

REQUEST FOR BID(S)

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION
SERVICE FOR WATERPROOFING**

St. Louis Public Library is seeking bids from qualified firms to provide an excavation service for waterproofing. The St. Louis Public Library expects to implement this service with the assistance and ongoing support of the company offering the selected excavation service for waterproofing. Sealed Bids will be received by the Purchasing Office, Board of Directors of the City of St Louis Municipal Library District dba St. Louis Public Library, 1415 Olive St., St. Louis, Missouri, 63103-2389, until 4:00 p.m., Wednesday, March 18, 2020. For more information, please contact Don Gillum during regular business hours by phone, 314.539.0312, email, dgillum@slpl.org, or at the above address.

REQUEST FOR BIDS

RFB NO: 20-02299

SEND BIDS TO:

DATE ISSUED: March 4, 2020

Purchasing Manager
Board of Directors of the City of St Louis
Municipal Library District DBA
St. Louis Public Library
1415 Olive Street
St. Louis, MO 63103

PRE-BID CONFERENCE: 9:00 a.m., March 10, 2020

Barr Branch, St Louis Public Library, 1701
South Jefferson Ave, St Louis, MO 63104

DUE DATE: March 18, 2020 by 4:00 p.m.

PURCHASING AGENT: Don Gillum

EMAIL ADDRESS: dgillum@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION SERVICE FOR
WATERPROOFING

This Bid is subject to all the terms and conditions of this Request for Bids and any Bidder representations, as well as accompanying specifications. The signature of the Bidder indicates that Bidder understands these documents and will comply with them.

Name, Address, and Contact Information of Authorized Representative of Bidder

Print Name: _____

Print Title: _____

Print Company
Name: _____

Print Address,
City, State, Zip: _____

Print Telephone: _____

Print Email: _____

Bidder Signature: _____

Proposer is: _____ individual _____ corporation _____ partnership _____ LLC

_____ Other – describe _____

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY
DISTRICT DBA ST. LOUIS PUBLIC RFB 20-02299 BARR EXCAVATION SERVICE FOR
WATERPROOFING

INSTRUCTIONS TO BIDDERS

The St. Louis Public Library, a municipal library district, is a political subdivision of the State of Missouri, and a body corporate with all the powers and rights of like or similar corporations.

Whenever a material, article, or piece of equipment is identified by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard, and, any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so bid(s) are, in the opinion of the St. Louis Public Library, of equal substance and function. Substitute items may be rejected at the discretion of the St. Louis Public Library.

The right is reserved by the St. Louis Public Library to cancel the RFB or to reject in whole or in part when it is for good cause and in the best interest of the St. Louis Public Library and to waive any irregularity or informality with respect to any Bid. The St. Louis Public Library reserves the right to split awards, make multiple awards and to reject all Bids.

Bidder's are expected to examine specifications, schedules, drawings, and all instructions. Failure to do so will be at Bidder's risk.

Questions about the RFB should be made in writing and directed to Don Gillum, Purchasing Manager, at dgillum@slpl.org or at the address provided below. Responses, when provided, will be included in a written amendment. To preserve the integrity of the selection process, questions regarding this RFB should only be directed in writing to Mr. Gillum, dgillum@slpl.org. **Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Thursday, March 12, 2020, by 4:00 p.m.,** to allow for the St. Louis Public Library's reply prior to Bid submissions.

Bids must be in ink or typewritten and must be manually signed by a company official. All Bid document pages should be initialed and dated by the company submitting the Bid. Please provide four complete copies of your Bid response for St. Louis Public Library review. Email and facsimile proposals will not be accepted.

It is the responsibility of the Bidder to deliver the Bid and/or RFB modification on or before the hour and date specified for the receipt of Bids. Bids received late will be rejected.

Bids and modifications should be submitted in sealed envelopes addressed to the attention of **Purchasing Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103** for a 4:00 p.m. proposal opening at that location on 3/18/20. The Bid RFB number shall show on the face of the envelope:

RFB 20-02299 BARR EXCAVATION SERVICE FOR WATERPROOFING
PROPOSALS DUE 3/18/20 by 4:00 p.m.

REQUEST FOR PROPOSAL

March 4, 2020

1. INTRODUCTION

The St. Louis Public Library requests bids from qualified vendors to provide excavation services for waterproofing.

Bids must be received no later than 4:00 p.m., March 18, 2020 by:

Don Gillum, Purchasing Manager
Board of Directors of the City of St Louis
Municipal Library District DBA St. Louis Public Library
1415 Olive Street
St. Louis, MO 63103-2389

Questions and clarification inquiries about this RFB must be received prior to 4:00 p.m., Thursday, March 12, 2020. To preserve the integrity of the selection process, questions regarding this RFB should only be directed in writing to Mr. Gillum at dgillum@slpl.org

The St. Louis Public Library wishes to engage a Bidder to provide the services in accordance with and in the furtherance of the St. Louis Public Library's purpose and mission. This RFB seeks bids from qualified vendors for the services described in this RFB.

The selected Bidder shall enter into a vendor agreement with the St. Louis Public Library for the services consistent with the terms of this RFB, and with the general provisions contained in this RFB.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION SERVICE FOR
WATERPROOFING

TO THE RFB

In addition to the RFB requirements elsewhere in this RFB, any Bidder that may be selected to perform the services described in the RFB and to enter into a Vendor Agreement with the Library must agree to a number of general terms and conditions. If a Bidder cannot agree to any of the stated general conditions, its Bid must clearly state the reason for any such non-compliance.

- A. Labor and Materials. The Bidder shall provide all labor, materials and supplies for the Services to be performed under this RFB.
- B. Form of Agreement. The submission of a Bid constitutes the agreement of any submitting Bidder that any contract to be drawn as a result of an award to the Bidder will be prepared by counsel for the Library and will be the controlling agreement. The Bidders are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.
- C. Compliance with Laws. In performing under a Vendor Agreement, the selected Bidder shall comply with all applicable laws, ordinances, rules, regulations, or standards of federal, state and local governments having authority or jurisdiction over the Services or performance of the Services, or any lawful orders pertaining in any way to the Services to be provided by the Library.
- D. Out of State Bidder. It shall be a condition to a Vendor Agreement that any out-of-state Bidder that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Missouri.
- E. Prime Contractor Responsibility. Planned use of subcontractors in connection with a Vendor Agreement should be clearly explained and described in the Bid. The use of any subcontractor in connection with the Services shall be subject to the approval of the Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of a Vendor Agreement between the Library and the selected Bidder. The Bidder as prime contractor will be responsible and must take responsibility for the performance of all Services under a Vendor Agreement whether or not subcontractors are used.
- F. Independent Contractor. It is expressly understood and agreed that the selected Bidder shall be an independent contractor and not an employee of the Library. A Vendor Agreement will not constitute, create, give rise to, or otherwise recognize joint venture, partnership, or formal business organization of any kind between the parties and the rights and obligations of the parties shall be only those expressly stated in a Vendor Agreement. The Bidder represents and warrants that no persons supplied by it in the performance of a Vendor Agreement are employees of the

Library and further agrees that no rights of the Library's retirement or personnel rules accrue to such persons. The Bidder shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and insurance, unemployment compensation, other benefits and taxes and premiums, appurtenant thereto concerning all employees and personnel provided by Bidder in the performance of the Services under a Vendor Agreement and shall indemnify and hold the Library harmless with respect thereto.

