



LEGAL NOTICE

INVITATION FOR FORMAL BID

IFB 20-134

For

Justice Center Intercom Upgrade

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Justice Center Intercom Upgrade**. 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 “**20-134 Justice Center Intercom Upgrade**” 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 12/18/2020 at 2:30 PM, in **Room 116** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

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:

Brian Cox, Project Manager
Facilities Management Department
St Charles County Government
300 North Second St, Room 101
St. Charles, Missouri 63301
Fax: (636)949-3014
bcox@sccmo.org

A mandatory pre-bid meeting will be held at 301 N second St. St. Charles, MO 63301 on 12/8/20 10:00 a.m. or 11:00 a.m. You must schedule ahead of time with Brian Cox (636) 949-1890 space is limited

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **2:30 PM** on **12/14/2020**. 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 (see attached) shall be effective for the approximate five (5) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for one (1) additional five (5) month period at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- 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 #27, as of July 1, 2020.

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 of the bid accepted by the City 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 \$3,000,000CSL.

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.

➤ **BONDS:**

Bid Bond- A 5% deposit of the bid total, presented in the form of a cashier's check, Certified check, or bid bond, made payable to St. Charles County

Performance Bond- A 100% Performance and Payment Bond in favor of the Owner. The Security Co. representing Contractor must be authorized to do business in the State of Missouri and be approved by Owner. Performance and Payment bond will be required if project is \$50,000.00 or greater

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 is 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:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

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."

_____ "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.

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 be permitted to work Monday through Friday between the hours of 7:30 am and 4:00 pm. Any changes to the specified work schedule must be approved by the Project Manager at least 2 days before the change occurs.
- The Contractor shall have all proper licenses that are current with the County and State of Missouri
- The Contractor shall agree to have all employees working in the facility to undergo a background check performed by St Charles County Department of Corrections. The Contractor shall submit a digital photo of the driver's license of each employee working on site. This is a zero-tolerance policy and **ANY** employee working in the jail must pass the background check. This could apply to any persons working for the contractor depending on the duration of time in the building. Contractor will always be escorted while working in the secure area of the jail.
- The Contractor is required to have every employee working on the site, that has passed a background check, sign a Prison Rape Elimination Act (PREA) acknowledgement form. This form is attached to the bid document.
- The Contractor shall provide a key contact for when work on the system will be performed. This key contact shall notify the County project Manager when they will be performing work.
- The County will provide a PDF of the floorplan that equipment is being replaced on. Contractor shall be responsible for providing an as-build drawing showing where devices are located, and device address. This shall be provided to the County in a PDF digital format.
- The Contractor shall notify the project manager of any deficiencies in the building that may impact project cost. 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 project manager. Should the Contractor proceed without proper written authorization, Contractor will be performing work at risk and payment for said work will not be provided.
- 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 15 feet of all building entrances per County Ordinance No. 18-070. This also applies to electronic smoking devices.
- The Contractor shall notify the Project Manager of no less than 2 days in advance and get permission before proceeding with disruptive operations.

General Scope

The overall intent for this installation is to remove and replace the existing DuKane intercom headend and intercom stations from the first floor, second floor, fifth floor, and from third floor, Unit J only. The work will be scheduled and coordinated to be done one housing unit or area at a time.

The intercom hardware will be provided to the contractor by the county's product supplier. The materials to be provided are intercom controllers, termination blocks, manufacturer's cabling that connect controllers to termination blocks, paging controllers, and intercom stations.

Any wire needed for the installation will be provided by the contractor. The existing wiring from the headend equipment to the individual intercom stations is intended to be reused.

