Title of Bid: Justice Center Intercom Upgrade

Dept.: Facilities Management
Contact Person: Christine Ramsdell

Description (product/service, justification and use):

The Intercom System which allows Corrections Officers to use door controls and to communicate with inmates and officers was originally installed over many years with four separate providers. St. Charles County needs to upgrade part of the Criminal Justice Center Intercom system by replacing two existing systems, one of which is obsolete. The systems being replaced are used in multiple housing units and entrance points but does not cover all areas within the Corrections environment. This upgrade will replace all intercoms for the 1st Floor, 2nd Floor, one house unit on the 3rd Floor and one on the 5th Floor. It will not replace the system in its entirety, but replace two obsolete systems that no longer have parts available for repair or replacement. The remaining system is in good operation and parts are readily available now, however, at a future time that system will require an upgrade. While the Facilities Management department worked hard to keep an inventory of part to maintain this obsolete system, those parts became suddenly unavailable in late 2020. This is a critical system used for communication between the Correctional staff, inmate cells, and door control communications.

The new system proposed is the same Harding System that is installed in the new booking and release environment and will be fully integrated into the existing door control system that is also managed by Corsair to insure both systems work seamlessly. Previously there were up to four different intercom systems in place in the Corrections environment from different expansions over the years. This caused numerous issues in training and operating differences for Central Control and officers, multiple equipment interface, as well as maintaining an inventory for each system to support repairs as they failed. By moving to one system it will increase ease of use for Central Control and the Correctional officers in this critical environment, provide enhanced safety features and streamline maintenance and operational issues by stocking one set of parts for the system instead of multiple types. That alone will reduce maintenance cost and decrease repair time for a critical security system.

The equipment for this equipment is proprietary and integrated into our existing door control system and thus sole-sourced. The value of this contract is $170,825.00. It was included in 2021 Capital Plan.

Award to: Corsair Controls
Location: Highland, IL

Price: $170,825.00

Bid opening held on: 1/8/2021
Opened by: Brian Cox
Account number to be charged for purchase: 3019800 - 47850

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

Ferguson Facilities Supplies did not bid on all the requested glove sizes and supplied alternate bids, synthetic vinyl and synthetic nitrile glove as they did not have a nitrile glove source at this time who could provide the quantities requested.

If paying for 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 #: Sole Source

Additional Bids Received

The following additional bids were received:

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<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price</th>
<th>Yes</th>
<th>No</th>
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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.

[Signature]

1/8/2021
Date

[Signature]

1/12/21
Date

Approval or Concurrence of Director of Finance

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature

Date

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St. Charles County needs to upgrade a portion of the Criminal Justice Center Intercom system by replacing existing two systems, one of which is obsolete. This is a critical system used for communication between the Correctional staff, inmate cells, and door control communications. Previously, the Justice center had four different intercom systems in use from different expansions over the years. This caused numerous issues with operations as well as maintenance.

Operationally, the staff needed to know how to utilize each system depending upon the housing unit they were working. Additionally, Central Control had to manage the different systems and interface differently depending upon the housing unit being served. This also included answering different handsets serving the differing housing units. This can be particularly problematic during an emergency in this critical environment. None of the existing intercom systems integrate with the electronic door controls so staff were required to maneuver between the intercom equipment and the door control equipment for every interaction at the housing unit doors for inmate movement.

Maintaining these four systems required that staff had to be trained to troubleshoot the different systems, maintain a different inventory of parts and replacement devices for each system to ensure timely repairs, as well as coordinate with multiple resources to ensure systems were in place when outsourced repairs or replacements were needed. Over time, maintaining parts or securing new equipment became challenging and even unobtainable. Finding companies who could repair the equipment became difficult. One system was suddenly obsolete, when we were unable to obtain repair service to the equipment after the equipment was no longer available. This occurred in October 2020.

The new system proposed is the same Harding system that is installed in the new booking and release environment and will be fully integrated into the door control system. This system was recommended by the security controls consultant on the design team and selected to achieve full integration with the door control system, so they work seamlessly. Corsair is the area's
authorized dealer for the Harding system as well as the authorized dealer for the current door control system. By moving towards one system it will increase ease of use for Central Control and the Correctional officers in this critical environment, provide enhanced safety features and streamline maintenance and operational issues by stocking one set of parts for the system. That alone will reduce maintenance costs and decrease repair time for a critical security system.