- G. Indemnification.** Bidder shall defend, indemnify and hold harmless the Library and its directors, officers, employees, representatives, agents contractors, subcontractors, licensees and successors and assigns from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, error, omissions conduct, or operations of Bidder, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, whether active or passive, error, omission, conduct, or operation of any negligent act, whether active or passive, error, omissions conduct, or operation of Bidder, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in a Vendor Agreement; or (c) any violation of any applicable federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under a Vendor Agreement.
- H. Required Insurance Coverage.** Bidder shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of a Vendor Agreement, which policies shall protect against any loss or claim arising from or relating to a Vendor Agreement, the Services and activities, or presence at the Library facilities, and any act or omission of Bidder or its employees and/or agents or subcontractors in connection with the Services provided under a Vendor Agreement, and shall cover the contractual indemnification liability assumed by the Bidder or pursuant to a Vendor Agreement.
1. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Bidder's activities at Central Library. Any deductible shall be at Bidder's expense.
 2. Business, automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000).
 3. Worker's Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Bidder's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;

4. Blanket employee dishonesty coverage with One Hundred Thousand Dollars (\$100,000) limit, with coverage extending to funds and/or property held by Bidder on behalf of Library.
5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Bidder shall be Bidder's responsibility. The Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Bidder.
6. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections H. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

All insurance policies addressed in Subsections H. (1), (2), (4), and (6) above shall be endorsed to name the following as additional insured's:

City of St. Louis Municipal Library District and its directors, officers, employees, representatives, agents, contractors, licenses, and successors.

All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to the Library; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Missouri and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to the Library prior to cancellation, non-renewal or material modification.

All insurance policies of or on behalf of the Library required in a Vendor Agreement shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."

Bidder shall deliver to the Library, prior to commencement of Services under a Vendor Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Library by the aforementioned time, or if any such policies are canceled, the Library shall have the right to terminate a Vendor Agreement immediately and/or deny Bidder access to Library facilities. These insurance provisions are minimum requirements and shall not relieve Bidder of its indemnity, defense and hold harmless obligations.

- I. E-Verify. The Bidder must agree to enroll in and participate in the E-Verify Program as required by Section 285.530 of the Missouri Revised Statutes, as amended, during the hiring process for all employees hired after the date of a Vendor Agreement. The Bidder must agree to require its subcontractors who may perform work under a Vendor Agreement to certify to Bidder that the

subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Verify program. The Bidder must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The Library may terminate a resulting Vendor Agreement for default if the Bidder fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the Library of such breach. As a condition to entering into a Vendor Agreement, the Bidder must execute the E-Verify Affidavit, which shall be an exhibit to a Vendor Agreement. Such affidavit shall be in the form attached to this RFB as **EXHIBIT B**.

- J. Performance Uninterrupted.** Bidder shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Bidder shall be in sole discretion of the Library.
- K. Communications.** The Bidder shall communicate regularly or on an agreed upon schedule with the designated Library management to provide updates regarding the Services performed. The Bidder shall correct all deficiencies within forty-eight (48) hours after being notified by designated Library management.
- L.** Bidder shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public library environment under a Vendor Agreement. Bidder shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Bidder who, in the opinion of the Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement, Bidder and its staff shall comply with the Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. Laws & Ordinances.** Bidder shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Vendor Agreement at Central Library.
- N. Compliance with Laws.** The selected Bidder shall operate in compliance with all applicable local, state and federal laws, regulations and ordinances and in accordance with the Library's Policies and Procedures as may be amended from time to time. It is the Bidder's sole responsibility to obtain and maintain all appropriate licenses and permits for its operation in the performance of the Services.

O. AWARD

In accordance with the Library's Procurement Policy:

1. The right is reserved by the Library to cancel the RFB or to reject in whole or in part when it is for good cause and in the best interests of the Library any and all Bids and to waive any irregularity or informality with respect to any Bid. The Library reserves the right to split awards, make multiple awards and to reject all Bids.

2. Discussions may be conducted with responsible Bidders who submit Bids determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the RFB requirements. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Bids and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing Bidders or of any information derived from Bids submitted by competing Bidders
3. Subject to the terms of this RFB, an award will be made by the Library to the responsible Bidder whose Bid is determined in writing to be the most advantageous to the Library, taking into consideration price and the evaluation factors set forth in the RFB. No other factors or criteria shall be used in the evaluation.
4. The selected Bidder shall enter into a Vendor Agreement consistent with this RFB.

List of Exhibits

Exhibit A - Scope of Work

Exhibit B - E-Verify Affidavit

Exhibit C - Non-Collusion Affidavit

Exhibit D - Acknowledgement Form

Exhibit E - Diversity Statement

Exhibit F - Certificate of Insurance

Exhibit G - Bid Schedule

Exhibit H - Contract Sample

Exhibit A

Scope of Work

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT
DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION SERVICE
FOR WATERPROOFING

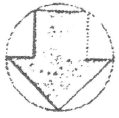
SCOPE OF WORK

1. Excavate around building foundation on north, east, west sides, small section south side and provide shoring/benching as needed for waterproofing contractor.
2. Existing landscaping will be removed and hauled off site; all other earth spoils to remain stockpiled on-site and used as backfill to original grade.
3. Contractor to execute work in phases in coordination with waterproofing contractor to complete work in best possible way as to not interfere with library operations.
4. Approximately 200 linear feet, 8 feet deep, minimum 4 feet wide clearance for workers, along with either shoring or benching as needed. Depth of dig should extend one foot below desired waterproofing application and backfilled with rock to promote proper drainage and provide suitable substrate for contractor to work safely. Contractor must site verify all measurements.
5. All work should meet OSHA safety standards.
6. All debris to be cleared from area as needed.
7. Permits/Drawings to be provided by contractor.
8. Library will provide any as-built blueprints available if needed for completing permit application.
9. Drawing attached to show areas of work where excavation is needed and areas not to be included.