The work encompasses

- Removing and replacing the existing DuKane headend equipment, intercom stations, and the desk master stations in each housing unit.
 - Installation of new ethernet cabling to connect to the new intercom security network.
 - Re-termination of the wiring at the field and headend locations.
 - Installation of new intercom station in cell areas and hallways in the described areas.
 - The Contractor is responsible for the successful design and engineering of the low-voltage system. The details provided in this bid are to supplement the installation and are not an engineered solution.
- *Summary of equipment to be used (totals are approximate and subject to change)*
- Unit K/L: replace DuKane headend, install new intercom master station and 30 intercom stations.
 - Unit M/K/L/Q: replace DuKane headend.
 - Unit M: install new intercom master station and replace 19 intercom stations.
 - Unit N/P: install new intercom master station and replace 24 intercom stations
 - Unit Q: install new intercom master station and replace 14 intercom stations

- Unit S: replace the DuKane headend, install new intercom master station and 20 intercom stations
- Unit J: replace the DuKane headend, install new intercom master station and 34 intercom stations
- Central Control: replace the DuKane headend, install two intercom master stations and replace 32 intercom stations

Ethernet Wiring

The system upgrade will require existing ethernet cabling to be replaced, or new cabling to be installed where required.

The current systems use Category 3 cable for connection from the unit master stations to the headend system. This will need to be replaced with Category 6A cable in the following locations:

- From the unit master control station in Unit K/L to the switch located in the K/L PLC enclosure. This will be a new conduit run.
- From the unit control station in Unit M to the switch located in the M PLC enclosure. Existing conduit path can be utilized, but unsure of its location.
- From the unit control station in Unit N/P to the switch located in the M PLC enclosure. Existing conduit path can be utilized, but unsure of its location.
- From the unit control station in Unit Q to the switch located in the Q PLC enclosure.
-

New Category 6A cable will be required from the new Harding controllers to the assigned switches:

- From the unit K/L intercom headend to the Ethernet switch located in the unit K/L PLC enclosure.
- From the second-floor intercom (Units M and N/P) headend to the Ethernet switch located in the unit M PLC enclosure.
- From the unit Q intercom headend to the Ethernet switch located in the unit K/L PLC enclosure.
- From Central Control second floor intercom headend to the Ethernet switch located in the unit M PLC enclosure.

First Floor

The existing intercom equipment is currently located in the unit K/L sub-control room. The existing headend equipment and field intercom stations will be removed and turned over to the owner.

The field cables from the intercom stations and paging speakers are terminated on 66 blocks inside the rack. These blocks will be replaced with new Harding screw terminal termination blocks to be mounted on the back wall of the pull-out rack enclosure. The existing wiring will be moved and relabeled for the new blocks as described on layout drawings.

The panel rack layout drawing will show the locations for the installation of the new Intercom headend hardware.

Upon completion a field checkout will be completed with the contractor and the county's intercom provider.

Second Floor

The second floor consists of three sub-control rooms that manage four housing units. Each sub-control room will have a corresponding intercom controller and a master intercom station for the Central Control stations.

All intercom control equipment is located in two racks installed side by side in room 1517.

The fiber optic cable from room 1517 to central control is existing.

All the existing intercom stations throughout the second floor will be removed and replaced with new stations.

A new Ethernet cable will be required from the unit control rooms - from units M and N/P - to the intercom controller located in room 1517 on the second floor. An existing Cat 3 cable, in a conduit, is routed to the unit control rooms. (The exact path is not currently known as explained in the Ethernet summary section above).

Third Floor, Unit J

The existing intercom equipment is currently located in the mechanical room above the Unit J control room. In this unit the intercom is driven and controlled by the local PLC system in Unit J. There is a remote I/O rack located in the intercom rack. This remote I/O controls the relays and receives the call buttons. This equipment will be removed and replaced by a Harding intercom controller. The intercom stations in the cells and dayroom will need to be replaced as part of the project. All removed equipment will be turned over to the county.

The field cables from the intercom stations and paging speakers are terminated on terminal blocks inside the rack. These blocks will be replaced with new Harding screw terminal termination blocks to be mounted in the rack. The existing wiring will be moved to the new blocks as described on layout drawings.

The panel rack layout drawing will show the proper placement for where the new hardware is to be mounted.

Upon completion a field checkout will be completed with the contractor and the county's intercom provider.

Fifth Floor

The existing intercom equipment is currently located in the Unit S control room. The existing headend equipment and field intercom stations will be removed and turned over to the owner.