While this proposal does not replace all systems, the remaining system is in good operations and parts are readily available now. However, at a future time when that system will require an upgrade, it would be beneficial to fully integrate into the door control system.
January 8th, 2021

Christine Ramsdell
St Charles County
300 N 2nd Street, Ste 101
St. Charles, MO 63301

Re: Single sourcing of Harding Intercom systems

Christine,

Thank you for allowing Corsair to explain the single sourcing of Harding intercom equipment for the upcoming intercom project at the St. Charles Correctional Center. Harding is a leading designer, manufacturer, and supplier of robust Intercom Systems for Correctional and High Security Communication Facilities located throughout North America. Harding Instruments is registered to the ISO9001 standard. From design through shipping, every assembly receives the attention of Harding’s highly trained staff. Harding’s staff has developed expertise in several advanced technology areas including: Microprocessor hardware and software, Digital Signal Processing (DSP), Advanced signal analysis, Digital logic, Analog circuits, Low temperature circuitry, and many more.

The following are the distinct factors that drive Harding as a single source solution:

➢ **Harding is being sourced for the following reasons:**

- Harding has been spec’d by the engineer for current and upcoming projects at the jail. For example, a Harding system has been installed in the new Booking and Bridge areas.

- Unlike the currently installed system from Care Hawk, the Harding system can be integrated into the Touchscreen control systems currently in use at the jail. This is evidenced in the new Booking and Bridge areas and would allow similar integration in Central Control. The Star Call solution currently in use is outdated and no longer available, and the DuKane system in use is aging significantly.

- Installing Harding systems will allow the jail to move from four disparate intercom systems to two. This would leave only one system to replace in the future creating a single solution across the jail.
Corsair Controls is an authorized Harding reseller for the area and has been St. Charles County Jail’s Security System Integrator for almost 26 years. As a result, we intimately know and understand the Jail’s Security Control System, operating procedures, communications infrastructure, and maintenance procedures. That level of knowledge and experience coupled with the factors reinforces our recommended selection of Harding as the best solution for the jail.

Please call if you have any questions.

Sincerely,

Alan Thuenemann
CONTRACTOR'S AGREEMENT FOR
Justice Intercom Upgrade PROJECT

This agreement made as of the 6 day of January in the year 2021

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

And the Contractor: Corsair Controls
Alan Thuenemann
190 Woodcrest Dr
Highland, Illinois
(618) 654-4403

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 One Hundred Seventy Thousand, Eight hundred, Twenty Five Dollars ($170,825.00).

ARTICLE 2. SCOPE OF THE WORK

The scope of the work is described in Exhibit A including Two (2) of "Option A" and Contract Documents 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 One Hundred and Twenty (120) days 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 Exhibit A 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

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.
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

Not used
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 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.

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

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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

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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: 01/05/2021

Name (printed): [Name]

Title: [Title]

NOTARY:

Subscribed and sworn to before me this _____ day of _____________, 202__, I am commissioned as a notary public within the County of _____________, State of _____________, and my commission expires on ____________.

[Signature of Notary] Date

Notary seal:

[Initial]
ST. CHARLES COUNTY, MISSOURI

By: ____________________________ Date: ____________
    Steve Ehlnann, 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: Supply intercom equipment and technical support to the electrical subcontractor.

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 exhibit A 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

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 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.

[Initial]
6. PAYMENT AND MATERIALS BOND

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 $0.00 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 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.

Initial
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.

(Initial)
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.

CONTRACTOR 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
- Certified Payroll documentation to verify prevailing wage requirements are being met
- 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
- 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 4:00 p.m. CST Monday through Friday and between 7:30 a.m. and 4:00 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 8:00 p.m. CST Monday through Friday and between 7:30 a.m. and 4:00 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:
   - 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

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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.
Mr. Brian Cox  
St Charles County Gov't  
Facilities Management  
300 N Second St, Ste 101  
St. Charles, MO 63301

Re: St. Charles County Correctional Intercom Upgrade

Brian,

Thank you for allowing Corsair Controls In (CCI) to present this scope of work and quote for the upcoming upgrade of the intercom systems at the St. Charles County Correctional Center. Our scope of work will concentrate specifically on the replacement of the existing intercom systems and will specify the work to be done directly by CCI and the work that should be accomplished by other contractors to complete a functional system in line with the project specifications. Please note that our quote includes “talk-back” capabilities which increase costs but were not originally anticipated during initial project discussions. We will also include potential deductions that can be utilized at the county’s discretion.