INTERSTATE 44

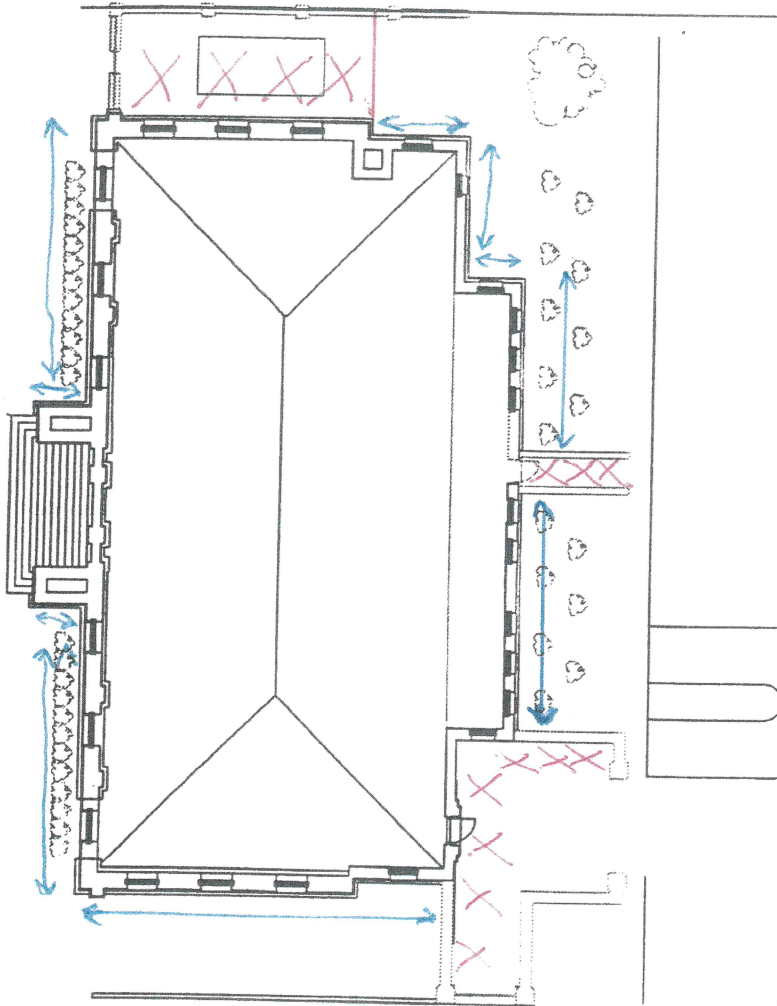
Alley

LAFAYETTE AVENUE



BARR LIBRARY
Parking Lot Plan

JEFFERSON AVENUE



X = AREA NOT TO BE TOUCHED
→ = AREA TO BE EXCAVATED

Exhibit B

E-Verify

Affidavit

EXHIBIT B

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION
SERVICE FOR WATERPROOFING

E-VERIFY AFFIDAVIT

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Bidder entering into a contract with the St. Louis Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Bidder is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exist.

The undersigned, on behalf of the Bidder, being first duly sworn, deposes and states that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the St. Louis Public Library, the undersigned Bidder will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Bidder: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Exhibit C

Non-Collusion

Affidavit

EXHIBIT C

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION SERVICE FOR
WATERPROOFING**

NON-COLLUSION AFFIDAVIT

The undersigned being duly sworn on oath, says that the undersigned has not, nor has any other person, member, representative, or agent of the firm, company or corporation or partnership represented by the undersigned, entered into any combination, collusion or agreement with any person relative to the price to be bided by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bid.

Further, the undersigned says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Bid.

Bidder: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Exhibit D

Acknowledgement

Form

EXHIBIT D

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION SERVICE FOR
WATERPROOFING**

ACKNOWLEDGEMENT FORM

TO: Attn: Don Gillum, Purchasing Manager
Board of Directors of the City of St Louis
Municipal Library District DBA St. Louis Public Library
1415 Olive Street
St. Louis, MO 63103

Bidder: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Bidder Agent
(if applicable): _____

Email Address: _____

BIDDER ACKNOWLEDGEMENT:

The undersigned acknowledges that I have received and thoroughly reviewed the Request for Bid (RFB) dated March 4, 2020 and intend to participate in the RFB. Pursuant to notices given, the undersigned with complete understanding of the requirements and conditions shall provide all labor and materials in accordance with the requirements of the RFB.

Bidder: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Exhibit E

Diversity Statement

EXHIBIT E

DIVERSITY STATEMENT OF THE BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC LIBRARY

WHEREAS, the St. Louis Public Library (the "Library") is a municipal library district authorized pursuant to Chapter 182 of the Missouri Revised Statutes to, among other things, purchase, hold or lease grounds, and to occupy, lease or erect appropriate buildings for the use of the Library, and to exercise all powers and rights of political subdivisions or similar corporations; and

WHEREAS, the Board of Directors (the "Board") of the Library is vested with the power to make and adopt bylaws, rules and regulations for its own guidance and for the governance of the Library as may be expedient and not inconsistent with State law; and

WHEREAS, the Library provides free public library services for the City of St. Louis (the "City"), an urban area with vast ethnic, religious, socioeconomic and cultural backgrounds; and

WHEREAS, efforts to encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; to educate through seminars and workshops persons from diverse backgrounds of the opportunity to contract with or become employees of the Library; to assist persons from diverse backgrounds to contract with or become employees of the Library; to adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; and to encourage partnering by persons from diverse backgrounds to contract with the Library will serve to further the governmental and public interest of the Library by providing outreach to the residents of the City; and

WHEREAS, a practice of the Library of contracting with and employing persons reflecting the ethnic, religious, socioeconomic and cultural backgrounds of the citizens of the City will serve to further the governmental interest of the Library; and

WHEREAS, a practice of the Library of contracting with and employing persons of varied ethnic, religious, socioeconomic and cultural backgrounds will also further the governmental purposes of the Library by serving as a model to other public and private entities, by building the public trust, by creating role models, and by facilitating the interaction of persons of different backgrounds; and

WHEREAS, the Board of Directors of the St. Louis Public Library (the "Board") determined that it is feasible, necessary and in the public interest for the Board to adopt a diversity statement to provide guidance to the Library and adopted this Diversity Statement on March 31, 1997; and

WHEREAS, the Board wishes to amend this Diversity Statement to provide for an annual review.