The field cables from the intercom stations and paging speakers are terminated on 66 blocks inside the rack. These blocks will be replaced with new Harding screw terminal termination blocks to be mounted in the rack. The existing wiring will be moved to the new blocks as described on layout drawings.

The panel rack layout drawing will show the proper placement for where the new hardware is to be mounted.

Upon completion a field checkout will be completed with the contractor and the County's intercom provider.

Central Control

The Central Control system has a head end located in room 1517 but the stations are located in the hallways and passages on both first and second floors. There are approximately 32 intercom stations to be removed and replaced plus the headend QCB wiring. Headend equipment is currently located in the equipment rack in the second-floor equipment room 1517.

Two master intercom stations will be installed in central control. Each will require a Cat 6a cable to the security equipment Tel-Com room 1516 (room adjacent to the Intercom Head End room).

The existing intercom station cables are terminated on 66 blocks on the inside of the equipment rack. The 66 blocks will be removed and replaced with QCB termination blocks for the Harding system. Factory cables will connect the QCB blocks to the headend equipment. *The removal of this equipment must be coordinated with the County Justice Center operations and Project Manager.* When approved to proceed, wiring in the headend equipment rack will be removed from the DuKane and re-terminated on the new headend equipment. There are approximately 32 intercom stations and several paging zones to terminate. After completing the terminations, we will commission the unit for use by the county and start the next unit when advised to proceed.

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: _____

Signature: _____

Title: _____

Company: _____

BID FORM
IFB 20-134
Justice Center Intercom Upgrade

(Bidder name)

Submits the following bid for this project:

Item	Lump Sum Cost
Material	\$
Labor	\$
Bond If required	\$
Project Total	\$

Authorized Signature:

(Signature indicates acceptance of all bid terms and conditions)

(Date)

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

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: _____

Business Address: _____

Business Hours: _____

Phone: _____

Fax: _____

Email address: _____

Contact Person: _____

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

Date: _____

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 _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) 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 County 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 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 _____
Printed Name

Title _____
Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am _____ (DAY) _____ (MONTH, YEAR) commissioned as a notary public within the County of _____, State of _____ (NAME OF COUNTY) _____, and my commission expires on _____. (NAME OF STATE) (DATE)

Signature of Notary _____
Date

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.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

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



St. Charles County
Department of Corrections

Security Clearance Identification Form

Type: EMPLOYEE CONTRACTOR VOLUNTEER OTHER: _____

Name: _____ SS#: _____
(First) (M.I.) (Last)

Today's Date: _____

Maiden/alias Name(s): _____ Date of Birth: _____

Driver's License #: _____ State of Issue: _____

Address: _____
(Street) (City) (State) (Zip Code)

Home Phone #: _____ Cell Phone #: _____

Eye Color: _____ Hair Color: _____ Height: _____

Emergency Contact: _____
(Name) (Relationship) (Phone #)

Have you ever been arrested or convicted of a crime? _____

If yes, please specify: _____

Have you ever been incarcerated before? _____ If yes, where and when? _____

Have you ever visited or communicated with an inmate at our facility or any other facility? If yes, whom and where? _____

Do you require any special accommodations for your position at the SCCDOC If yes, what are they?

Employment Position: _____ Company Name: _____

SCCDOC Start Date: _____ Approximate SCCDOC End Date: _____

Department of Corrections Use Only

Approved: _____ Disapproved: _____
Investigator (signature): _____ Date: _____

Approved: _____ Disapproved: _____
Authorizing Employee (signature): _____ Date: _____

(Print & Sign): _____
Director of Corrections/Designee

CONSENT TO RELEASE INFORMATION FOR BACKGROUND & PREA COMPLIANCE

I, _____, having made application for employment, etc. for the position of _____, or conducting business with in the St. Charles County Department of Corrections (SCCDOC), understand that the SCCDOC must gather specific information about prior employment and background to comply with the Prison Rape Elimination Act (PREA) and professional standards. I hereby authorize the SCCDOC to investigate and ascertain any and all information concerning my prior employment and background. I understand that the information or documents may be obtained from any person, institution, or other source for this purpose. I hereby authorize any former employer, volunteer agency, contracted agency or persons from any and all liability for any information or documents furnished to SCCDOC for employment/ PREA backgrounds. (§115.17 [c][2], §115.17[g])

In consideration of this release, the SCCDOC and their subcontractors shall regard all information obtained as confidential. I understand that the same shall not be released to any individual, including myself, or organization, absent good cause.

