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REQUEST FOR BIDS

RFB NO: 23-005020 SEND BIDS TO:

DATE ISSUED: May 16, 2023 Assistant Business Manager, Rita Kirkland Board of Directors of the City of St. Louis Municipal Library District DBA St. Louis Public Library 1415 Olive Street St. Louis, MO 63103 (314) 539-0313 OR: bids@slpl.org

BID DUE DATE: June 6, 2023 by 2:00 p.m.

ASSISTANT BUSINESS MANAGER: Rita Kirkland **EMAIL ADDRESS:** <u>rkirkland@slpl.org</u>

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 23-005020 MECHANICAL ROOM ASBESTOS ABATEMENT PROJECT

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 (Check one): Individual Corporation Partnership LLC			
Other – describe			

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 23-005020 MECHANICAL ROOM ASBESTOS ABATEMENT PROJECT

REQUEST FOR BID(S) SCHEDULE

RFB Issued	May 16, 2023
Public Notification of RFB	May 16, 2023
Pre-Bid Walk Through at Administration Bldg. (1415 Olive St., 63103)	May 24, 2023 @ 9:00 a.m.
Questions from Bidders deadline to Library	May 30, 2023 @ 10:00 a.m.
RFB Due	June 6, 2023 @ 2:00 p.m.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 23-005020 MECHANICAL ROOM ASBESTOS ABATEMENT PROJECT

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.

In accordance with the St. Louis Public Library's procurement policy, Bids will be handled so as not to permit disclosure of the identity of any Bidder or the contents of any Bid to competing Bidders during the process of negotiation. A register of Bids shall be prepared containing the name of each Bidder, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of Bids shall be open for public inspection only after a final contract is executed.

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 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. 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.

Questions about the RFB should be made in writing and directed to Rita Kirkland, Assistant Business 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 Ms. Kirkland, rkirkland@slpl.org. <u>Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Tuesday, May 30, 2023, by 10:00 a.m., to allow for the St. Louis Public Library's reply prior to Bid submissions.</u>

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.

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**. Bids are due at that location on **Tuesday**, **June 6**, **2023 by 2:00 p.m**. EMAIL BIDS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL BID RESPONSE TO: bids@slpl.org. **The Bid RFB number shall show in the subject line of the email**.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 23-005020

TERMS AND CONDITIONS

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 St. Louis Public 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.** <u>Compliance with Laws</u>. 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 St. Louis Public Library.
- D. <u>Out of State Bidder.</u> 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 St. Louis Public Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of a Vendor Agreement between the St. Louis Public 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 St. Louis Public 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 St. Louis Public Library and further agrees that no rights of the St. Louis Public 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 St. Louis Public Library harmless with respect thereto.
- **G.** Indemnification. Bidder shall defend, indemnify and hold harmless the St. Louis Public 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 St. Louis Public 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 (\$1,000,000.00).
 - 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 St. Louis Public Library.
 - 5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Bidder shall be Bidder's responsibility. The St. Louis Public 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 I. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.
 - All insurance policies addressed in Subsections I. (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 St. Louis Public Library:

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 St. Louis Public Library prior to cancellation, non-renewal or material modification.

All insurance policies of or on behalf of the St. Louis Public 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 St. Louis Public 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 St. Louis Public Library by the aforementioned time, or if any such policies are canceled, the St. Louis Public Library shall have the right to terminate a Vendor Agreement immediately and/or deny Bidder access to St. Louis Public Library facilities. These insurance provisions are minimum requirements and shall not relieve Bidder of its indemnity, defense and hold harmless obligations.

- I. <u>E-Verify</u>. 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 St. Louis Public 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 St. Louis Public 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 **Attachment D**.
- J. <u>Performance Uninterrupted</u>. 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 St. Louis Public Library.
- K. <u>Communications.</u> The Bidder shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public 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 St. Louis Public 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 St. Louis 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 St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Bidder who, in the opinion of the St. Louis Public 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 St. Louis Public 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 St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.

- **M.** <u>Laws & Ordinances</u>. 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. **Timing**. The successful Bidder must be ready to begin services no later than thirty (30) days after date of contract execution.
- O. <u>Compliance with Laws</u>. 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.