NOW THEREFORE, the Board of Directors of the St. Louis Public Library does hereby resolve, determine and order as follows:

Section 1. Findings. The Board of Directors of the St. Louis Public Library hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Diversity Statement. The Board of Directors of the Library hereby directs the officers and agents of the Library for the authorized Library purposes set forth in the preambles hereof and subject to the conditions hereinafter provided to develop and implement policies which encourage persons with diverse ethnic, religious, socioeconomic and cultural backgrounds in the City to contract with or become employed by the Library.

Section 3. Administration. The officers and agents of the Library are authorized and directed to (i) encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; (ii) educate through seminars and workshops persons from diverse backgrounds of the opportunity to contract with or become employees of the Library; (iii) assist persons from diverse backgrounds to contract with or become employees of the Library; (iv) adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; (v) encourage partnering by persons from diverse backgrounds to contract with the Library; (vi) utilize alternative programs to facilitate participation; (vii) provide flexible provisions to account for special circumstances; (viii) maximize opportunities for persons to demonstrate any social, socioeconomic or other factors that would promote the Library's best interests; and (ix) adopt measures to minimize the impact of this policy on the rights of third parties.

Section 4. Actions of Officers Authorized. The officers of the Board, including the President, Vice President and Secretary of the Board and the Executive Director, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in any agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Annual Review. The officers of the Board are authorized and directed to report upon the administration of the Diversity Statement at the Board's regular meeting in September of each year.

Section 6. Severability. If any section or other part of this Resolution, whether large or small, shall for any reasons be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

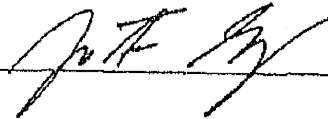
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall become effective immediately upon its passage.

ADOPTED by the Board of Directors of the St. Louis Public Library this 5th day of April, 2004.

BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC
LIBRARY

Its President



[SEAL]

ATTEST:

Its Secretary

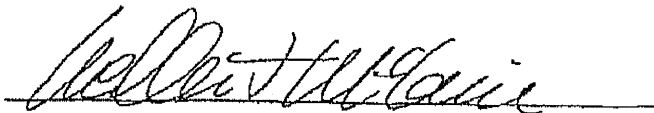


Exhibit F

Certificate of Insurance

Exhibit G

Request for Bid

Schedule

EXHIBIT G

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-02299 BARR EXCAVATION SERVICE FOR
WATERPROOFING

REQUEST FOR BID(S) SCHEDULE

RFB Issued	03/04/20
Public Notification of RFB	03/04/20
Pre Bid Conference	03/10/20 9:00 a.m.
Questions from Bidders due to St. Louis Public Library	03/12/20 4:00 p.m.
RFB Due	03/18/20 4:00 p.m.

Exhibit H

Sample Contract

EXHIBIT H

SAMPLE

CONTRACT NUMBER: 20-02299

CONTRACT

This agreement made this **XX** day of March, 2020, between the **Board of Directors of the City of St. Louis Municipal Library District**, hereinafter called the "**St. Louis Public Library**" located at 1415 Olive St, St Louis, MO 63103, and **XXX**, located at **XX, XX**, hereinafter called the "**Contractor**".

The Project: **Excavation Services for Waterproofing, St. Louis Public Library, Barr Branch, located at 1701 South Jefferson Ave, St Louis, MO 63104.**

General Description of Work: Contractor agrees to furnish all necessary labor, material, tools, and equipment required to complete work for the St. Louis Public Library's Barr Branch excavation service for waterproofing project in accordance with the "Scope of Work attached (See Exhibit A).

1. Contract Documents

1.1 The contract documents consist of this agreement, Exhibit A "Scope of Work", and any other exhibits attached hereto, all drawings, specifications and addenda issued by the St. Louis Public Library prior to execution of this contract, the project schedule, as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

1.2 All of the above contract documents are fully incorporated herein.

2. Scope of Work

2.1 The St. Louis Public Library employs the Contractor as an independent Contractor to perform the part of the work on the project as set forth in Exhibit A "Scope of Work.

2.2 The Contractor agrees to perform the contract work under the direction of the St. Louis Public Library, and any other specified representative of the St. Louis Public Library. The Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the contract work in strict conformity with the contract documents.

2.3 The contract work includes:

(a) that shown on any of the contract documents as called for or shown on all; and
(b) all things reasonably implied or customarily provided in the Contractor's line of work or necessary to complete such work for inspection and approval under the contract documents. Contractor will furnish all necessary tools, equipment, scaffolding, protection, and competent supervision and shall execute all work in the best and most workman-like manner by qualified, careful, and efficient workers who shall be satisfactory to the St. Louis Public Library.

3. Contract Sum and Payments

3.1 In consideration of the complete and timely performance of all contract work, the St. Louis Public Library shall pay to the Contractor the sum of **XX, (\$XX)**, subject to additions, deductions and conditions as stated herein. Payment terms are net 30 days.

3.2 Contractor will provide an affidavit to the St. Louis Public Library showing that its labor, materials and other bills have been paid, and release or lien waivers, in form satisfactory to the St. Louis Public Library. If it appears that labor, material or other bills incurred in the performance of the contract work are not being paid, the St. Louis Public Library may take such steps it deems necessary to ensure that the payments will be utilized to pay such bills.

3.3 Final payment shall be made to Contractor after completion of contract work and acceptance by the St. Louis Public Library and that all labor (including customary fringe benefits and payments due under collective bargaining agreements) and all subcontractors and materialmen have been paid to date and are waiving their lien rights upon the final payment of a specific balance due. Final payment shall constitute a waiver of all claims by Contractor.

3.4 In the event of any breach by Contractor of this agreement, or in the event of the assertion by others of any claim or lien against the St. Louis Public Library or the St. Louis Public Library's surety (if any), which claim or lien arises out of Contractor's performance, the St. Louis Public Library may, but is not required to, retain out of any payments due to Contractor an amount sufficient to protect the St. Louis Public Library from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Contractor to the satisfaction of the St. Louis Public Library.

3.5 The contract price includes all applicable local, state and federal taxes, license fees and permit charges based upon or measured by the work to be done hereunder, labor to be performed, materials to be furnished, and services to be rendered. Said contract price shall not include any sales taxes because the St. Louis Public Library is a tax-exempt institution.

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3.6 In order to take advantage of its sales tax exempt status and upon request, the St. Louis Public Library shall furnish to the Contractor a tax exemption certificate authorizing purchases for all materials and equipment required in conjunction with the project. The General Contractor shall furnish the certificate to all material suppliers as authorization to purchase on behalf of the St. Louis Public Library, all tangible property and materials to be incorporated into or consumed in the construction of the project and no other on a tax-exempt basis. This exemption certificate does not allow Contractor to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

4. Prosecution of Work

4.1 The Contractor agrees, within seven (7) calendar days after notification by the St. Louis Public Library, to commence in the field, at such points as the St. Louis Public Library may designate, the contract work and to continue diligently in its performance in accordance with the project schedule. Time is of the essence of this contract.

