

**REQUEST FOR BIDS**

**RFB NO:** 21-002212

**SEND BIDS TO:**

**DATE ISSUED:** April 9, 2021

Assistant Business 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

**PREBID CONFERENCE DATE:** April 15, 2021 - 1:00 p.m.

**BID DUE DATE:** April 28, 2021 by 2:00 p.m.

**ASSISTANT BUSINESS MANAGER:** Rita Kirkland

**EMAIL ADDRESS:** [rkirkland@slpl.org](mailto:rkirkland@slpl.org)

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**DISTRICT DBA**  
**ST. LOUIS PUBLIC RFB 21-002212 FOUNTAIN WATER LINE REPAIR**  
**LOCUST STREET**

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: \_\_\_\_\_

Bidder is: \_\_\_\_\_ individual \_\_\_\_\_ corporation \_\_\_\_\_ partnership \_\_\_\_\_ LLC

\_\_\_\_\_ Other – describe \_\_\_\_\_

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
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**ST. LOUIS PUBLIC RFB 21-002212 FOUNTAIN WATER LINE REPAIR**  
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**REQUEST FOR BIDS (S) SCHEDULE**

RFB Issued	04/09/21
Public Notification of RFB	04/09/21
Prebid Conference	04/15/21 1:00 p.m.
Questions from Bidders due to St. Louis Public Library	04/21/21 4:00 p.m.
RFB Due	04/28/21 2:00 p.m.

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
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**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 rkirkland@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, rkirkland@slpl.org. **Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Wednesday, April 21, 2021, 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 initiated and dated by the company submitting the Bid. Please provide four complete copies of your Bid response for the St. Louis Public Library review. Email and facsimile bids 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 the **Assistant Business Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103** for a 2:00 p.m. bid opening at that location on 04/28/21. EMAIL BIDS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL BID RESPONSE TO: rkirkland@slpl.org. The Bid RFB number shall show on the face of the envelope:

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**DISTRICT DBA**  
**ST. LOUIS PUBLIC RFB 21-002212 FOUNTAIN WATER LINE REPAIR**  
**LOCUST STREET**

**BIDS DUE 4/28/21 by 2:00 p.m.**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**DISTRICT DBA**  
**ST. LOUIS PUBLIC RFB 21-002212 FOUNTAIN WATER LINE REPAIR**  
**LOCUST STREET**

**REQUEST FOR BID**

April 9, 2021

**1. INTRODUCTION**

The St. Louis Public Library requests bids from qualified Bidders for 10" Fountain Water Line Repair.

Bids must be received no later than 2:00 p.m., April 28, 2021 by:

Rita Kirkland, Assistant Business 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

**Electronic submissions will be accepted.**

Questions and clarification inquiries about this RFB must be received prior to 4:00 p.m., Wednesday, April 21, 2021. To preserve the integrity of the selection process, questions regarding this RFB should only be directed in writing to Ms. Kirkland: [rkirkland@slpl.org](mailto:rkirkland@slpl.org)

**The RFB number must be the subject in the subject line.**

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 goods and products 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. **The email address is: [bids@slpl.org](mailto:bids@slpl.org).**

**EXHIBIT A**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**DISTRICT DBA**  
**ST. LOUIS PUBLIC RFB 21-002212 FOUNTAIN WATER LINE REPAIR**  
**LOCUST STREET**

**SCOPE OF WORK & PRICING PAGE**

RE: CENTRAL LIBRARY -1301 OLIVE ST.

LOCUST STREET FOUNTAIN 10" WATER LINE REPAIR

Furnish all labor and materials necessary to repair the 10" water supply line to the fountain.

Scope intended to provide suggested repair to the water line located underground. Other suggested practices will be considered in order to accomplish the repair should the contractor feel the need.

1. Remove granite stone and caps necessary to gain access for repair.
2. Saw cut sidewalk, breakout, haul away and replacement of concrete.
3. Excavate area 8' x 6' x 10' deep (excavate down to 6', hydro-excavate from 6' to 10')
4. Materials for repair.
5. Shoring as needed for repair.
6. Barricades and street plates.
7. Backfill, trucking of materials, concrete and all labor.
8. Replace granite stone and caps.
9. Permits to be included.

**Please itemize above items and provide the grand total below:**

**Grand Total Dollar amount** \_\_\_\_\_ **\$**

**EXHIBIT B**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**DISTRICT DBA**  
**ST. LOUIS PUBLIC RFB 21-002212 FOUNTAIN WATER LINE REPAIR**  
**LOCUST STREET**

**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 proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, 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 C**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**DISTRICT DBA**  
**ST. LOUIS PUBLIC RFB 21-002212 FOUNTAIN WATER LINE REPAIR**  
**LOCUST STREET**

**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 exists.

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 D – Diversity Statement

### **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.

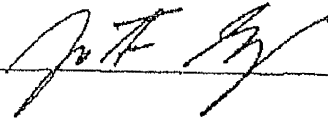
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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 5<sup>th</sup> day of April, 2004.

BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC  
LIBRARY

\_\_\_\_\_  
Its President



[SEAL]

ATTEST:

\_\_\_\_\_  
Its Secretary

## EXHIBIT E

### SAMPLE

CONTRACT NUMBER: 21-002212

### CONTRACT

This agreement made on the XX day of XX, 2021, between the **Board of Directors of the City of St. Louis Municipal Library District**, hereinafter called the "**St. Louis Public Library**", and **XX.**, herein called the "**Contractor**".