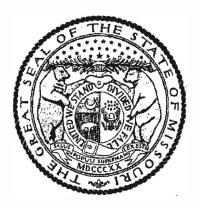
P. AWARD

In accordance with the St. Louis Public Library 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.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 096
CITY OF ST. LOUIS CITY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly
	Rate
Asbestos Worker	\$64.38
Boilermaker	\$39,40*
Bricklayer	\$60.67
Carpenter	\$59.02
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$53.06
Plasterer	1
Communications Technician	\$59.99
Electrician (Inside Wireman)	\$71.98
Electrician Outside Lineman	\$67.58
Lineman Operator	Ψ07.00
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$91.46
Glazier	<u> </u> \$64.67
Ironworker	\$65.52
Laborer	\$51.43
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$39.40*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.22
Group I	·
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$40.84
Plumber	\$73.90
Pipe Fitter	7,4100
Roofer	\$55.02
Sheet Metal Worker	\$70.01
Sprinkler Fitter	\$76.17
Truck Driver	\$39.40*
Truck Control Service Driver	φουπο
Group I	
Group II	
Group III Group IV	
Gloop IV	

^{*}The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

^{**}The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

COOLIDATIONAL TITLE	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$48.40
Millwright	<u> </u>
Pile Driver	
Electrician (Outside Lineman)	\$67.58
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.07
General Laborer	
Skilled Laborer	
Operating Engineer	\$65.72
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$39.40*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

^{*}The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

^{**}The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

TECHNICAL SPECIFICATIONS ASBESTOS ABATEMENT

ST. LOUIS PUBLIC LIBRARY
BASEMENT MECHANICAL ROOM
1415 OLIVE STREET
ST. LOUIS, MISSOURI



Prepared for:

St. Louis Public Library 1415 Olive Street St. Louis, Missouri 63103

Prepared by:



Contract C-23074 April 2023

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ATTACHMENTS

Attachment A – Asbestos-Containing Materials

Attachment B - Certificate of Worker's Acknowledgment

LIST OF ACRONYMS AND ABBREVIATIONS

AC Asbestos Contractor

ACM Asbestos-Containing Materials

AFD Air Filtration Devices

ASP Air Sampling Professional

AST Air Sampling Technician

CFR Code of Federal Regulations

DAPC Division of Air Pollution Control (City of St. Louis)

GFCI Ground Fault Circuit Interrupter

HEPA High-Efficiency Particulate Air

HVAC Heating, Ventilation, and Air Conditioning

NESHAP National Emission Standard for Hazardous Air Pollutants

NIOSH National Institute of Occupational Safety and Health

OSHA Occupational Safety and Health Administration

PCM Phase Contrast Microscopy

PEL Permissible Exposure Limit

TEM Transmission Electron Microscopy

TWA Time-Weighted Average

USEPA United States Environmental Protection Agency

SECTION 1000 – GENERAL REQUIREMENTS

Part 1 - SUMMARY OF WORK

1001.01 Description of Work

St. Louis Public Library desires to remove asbestos-containing pipe insulation from the basement mechanical room which includes the hallway and old boiler room. This material was identified as containing asbestos in an asbestos survey¹ prepared by NPN Environmental in 1997.

The work consists of furnishing labor, equipment, employee training, permits, notifications, agreements, registration, personal air monitoring, supplies, and materials to perform abatement and disposal of ACM waste in the referenced building. This work is scheduled to take place during the third quarter 2023.

The Asbestos Contractor (AC) shall perform all work in accordance with these work practices and applicable codes and regulations. Whenever there is a conflict or overlap between these work practices, regulations or codes, the most stringent provisions apply.

The AC is responsible for providing notification (when required) to applicable Federal, State, and Local agencies.

St. Louis Public Library will retain NPN Environmental to perform air monitoring and contractor oversight during abatement activities. Air monitoring and oversight shall be performed under the direction of a Missouri Certified ASP.