4.2 The Contractor shall promptly provide the St. Louis Public Library with scheduling information when requested. The St. Louis Public Library shall review the project schedule and may revise such schedule as necessary as the work progresses. Contractor shall comply with instructions given by the St. Louis Public Library, including any to suspend, delay or accelerate the contract work.

4.3 Contractor shall furnish the St. Louis Public Library with its list of proposed subcontractors, equipment and material suppliers, along with the description of the corresponding item of work. Contractor shall bind its subcontractors, equipment and material suppliers to the requirements set forth in this agreement, the schedule of work and the contract documents. In those instances where any subcontractor or supplier fails to submit shop drawings, product data or samples which meet the specifications, the additional cost (price increases and other costs due to delays in placing order) to furnish the specified equipment and/or material shall be borne by Contractor. Contractor shall also bear any extra cost incurred by the St. Louis Public Library due to this failure.

4.4 Contractor shall prosecute Contractor's work in a prompt and diligent manner in accordance with the schedule of work without hindering the work of any other contractor or subcontractor. If work or property of any other is hindered, delayed or damaged by Contractor, Contractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to the St. Louis Public Library.

4.5 Contractor shall be responsible for and will prepare for performance of Contractor's work, including without limitation thereto, shop drawings, samples and tests, field dimensions, determination of labor requirements and ordering of materials as required to meet the schedule of work. Contractor shall submit to St. Louis Public Library review and approval all shop drawings, product data, samples and tests required by the contract documents.

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4.6 Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to the St. Louis Public Library and shall not be changed except with the consent of the St. Louis Public Library, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall attend all coordination, scheduling, progress and safety meetings where Contractor's work is involved or as required by St. Louis Public Library. The St. Louis Public Library may, in writing, require Contractor to remove from the contract work any employees deemed by the St. Louis Public Library to be incompetent, habitually careless, grossly insubordinate or otherwise objectionable.

4.7 The St. Louis Public Library or its representatives will furnish basic control points and bench marks, as needed. Any further layout necessary for completion of the Contract is the responsibility of Contractor. Contractor shall lay out its work from control points supplied by the St. Louis Public Library and be responsible for its accuracy and the placement of all inserts, embedments, grounds and blockout, etc. as required to complete the work. Contractor shall be responsible for repair of such items that are improperly placed if it can be shown that original control work was accurately performed.

4.8 Contractor shall be required, as necessary, to meet with the St. Louis Public Library to review and develop a construction schedule for the project.

4.9 Contractor may be required to develop and submit to the St. Louis Public Library for their review and approval a safety program to be followed during the performance of the Contractor's work.

4.10 Contractor will be responsible for supplying its own crew with drinking water, ice, and cups.

4.11 If the St. Louis Public Library agrees at its sole option to allow the Contractor to use St. Louis Public Library's tools or equipment, Contractor shall do so at its sole risk and shall hold the St. Louis Public Library harmless from any claims and/or expenses, including but not limited to attorney's fees and court costs, resulting from use of such tools and equipment by Contractor. The St. Louis Public Library shall be reasonably compensated by Contractor for such tools and equipment. In the event that one or more of St. Louis Public Library's personnel operate such tools or equipment for Contractor, said personnel shall be employees of Contractor for all purposes while so operating said tools or equipment, whether or not such personnel are placed on Contractor's payroll. Contractor agrees in all cases to provide proper and expert supervision to control, direct, and be responsible for all acts and omissions of such borrowed personnel. Should Contractor fail to compensate such personnel by placing them on its payroll, the St. Louis Public Library may compensate such personnel on behalf of and for the Contractor and deduct such sum from any amounts due to the Contractor.

4.12 Contractor shall furnish progress reports of Contractor's work as mutually agreed including the progress of materials or equipment to be provided under this agreement that may be in the course of preparation or manufacture.

4.13 Contractor shall maintain at the site, one copy of all drawings, specifications, addenda, approved shop drawings, change orders and modifications, in good order and marked currently to record all changes made during construction/demolition relating to its work.

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4.14 If required, Contractor shall submit a final set of Record Drawings and Operating and Maintenance Manuals upon completion of the project. Receipt by the St. Louis Public Library of these materials is required prior to processing Contractor's final payment.

4.15 Contractor shall cooperate with the St. Louis Public Library and other contractors and subcontractors whose work may interfere with Contractor's work and participate in the preparation of coordinated drawings and work schedules in areas of congestion, specifically noting and advising St. Louis Public Library of any interference by other contractors or subcontractors.

4.16 Contractor shall keep the building and premises reasonably clean of debris resulting from the Contractor's work. If Contractor fails to comply with this paragraph within twenty-four (24) hours after receipt of written or verbal notice of non-compliance from the St. Louis Public Library, the St. Louis Public Library may perform such necessary clean-up and deduct the cost from any amounts due Contractor.

4.17 Contractor shall give adequate notices pertaining to the work of the Contractor to proper authorities and secure and pay for all necessary licenses, permits, governmental fees and inspections to carry out Contractor's work and shall furnish copy of said permits, licenses and inspection reports to Library prior to start of Contractor's work.

4.18 Contractor shall comply with all federal, state and local laws, rules, regulations and orders, Social Security laws and unemployment compensation laws, worker's compensation laws and safety laws insofar as applicable to the performance of this agreement. In this regard, Contractor shall be required to maintain certified payroll records for its employees and for its subcontractor's employees in accordance with the requirements of the Davis-Bacon Act and to provide the St. Louis Public Library with said certified payroll records.

4.19 Contractor will not assign this agreement nor subcontract the whole or any part of the work to hereunder without the written consent of the St. Louis Public Library, with the exception of those subcontractors listed by the contractor and furnished to the St. Louis Public Library as provided herein.

4.20 In the case of minor repairs to newly finished interior surfaces (not covered by property insurance) the cost of said repairs for which responsibility cannot be ascertained shall be prorated to all subcontractors in proportion to manpower employed during the period when damage occurred.

4.21 Every part of Contractor's work shall be executed in strict accordance with the agreement in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Contractor's work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the contract work, and shall be new, except such materials as may be expressly provided in the agreement to be otherwise. Every part of the Contractor's work shall be subject to review and inspection by the St. Louis Public Library as to quality and quantity, to determine that said work is in accordance with contract documents, that the specified materials and amount of materials have been utilized, and that said materials and work are consistent with the contract documents.

