL</td>
<td>317-672-1615</td>
<td><a href="mailto:smusil@murphy-fc.com">smusil@murphy-fc.com</a></td>
</tr>
</tbody>
</table>
Guidelines for Standards of Care in Animal Shelters

The Association of Shelter Veterinarians • 2010

Authors:
Sandra Newbury, Mary K. Blinn, Philip A. Bushby, Cynthia Barker Cox,
Julie D. Dinnage, Brenda Griffin, Kate F. Hurley, Natalie Isaza, Wes Jones, Lila Miller,
Jeanette O’Quin, Gary J. Patronek, Martha Smith-Blackmore, Miranda Spindel
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to increase available space and create multi-compartment housing units (UC Davis 2009). Cats must have places to hide (e.g., paper bag or box large enough to provide concealment) and should have high points to perch upon (Carlstead 1993; Crouse 1995; De Monte 1997; Griffin 2002, 2006, 2009a; Hubrecht 2002; Rochlitz 1999, 2002; Wells 2000]). One study found that the ability to hide led to decreased stress hormones in cats (Carlstead 1993). Ideally, cats should not be restricted to floor level cages, since these are more stressful compared to elevated cages.

As the length of stay increases (e.g., beyond 1–2 weeks), it becomes progressively more important to provide space that is both mentally and physically stimulating; alternatives to traditional housing must be provided. For animals housed long term, the physical environment must include opportunities for hiding, playing, resting, feeding, and eliminating. For cats, the environment should also allow for scratching, climbing and perching. Protected indoor-outdoor access is ideal for most species, especially when animals are held long term. Outdoor spaces must be suitably enclosed to protect from adverse weather, vandalism, and prevent escape or predation.

2. Surfaces and Drainage
Non-porous surfaces that can be easily disinfected and are durable enough to withstand repeated cleaning should be used in all animal areas and must be used in those areas housing puppies and kittens, or animals who are infectious or who are newly admitted with an unknown health history. These principles are equally important in home-based programs. A sealed, impermeable surface, such as sealed concrete or epoxy is ideal for flooring (New Zealand 1993). Carpets should not be used in animal housing areas because it cannot be effectively cleaned and disinfected. In a home-based setting or light use situation, linoleum or tiled floors may be acceptable, but seams and grout lines require higher maintenance and attention to sanitation than a sealed surface. Points where walls meet floors should also be sealed. Peeling, scratched or chipped floors that cannot be properly sanitized should be repaired or replaced.

Special accommodation (e.g., soft bedding or slip-proof mats) is required for animals with arthritis, muscle weakness, or other mobility impairments as these animals may have difficulty rising if surfaces are too slippery. Floors should be gently sloped to enable wastes and water to run off into drains. Waste water should not run off into common areas or adjacent kennels. Adequate drainage must be provided (New Zealand 1993). When drains are located in common areas special care must be taken to sanitize and disinfect these areas prior to allowing animal access. Drain covers should be designed to prevent toes from being caught in drains.

3. Heating, Ventilation, and Air Quality
Temperature and humidity recommendations vary with the species of animal being housed, but it is essential that each primary enclosure allows an animal to comfortably maintain normal body temperature (AVMA 2008a; New Zealand 1993). Temperature and humidity levels should be evaluated at the level of the animal's body within its enclosure.

For dogs and cats, the AVMA recommends the ambient temperature should be kept above 60°F (15.5°C), and below 80°F (26.6°C), and the relative humidity should range from 30 to 70% (AVMA 2008a). Because of breed, body condition, medical condition, haircoat, facial conformation, and age differences, animals must be monitored individually to ensure their comfort and to ensure they can adequately maintain their body temperature. If animals appear too cold (i.e., shivering or huddling together for warmth) or too hot (i.e., excessive panting), necessary measures must be taken to ensure animal comfort and safety (i.e., adjustments to the thermostat, additional bedding, fans, movement to another area of the shelter, health evaluation, etc.) Proper bedding materials, when kept clean and dry, can help animals maintain appropriate body temperature.

Cages or crates intended for short-term, temporary confinement or travel are unacceptable as primary enclosures and are cruel if used as such.
Fresh air is essential for maintenance of good health and well-being as well as limiting the spread of infectious diseases (CFA 2009). Proper ventilation removes heat, dampness, odor, airborne microbes, and pollutant gasses such as ammonia and carbon monoxide, while allowing for the introduction of fresh, oxygenated air. Ventilation must be maintained at a high enough rate to provide clean air in all areas of the shelter including within primary enclosures. All ventilation systems must be adequately maintained and air quality should be monitored at the level of the animal. Between 10 and 20 room air exchanges per hour with fresh air is the standard recommendation for adequate ventilation of animal facilities (European Council 1986; Johnson 2004; ILAR 1996).

Ventilation requirements vary depending on population density and pollutants in the air. A facility may require a higher ventilation rate when it is at full capacity compared to when it is relatively empty, as animals themselves are a major source of heat, humidity and ammonia. Other pollutants also increase with the number of animals housed. Ventilation rates may need to be adjusted seasonally and should not be thermostat-controlled. Systems that circulate air only when the temperature or humidity require adjustment do not provide adequate ventilation throughout the year. Ventilation must be accomplished without compromising maintenance of appropriate temperatures.

Because canine respiratory pathogens can be easily transmitted through the air, isolation areas for dogs should have separate air circulation from the rest of the facility (Appel 1972). Separate air exchange for feline isolation areas are a lesser priority as cats do not readily aerosolize their pathogens (Gaskell 1982; Wardley 1977). To prevent droplet transmission of respiratory viruses, however, cat cages facing each other should be spaced more than 4 feet apart (Gaskell 1977; Povey 1970; Wardley 1977). Although adequate ventilation to provide good air quality is essential, investment in enclosures and other aspects of facility design that reduce fomite transmission (e.g., double-sided enclosures that allow animals to remain inside their enclosures during cleaning) is also critical to animal health. Even excellent ventilation will not overcome the harmful effects of inadequate housing.

Good air quality requires good sanitation and cleaning to reduce sources of airborne particles and gaseous contaminants such as ammonia, carbon monoxide, and hydrogen sulfide (FASS Guide 1999). Published guidelines for maximum ammonia exposures reflect hazards to human health or adverse effects on animal production and should not be used as an indicator of proper sanitation. Although some of the regulations for concentrated animal feeding operations cite minimum ammonia levels at or below 10 parts per million (ppm), acceptable levels in a shelter should be less than 2 ppm (G. Patronek 2010, unpublished data). In properly run shelters, ammonia should be below this level even before morning cleaning. Dust control is important because microbes may be transmitted by airborne dust (FASS 1999). Airborne dust can contain a variety of bioaerosols, particularly endotoxins, which have pro-inflammatory effects and a negative impact on lung function (Donham 2002; Rylander 2006, 2007).

4. Light
Facilities should be designed to offer as much natural light as possible. When artificial light is used, it should closely approximate natural light in both duration and intensity (CFA 2009; Griffin 2006; New Zealand 1993; Patronek 2001). Enclosures should be positioned so individual animals can avoid being exposed to excessive amounts of light or darkness. For example, cats on the lower level of a cage stack would spend most of their day in shadows unless light fixtures are mounted such that light shines into the lower level cages (CFA 2009). Cages should be spaced far enough apart to allow ambient light to reflect off the ceiling and floor. Adequate amounts of darkness are as important as light. Light and darkness should be provided so that they support the natural (circadian) rhythms of wakefulness and sleep.