The Project:

**Contractor shall provide labor, materials and equipment to repair 10" Water Fountain for the following locations:**

Locust Street Side  
St. Louis Public Library  
1301 Olive Street  
St. Louis, MO 63103

Additional services may include, but are not limited to, bid document preparation, specifications, contract negotiation, project management, testing and owner's acceptance. Various services for the St. Louis Public Library's other elevators throughout the system, on an "as needed basis" may be contracted for as well.

The St. Louis Public Library and Contractor agree as follows:

#### **1. Contract Documents**

1.1 The contract documents for this contract consist of this Agreement, Exhibit A, "Scope of Work & Pricing Page" and any other Exhibits attached hereto, the Invitation to Proposal and Instructions to Proposers for Proposal Project 21-002212, 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 from this contract are fully incorporated herein.

## **EXHIBIT E**

**CONTRACT NUMBER: 21-002212**

### **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 & Pricing Page".

2.2 The Contract Work Includes:

- (a) That is shown on any of the contract documents.
- (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.
- (c) Contractor shall execute all work in the best and most workmanlike manner by qualified, careful, and efficient workers who shall be satisfactory to the St. Louis Public Library.

### **3. Changes**

Contractor agrees that St. Louis Public Library may add to or deduct from the amount of work covered by this agreement. Any other changes made in the amount of work, or any other parts 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. 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.

### **4. Termination for Cause**

If the Contractor shall fail, or refuse for any cause, to complete the work done under this agreement, or any portion thereof, within a period of time deemed reasonable by the St. Louis Public Library, or should the Contractor violate any of the conditions of this contract, the St. Louis Public Library shall have the right to annul or cancel the agreement. Notice of such cancellation and the date thereof shall be given in writing to the contractor and the agreement shall be terminated at such date. Reasonable allowances shall be made by the St. Louis Public Library for expenses incurred and services performed by the Contractor prior to the termination date.

### **5. Termination for Convenience**

The performance of work under this contract may be terminated at any time, in whole or in part, by the St. Louis Public Library. Any such termination shall be executed by written notice in advance of the termination date, specifying the extent of work under the contract to be terminated and the effective date of the termination. 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.

## EXHIBIT E

CONTRACT NUMBER: 21-002212

### 6. Contract Sum and Payments

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.XX)**, subject to additions, deductions and conditions as stated herein. Contractor payment is payable upon:

All requests for payments requires the submission of an invoice, by the payee, referencing Contract No. 21-002212.

Payee: XX  
Address: XX XX  
XX, XX XX-XX  
Phone: XXX-XXX-XXXX  
Contact: XX XX

For payment, the Contractor must submit an itemized invoice to the St. Louis Public Library's Accounts Payable Department via USPS First Class mail at the following address:

Accounts Payable Department  
St. Louis Public Library  
1415 Olive Street  
St. Louis, MO 63103

The St. Louis Public Library's payment terms are net 30 days.

### 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, written 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.

### 8. Indemnity

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless, the St. Louis Public Library, the Architect 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.

**9. Other Provisions**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither the contract subcontracted or assigned, in whole or in part, except with the prior written consent of the St. Louis Public Library.

**10. 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 courts cost, 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.

**11. Equal Opportunity**

11.1 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.

11.2 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.

**12. Inspection of Document**

Contractor acknowledges that all of the contract documents are on file in the 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 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, 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.

## EXHIBIT E

CONTRACT NUMBER: 21-002212

### 13. Contract Interpretation

13.1 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the contract documents, it shall be the duty of the Contractor to 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. 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.

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

13.3 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.

13.4 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, cost, charges, and expenses expended or incurred therein.

13.5 Title. The titles given to the articles of this agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

## EXHIBIT E

CONTRACT NUMBER: 21-002212

**14. COVID-19.** Contractor understands the novel coronavirus ("COVID-19") is an extremely contagious disease, which can lead to serious illness. Contractor is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 and understands those guidelines are subject to change. Contractor agrees to comply with such guidelines, any applicable state or local laws or regulations and advisories, as in effect from time to time, including but not limited to wearing masks and social distancing. Contractor affirms that no one on the job site has experienced any of the symptoms of COVID-19 within the last 14 days. If Contractor's onsite workers exhibit any of the symptoms of COVID-19 at any time before, during or within 30 days of working in Library facilities, Contractor will immediately notify the Library. Contractor acknowledges and understands the inherent risks associated with COVID-19 and is voluntarily assuming such risks in the execution of work as designated in the contract. Contractor agrees to release and hold harmless the Library and its employees, officers, and agents from and against all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19 associated with executing any work as designated in the contract.

All other terms and conditions that are hereby amended are to remain in full force and effect.

### **15. Miscellaneous**

15.1 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.

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

15.3 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.

15.4 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.



**EXHIBIT E**

**CONTRACT NUMBER: 21-002212**

15.5 Neither party shall assign any rights under this agreement without the prior written consent of the other party. Written consent must be made by:

**ST. LOUIS PUBLIC LIBRARY:**

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

**CONTRACTOR:**

XX, XX, XX, XX. XX-XX  
Attention: XX XX

14.6 The following Exhibits are attached hereto and made part hereof:

**Exhibit A - Scope of Work**

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

**ATTEST:**

\_\_\_\_\_

**ST. LOUIS PUBLIC LIBRARY**

By: \_\_\_\_\_  
(Chief Financial Officer)

**ATTEST:**

\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) (Date)