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4.22 Contractor shall provide the St. Louis Public Library with copies of all guarantees, warranties, operation manuals, maintenance manuals, parts lists, etc. from the manufacturers of the materials and equipment used in the project.

4.23 In the event the scope of the Contractor's work includes installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine the items so provided and thereupon handle, store, and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the contractor shall be deducted from any amounts due or to become due Contractor.

4.24 No substitutions shall be made in Contractor's work unless permitted in the contract and only then upon Contractor's first receiving all approvals required under the contract for substitutions. Contractor shall indemnify the St. Louis Public Library for any increase costs incurred by the St. Louis Public Library as a result of such substitutions, regardless whether Contractor has obtained approval thereof.

5. Insurance

5.1 Prior to starting the contract work, Contractor shall procure and maintain in force, worker's compensation insurance, employer's liability insurance in full compliance with the laws of the state of Missouri, comprehensive general liability insurance with contractual coverage and automobile liability insurance, including owned, non-owned and hired automobile coverage and such other insurance, to the extent required by the contract documents for Contractor's work.

5.2 Contractor's Comprehensive General and Automobile Liability Insurance, as required by paragraph 5.1 shall be written for not less than limits of liability as follows: (a) Contractor's comprehensive general liability insurance shall insure against claims for bodily injury, death, and property damage occurring and arising out of and as a result of services, articles and materials performed or delivered hereunder on an occurrence basis with a combined single limit of one million dollars (\$1,000,000); and (b) Contractor's automobile liability insurance shall insure against claims for bodily injury, death and property damage occurring and arising out of and as a result of services performed hereunder with a combined single limit of one million dollars (\$1,000,000).

5.3 The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the St. Louis Public Library. Before commencing the work, Contractor shall furnish the St. Louis Public Library with certificates of insurance from the insuring companies which certificates shall specify the effective dates of the policies, the limits of liability thereunder, and contain a provision that the said insurance will not be cancelled except upon thirty (30) days notice in writing to St. the Louis Public Library. Contractor shall not cancel any policies of insurance required hereunder prior to completion of the work without written consent of the St. Louis Public Library.

5.4 Contractor may use a combination of general liability insurance and excess liability insurance provided the sum of these insurances at least equals the amounts listed for the general liability insurance. If excess liability insurance is used, "umbrella form" must be furnished.

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5.5 The carrying of insurance shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this agreement. The Contractor shall furnish, at St. Louis Public Library request, satisfactory evidence of such insurance as they may be required to obtain pursuant to the contract documents.

5.6 St. Louis Public Library and Contractor waive all rights against each other, separate contractors, and all other subcontractors for damages caused by fire or other perils to the extent reimbursed by Builder's Risk or any other property insurance, except as such rights as they may have to the proceeds of such insurance.

6. Indemnity

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless, the St. Louis Public Library and all of their agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance, or failure in performance, of Contractor's work and obligations as provided in the contract documents, including any extra work, and from any claim, damage, loss or expense which (1) is attributable to bodily injury, sickness, disease, death, injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against St. Louis Public Library, or any of their agents or employees by any employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this paragraph 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts, disability benefits acts or other employee benefit acts.

The obligations of Contractor under this paragraph 6 shall not extend to the liability of the St. Louis Public Library, their agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving or failure to give directions or instructions by the St. Louis Public Library, their agents or employees, providing such giving or failure to give is the primary cause of the injury or damage.

7. Bonds

If required by the St. Louis Public Library, the Contractor shall furnish the St. Louis Public Library, in a form satisfactory to the St. Louis Public Library, full and duly executed performance and payment bonds, underwritten by a surety or sureties satisfactory to the St. Louis Public Library, in the full amount of this agreement. The Contractor's failure to deliver satisfactory bonds within ten (10) calendar days after demand may be deemed a material breach of this agreement.

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8. Changes

8.1 Contractor agrees that St. Louis Public Library may add to or deduct from the amount of work covered by this agreement. Any other made in the amount of work, or any other part of this agreement, shall be by written amendment hereto, setting forth in detail the changes involved. All modifications, including price adjustments, will be mutually agreed upon by both parties. Contractor agrees to proceed with the work as changed when so ordered in writing by the St. Louis Public Library so as not to delay the progress of the work, and pending any determination of the value thereof unless St. Louis Public Library first requests a proposal of cost before the change is effected. If the St. Louis Public Library requests a proposal of cost for a change, Contractor shall promptly comply with such requested price adjustment. Failure of the parties to agree to an adjustment may result in termination of this contract. Upon termination, the Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

8.2 Contractor shall be paid for changes or alterations in the work the actual amount allowed therefore to the Contractor by the St. Louis Public Library. Contractor shall submit an itemized, detailed breakdown for each change proposal. The procedures for administering changes shall be set forth in the contract documents.

8.3 Contractor shall be entitled to receive no extra compensation for extra work or materials or changes of any kind regardless of whether the same was ordered by the St. Louis Public Library or any of his representatives unless a change order or written directive therefor has been issued in writing by the St. Louis Public Library. If extra work was ordered by the St. Louis Public Library and Contractor performed same but did not receive a written order therefor, Contractor shall be deemed to have waived any claim for extra compensation therefor. Contractor shall be responsible for any increased costs incurred by the other contractors and subcontractors that result from Contractor proceeding with changes without a written order therefor.

8.4 Contractor shall not be entitled to receive an overhead and profit allowance in excess of ten percent (10%) of Contractor's actual cost for any extra work ordered in writing by the St. Louis Public Library, unless otherwise agreed in writing by the St. Louis Public Library and Contractor prior to the commencement of such extra work.

9. Inspection & Approvals

9.1 Contractor shall provide at its own place of business, at the places of business of its subcontractors and suppliers, and at the project, sufficient safe and proper facilities for the inspection of Contractor's work by the St. Louis Public Library, or any other authorized representative. Contractor shall notify the St. Louis Public Library when portions of its work are ready for inspection.

9.2 Contractor shall, within twenty-four (24) hours after receiving written notice from the St. Louis Public Library, proceed to take down and remove from the project all portions of its work, which the St. Louis Public Library shall condemn as unsound or improper or in any way failing to meet the specifications and Contractor at its own expense shall make good all its work or any other work damaged by such removal and replace all removed portions of its work, or other work which cannot be repaired, with materials and workmanship meeting specifications.

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9.3 In addition to any shop drawings and samples specified, Contractor shall prepare at its own expense and furnish promptly, whenever requested by the St. Louis Public Library, a sufficient number of prints of shop drawings, manufacturer's data, templates, schedules, reports or any other data that may be necessary in the opinion of the St. Louis Public Library for review and approval by the St. Louis Public Library or its representative, and for distribution among other contractors or subcontractors. Contractor shall exercise the utmost diligence in obtaining all drawings, details and information necessary to perform its work, and if at any time drawings or information necessary to perform its work have not been furnished, Contractor shall promptly inform the St. Louis Public Library.