I agree that the SCCDOC may admit this information into evidence in order to defend any administrative or court proceeding. I retain the right to challenge the accuracy of such information, in such a proceeding, but waive all objections as to the admissibility of the information.

- Have you ever been employed or volunteered for any amount of time in a prison, jail, local lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997) to include facilities for persons who are mentally ill, disabled, chronically ill or handicapped; alcohol or drug rehabilitation, residential care, or treatment facilities, and facilities that provide skill nursing, intermediate or long-term care (28 C.F.R. §115.17 [a][1])? No ___ Yes ___ **If yes, fill out the attached (Consent to Release Information for PREA Compliance form.)**

Applicant Signature	Print Name	Date
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Staff member receiving this form (name) _____ Date _____

Only sign below if you are refusing to allow the SCCDOC to conduct PREA/Background investigations as listed above:

I _____, having made application for employment or conducting business with the SCCDOC, do not desire to sign the authorization stated above. I understand that the SCCDOC may not hire or utilize an individual who will come in contact with inmates without conducting a background investigation compliant with the Prison Rape Elimination Act (PREA), and that declining to sign the above authorization will result in my being passed over for such employment or positions.

Applicant Signature	Print Name	Date
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**CONSENT TO RELEASE INFORMATION FOR PREA COMPLIANCE
EMPLOYMENT RECORD**

Complete this form if you have ever been employed or volunteered for any amount of time in a prison, jail, local lockup, community confinement facility, juvenile facility, or other institution to include facilities for persons who are mentally ill, disabled, chronically ill or handicapped; alcohol or drug rehabilitation, residential care, or treatment facilities; and facilities that provide skilled nursing, intermediate or long term care or custodian care. Attach additional sheets if necessary.

Contract Agency (If Applicable):

Facility Name:

Address:

Telephone Number:

Dates of Employment:

Job Title:

Contract Agency (If Applicable):

Facility Name:

Address:

Telephone Number:

Dates of Employment:

Job Title:

Contract Agency (If Applicable):

Facility Name:

Address:

Telephone Number:

Dates of Employment:

Job Title:

Contract Agency (If Applicable):

Facility Name:

Address:

Telephone Number:

Dates of Employment:

Job Title:

CONTRACTOR'S AGREEMENT FOR 20-134 ADV Justice Center Intercom Upgrade PROJECT

This agreement made as of the XX day of December in the year 2021

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

And the **Contractor:** Company
Contact
Address
City
Phone

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 **Dollars (\$000.00)**.

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 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 **Sixty (60) 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 Bid Form for all work acceptably completed in accordance with the Contract Documents.

_____ Initial

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. **20-134** and Specifications for the project including the drawings, Intercom Layout drawing 2020, and PREA Form set forth therein.
- g. CONTRACTOR's Proposal Response in response to Request for Bid No. **20-134** 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.

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]

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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: _____ Date: _____

Name (printed): _____

Title: _____

NOTARY:

Subscribed and sworn to before me this ____ day of _____, 201__. 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: _____
Steve Ehlmann, County Executive

Date: _____

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

_____ Initial

GENERAL REQUIREMENTS

1. SUMMARY OF WORK

The work to be performed under this Contract is summarized as follows: Remove and replace existing Intercoms, headend unit and desk master station in specified locations.

The complete scope of work is as set forth in Article 2 of the Agreement.

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

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.

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 \$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 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 many 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.

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
- 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
- Erosion Control Plan
- 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 7:30 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 7:30 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.

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.

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

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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.