- Corsair will provide the following materials and services:
  - Specific materials and intellectual property (Corsair’s “Parts & Smarts” Service), coordination with the owner, and coordination with the electrical contractor for the overall project.
  - Harding 400 Series Digital Communication Controllers (DCC) and Talk Back Expanders (TBE) for unit’s K/L, M, S, J, and for the 1st & 2nd floor units controlled from the 2nd floor Master Control room. A Harding 400 Series DCC will be used for unit’s Q and N/P and they will share the TBE utilized for unit M to consolidate functionality and improve cost.
  - Harding IMS-641 Master Stations in unit’s K/L, M, N/P, Q, S, and J, and two IMS-641 Master Stations in Central Control (NOTE: The third master station in Central Control will remain a TMM-641, “gooseneck” style device; see Option A below).
- Harding ICE-420-127 intercom stations and MTA-104 connector kits for intercom stations in unit’s K/L, M, N/P, Q, S, J, and the 1st & 2nd floor stations connected to the 2nd floor Master Control room.
- All required Harding QCB-120 Quick Connect Terminal Boards and cabling needed for installation in the units affected.
- Moxa, 12 port (8 RJ45 ports, 4 SFP ports for fiber), Gigabit, Layer 2 Managed Ethernet Switches in unit’s K/L, S, J, the 2nd floor Master Control Room and the 3rd floor Central Control center.
- All Power supplies required.
- Mounting panels for equipment needed for existing rack enclosures (NOTE: in some cases, a custom rear panel door may be required to be fabricated for racks that will not currently accommodate certain Harding devices, and this will require charges above the quoted amount).
- Intercom programming for each unit in the project.
- Coordination with electrical contractor* for installation of onsite hardware, wiring, and network connections needed. (*Note: Appropriate information has been supplied to the electrical contractor for their separate quotation related to this project.)
- Onsite testing.
- Performance Bond

The following should be provided by the selected electrical contractor and will not be provided by CCI. This quote does not contain the following items or associated equipment, installation, integration, or other work unless expressly described in the items provided above.
- The installation of any components – Electrical Contractor will install all components provided by CCI (Head-end equipment and field devices).
- Electrical Contractor will provide and install all conduit, cabling, conductors, back boxes, grounding systems, and other components required for a satisfactory installation.
- Electrical Contractor will terminate all field wiring to specified devices. CCI will supply required drawings and/or charts for the contractor to accomplish this.
- Electrical Contractor will assist with testing of system and network components provided by CCI.
Project Exclusions

- Sales or Use Taxes

The Scope of Work shall cost $170,825.00
(One Hundred Seventy Thousand Eight Hundred Twenty-Five and 00/100 Dollars)

Included in above price, two IMS641 master stations

Optional Addition:
- Option A: IMS 641 Master Stations to replace existing THM 641 “gooseneck” style Master Stations currently in Central Control and Booking Control.

The option shall be $972.00 / Each
(Nine Hundred Seventy-Two and 00/100 Dollars / Each)

Voluntary Deductions:

- Removal of Unit S Upgrade

The deduction shall be $22,950.00
(Twenty-Two Thousand Nine Hundred Fifty and 00/100 Dollars)

- Removal of Unit J Upgrade

The deduction shall be $25,090.00
(Twenty-Five Thousand Ninety and 00/100 Dollars)
Purchasing Notes:
The pricing in this proposal is valid for 90 days. Corsair will provide a detailed schedule of values for the project upon acceptance of the bid. Corsair shall prepare monthly invoices based upon the Schedule of Values and the percentage of materials purchased and tasks completed. Payments are due thirty days from date of invoice.

This Project is quoted at regular rates and times, on regular business days; Monday - Friday. Please check with our office if non-standard days, hours or holidays are desired. When available, they may be at a premium rate, above the quoted rates for this Project.

Corsair Controls shall supply a Certificate of Insurance for our regularly insured amounts. Higher limits can be provided if required. Contractor shall reimburse Corsair for the cost of providing any higher limits.

Please call if you have any questions.

Sincerely,

Alan Thuenemann