9.4 The approval by the St. Louis Public Library or his representative of any submittals by the Contractor shall not relieve Contractor of liability for any deviations from any contract requirement unless specifically called to the St. Louis Public Library's attention, in writing, and so acknowledged by the St. Louis Public Library in writing.

9.5 Any damage prior to final acceptance and payment for the project shall be immediately corrected and rectified by Contractor at its sole expense. Inspection or supervision by the St. Louis Public Library shall not relieve Contractor of its obligations herein. Contractor shall promptly perform any and all such list work submitted to it by the St. Louis Public Library.

10. Termination and Termination for Conveniences

10.1 Should Contractor fail in the opinion of the St. Louis Public Library at any time to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, or fail in any respect or prosecute the work with promptness and diligence, or fail to correct defective work promptly or fail in the performance of any of the requirements herein, the St. Louis Public Library may, at its option, provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to Contractor. The St. Louis Public Library shall provide twenty-four (24) hour prior notice to Contractor except in any emergency.

10.2 If Contractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect or prosecute the work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of other contractors, or fail in the performance of any of the covenants herein contained, or be unable to meet his debts as they mature, Library may, at its option at any time after serving written two-calendar-day notice of such default, terminate Contractor's employment by delivering written notice of termination to Contractor. Thereafter, the St. Louis Public Library may take possession of the land and work of Contractor at the building site, and through itself or others provide labor, equipment and materials to prosecute Contractor's work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including all charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of Contractor's failure to perform, from any money then due or thereafter to become due to the Contractor.

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10.3 If Library terminates the employment of Contractor, Contractor shall not be entitled to any further payments under this agreement until Contractor's work has been completed and accepted by the St. Louis Public Library. In the event that the unpaid balance due exceeds the St. Louis Public Library's cost of completion, the difference shall be paid to Contractor; but if such expense exceeds the balance due, Contractor agrees promptly to pay the difference to the St. Louis Public Library.

10.4 Additionally, the St. Louis Public Library shall have the right to terminate this contract, by written notice, without Contractor being at fault, for any cause or for its own convenience, and require Contractor to immediately stop work. In such event, Library shall pay Contractor for that work actually performed in an amount proportionate to this contract sum. The St. Louis Public Library shall not be liable to Contractor for any costs nor for prospective profits on work not performed.

11. Claims

11.1 Any claims or disputes which may arise, including adjustments to compensation or to time of completion, shall be governed by the contract documents. Claims, disputes or other matters in question between the parties to the agreement, arising out of this agreement or the breach thereof, may be submitted to arbitration or mediation only upon the subsequent, mutual and written agreement of the parties. Absent such agreement, all claims, disputes or other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by resort to litigation in any court of competent jurisdiction located within the City of Saint Louis, State of Missouri.

11.2 Contractor shall carry on the contract work and maintain satisfactory progress while any claim or dispute is being resolved.

12. Damage to Work

All loss or damage to Contractor's work resulting from any cause whatsoever shall be borne and sustained by Contractor and shall be solely at its risk until final acceptance by the St. Louis Public Library. Contractor shall at all times and at its expense protect all labor, materials, supplies, tools and equipment against any damage, injury, destruction, theft or loss and in no event shall the St. Louis Public Library be liable or responsible therefor, and likewise for those of its mechanics, laborers, and materialmen, for all of which Contractor shall be solely responsible. Contractor shall at its expense promptly repair or replace damage to the work of others, or to any part of the project, resulting from its activities.

13. Compliance with Law and Safety

13.1 All work, labor, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state or local laws, rules, regulations, statutes, ordinances and directives (hereinafter "laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this contract without any additional compensation. Contractor agrees to indemnify and save the St. Louis Public Library harmless from and against any and all claims, loss or expense caused directly or indirectly by its failure to fully comply herewith.

13.2 Contractor agrees that the prevention of accidents to workmen engaged in the work under the contract is solely its responsibility. Contractor shall comply with all applicable safety laws and with any safety standards established during the progress of the work by the St. Louis Public Library.

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13.3 When so ordered by the St Louis Public Library, Contractor shall stop any part of the work which the St Louis Public Library deems unsafe until corrective measures satisfactory to the St. Louis Public Library have been taken. Should Contractor neglect to adopt such corrective measures, the St. Louis Public Library may do so and deduct the cost from payments due to Contractor. Contractor shall timely submit copies of all accident or injury reports to the St. Louis Public Library.

14. Patents

Contractor agrees to pay all royalties and license fees and to indemnify and hold harmless the St. Louis Public Library from any and all loss, damage or expense, including attorney's fees and court costs, to which they may be put from claims or litigation for the misuse of any patented or unpatented invention or process, used or furnished by Contractor, unless required by the contract documents and not originated or prepared by Contractor.

15. Guarantee

15.1 Contractor warrants to the St. Louis Public Library that all materials and equipment furnished shall be new unless specified, and that all work under this contract shall be of good quality, free from faults and defects and in conformance with the contract documents.

15.2 Contractor agrees to promptly make good, without cost to the St. Louis Public Library, any and all defects due to faulty workmanship and/or materials which may appear within the guarantee, or warranty period established in the contract documents, and if no such period be stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the project by the St. Louis Public Library. Contractor further agrees to execute any special guarantees as provided by the contract documents or required by law. Contractor shall require similar guarantees from all vendors and subcontractors.

15.3 Contractor shall pay for all changes to the work resulting from such defects in workmanship or materials and all expenses necessary to replace or repair the work including that damaged or disturbed by making replacements or repairs. This guarantee is in addition to all other guarantees, warranties and rights contained in the contract documents, and otherwise provided by law.

16. Labor Relations

16.1 Contractor shall do whatever is necessary in the progress of its work to assure harmonious labor relations at the project and to prevent strikes or other labor disputes. Contractor shall employ only such labor as, to the St. Louis Public Library's satisfaction, will work in harmony on the job and shall not use materials or employ means which may cause strikes or other labor troubles.

16.2 Contractor shall fully comply with all labor agreements and jurisdictional decisions presently in force or subsequently executed with or by the St. Louis Public Library. Contractor's failure to so act may be deemed a material breach of this Contract.

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16.3 Subcontractors shall comply with this article to the same extent as Contractor. Contractor shall include an express provision imposing such obligations on subcontractors in its subcontracts. Contractor shall indemnify the St. Louis Public Library against any liability, claim, loss, damage or expense resulting in any way, directly or indirectly, from its failure to comply with the requirements of this Section 16, including fees and costs incurred in enforcing this indemnity.

17. Temporary Facilities

Contractor will furnish those temporary facilities and services required by Contractor except for those, if any, to be provided by the St. Louis Public Library as set forth in the contract documents. Storage areas, if available, will be allocated by the St. Louis Public Library for Contractor's materials and equipment during the course of the work. Locations of parking, office trailer (s), marshalling yards (s), etc. shall be submitted to and approved by the St. Louis Public Library.

18. Occupancy of Project

Whenever it may be useful or necessary for the St. Louis Public Library to do so, the St. Louis Public Library shall be permitted to occupy and use any portion of the work which has been either partially or fully completed by Contractor before final inspection and acceptance thereof by the St. Louis Public Library but such use of occupation shall not relieve Contractor of its guarantee of said work and materials nor of its obligation to make good at its own expense any defect in materials and workmanship which may occur or develop prior to release from responsibility to the St. Louis Public Library.

19. Equal Opportunity

19.1 The St. Louis Public Library is an equal employment opportunity employer. Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Act, Missouri Prevailing Wage Law, Contract Work Hours and Safety Standards Act, Copeland Anti-Kick Back Act and all other applicable federal, state and local laws pertaining to employment or labor relations including all equal employment opportunity laws and any small, disadvantaged and minority business enterprise requirements, in connection with the performance of its services pursuant to this agreement, and further agrees that this provision will be included in any contracts entered into by Contractor with any other person or entity for the performance of services in connection with this agreement. Contractor agrees to supply the St. Louis Public Library with any documentation requested by the St. Louis Public Library and to permit the St. Louis Public Library to review Contractor's records, reports and other documents as necessary to ascertain Contractor's compliance with the provisions of this subparagraph.

19.2 Contractor agrees to comply with applicable health and safety regulations, including those promulgated by EPA, OSHA and other federal, state and local agencies having jurisdiction over any project with respect to which Contractor is requested to provide services, in connection with the performance of its services pursuant to this agreement.

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20. Inspection of Documents

Contractor acknowledges that all of the contract documents are on file in the St. Louis Public Library's office and have been made available to Contractor for inspection and copying. Contractor represents that it has carefully examined all of such contract documents or waives such examination. Contractor represents that it has satisfied itself and has become fully acquainted with the nature and location of the work contracted for hereunder, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, utilities, roads, weather conditions, river stages or similar physical conditions, the conformation and condition of, the ground, the soil structure and subsurface conditions, obstructions, actual levels, excavating, filling in, the character and equipment of facilities needed preliminary to and during prosecution of the work, costs of materials and wage rates and all other matters which in any way might affect the work under this contract, or the cost thereof.

21. Contract and Interpretation

21.1 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the contract documents, it shall be the duty of the Contractor to so notify the St. Louis Public Library in writing within three (3) working days of the Contractor's discovery thereof. Upon receipt of said notice, the St. Louis Public Library shall instruct the Contractor as to the measures to be taken and the Contractor shall comply with the St. Louis Public Library's instructions.

21.2 To the extent that any inconsistencies or conflict in interpretation arise between the terms of this agreement and the contract documents, the terms of this agreement shall control and be binding on all parties hereto.

21.3 Law and Effect. This agreement shall be governed by the law of the State of Missouri.

21.4 Severability and Waiver. The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

21.5 Attorney's Fees. Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this agreement, or to collect damages for the breach of the agreement or to recover on a surety bond given by a party under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein.

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EXHIBIT H

22. Design Team Projects

If the Contractor's work on the project is based on its design or a design in which it or subcontractors engaged by Contractor prepared or participated in the preparation of, Contractor will indemnify and hold harmless the St. Louis Public Library from any and all claims, demands, causes of action, suits, arbitration awards, actual, consequential and punitive damages, costs, expenses, fees (including attorney's fees) directly or indirectly relating to or arising out of any errors or omissions by the Contractor or subcontractors who participated in such design, including, without limitation, all direct and indirect costs and expenses incurred in changing the design of the project, including, without limitation, costs, and expenses incurred by the St. Louis Public Library, and costs and expenses incurred in modifying the design and work of the St. Louis Public Library rendered directly or indirectly incompatible as a result of such errors or omissions and in redesigning of Contractor's work affected or rendered incompatible as a consequence of such errors or omissions, all as determined by the St. Louis Public Library.

23. Miscellaneous

23.1 Failure by the St. Louis Public Library in any instance to insist upon observance or performance by Contractor of any terms, conditions, of this agreement shall not be deemed a waiver by any such terms, conditions or provisions, and observance or performance thereof; no waiver shall be binding upon the St. Louis Public Library unless the same is in writing signed by the St. Louis Public Library and shall then be for the particular instance referred to in said writing only; waiver of any one breach shall not be deemed a waiver of any other breach; payment of any sum by the St. Louis Public Library to Contractor with knowledge of any breach shall not be deemed to be waiver of such breach or any other breach. The remainder of this agreement will not be voided by the invalidity of one or more of the terms of this agreement.

23.2 Contractor shall not place signs of any kind upon the project site without prior written approval of the St. Louis Public Library.

23.3 This Contractor, along with the contract documents incorporated herein, comprises the entire agreement between the parties. All prior negotiations and dealings between the parties are merged in, integrated and superseded by this contract which is binding upon and inures to the benefit of the parties and their successors, legal representatives and assigns. Notwithstanding the foregoing, Contractor shall not assign this contract, or sublet or subcontract all or any part of the work hereunder without the prior written consent of the St. Louis Public Library. All modifications of this contract must be in writing and signed by the parties hereto to be valid.

23.4 Contractor agrees to cooperate with the St. Louis Public Library in the purchase of materials, equipment or other items needed by Contractor for use in connection with the performance of services pursuant to this agreement, in order to take advantage of the St. Louis Public Library's exemption from sales tax under the pertinent law.

23.5 Neither party shall assign any rights under this agreement without the prior written consent of the other party.

CONTRACT NUMBER: 20-02299

EXHIBIT H

23.6 Any notice or communication authorized or required hereunder shall be deemed to have been given, if hand-delivered or mailed by certified or registered mail, as follows:

THE ST. LOUIS PUBLIC LIBRARY

St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103. Attention: William Jackson

CONTRACTOR:

XX, XX, XX, XX. Attention: XX

The following exhibits are attached hereto and made part hereof:

In witness whereof, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

ATTEST:

ST. LOUIS PUBLIC LIBRARY

By _____
Title: Chief Financial Officer

CONTRACTOR:

By: _____
Title: _____