1001.02 Summary of Work to be Completed

The site of the proposed work is the Basement Mechanical Room in the St. Louis Public Library located at 1415 Olive Street, St. Louis, Missouri.

The work consists of removing all accessible asbestos-containing pipe insulation from pump fittings, valves, elbows, and tees from the basement mechanical room utilizing glovebag removal methods inside a containment with critical barrier negative pressure control. Work will also include removing a limited amount of fittings from the mechanical room hallway and old boiler room utilizing glovebag removal methods and pre-cleaning of some debris including disposal of loose floor tiles in the old boiler room. Approximately 200 linear feet of pipe insulation will be removed from the basement mechanical room.

April 2023 Page 1 of 23

¹ NPN Environmental. 1997. Asbestos Survey – Farm Credit Bank South Building. C-97190. December.

Quantities stated are approximations only. The AC shall be responsible for field verification.

This project exceeds the notification requirements (16 linear feet or more of friable ACM) set by City of St. Louis DAPC; thus, notification to the Department is required to be submitted by the AC.

On project award, a copy of the asbestos inspection can be provided to the selected contractor on request. For bidding purposes, a list of asbestos-containing material is provided as *Attachment A*.

1001.03 Asbestos Contractor's Scope of Work

The successful AC's scope shall include removal of the identified ACM in compliance with this document and all applicable Federal, State, and Local regulations.

1001.04 Applicable Standards and Guidelines

All work under this contract and any other trade work done in conjunction with the project shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards and codes governing asbestos abatement, transportation and disposal, and health and safety. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used. Asbestos abatement projects may be regulated by several government agencies and standards including:

- USEPA 40 CFR 61
- USEPA 40 CFR 49
- OSHA 29 CFR 1910.134
- OSHA 29 CFR 1910.1001
- OSHA 29 CFR 1926.1101
- OSHA 29 CFR 1926.451
- St. Louis City Ordinance 70607 Section 11
- American National Standards Institute (ANSI)
 - ANSI Z41.11967 Safety Shoes
 - ANSI Z9.21979 Fundamentals Governing the Design and Operation of Local Exhaust System
 - ANSI Z87.11979 Protective Eye Wear
 - ANSI Z88.280 Practices for Respiratory Protection

Part 2 - CONDUCT OF WORK

1002.01 Project Management

St. Louis Public Library will select a third party Asbestos Consultant (Consultant) for this project. The primary contact is:

St. Louis Public Library

Alan Warfield Facilities Manager

Consultant's designated representative will be on-site during project activities.

1002.02 Premises

The AC shall schedule and perform work to cause as little interference as possible on the premises. Damage caused by AC operations will be repaired at the AC's expense. The AC will be responsible for taking all precautions necessary to protect the facility throughout the duration of performing its duties.

1002.03 Access

The project will be completed on weekdays and the AC will have access to the work site as follows:

Monday-Friday – 7:00 a.m. to 5:00 p.m. (8-hr shift)

Specific project schedules will be discussed and approved at a pre-commencement meeting. All ACM loadout activities shall be approved by Consultant.

1002.04 Use of the Site

The AC shall confine operations to the work areas designated by St. Louis Public Library. Portions of the site beyond areas in which work is indicated are not to be disturbed. The AC shall conform to site rules and regulations including the following:

- Comply with all of St. Louis Public Library's contractor health and safety requirements.
- The AC's employees utilizing personal protective equipment (PPE) shall do so in designated areas only. No personnel wearing PPE will be allowed outside the designated work area.
- The site shall not be unreasonably encumbered with materials or equipment. Store all materials at the designated site. Keep the site free from accumulation of waste, rubbish, or construction debris.

- All personnel shall sign in daily with Consultant's on-site representative upon entering and leaving the work area.
- Protect all property within the work site. Any and all damage is to be repaired at the AC's expense.

1002.05 Authority to Stop Job Activities

St. Louis Public Library or Consultant shall have the authority to stop any job activities not being performed satisfactorily or in accordance with applicable regulations or requirements of this specification without additional charges by the AC to Consultant or St. Louis Public Library. This shall not relieve the AC from liability for violating these regulations or guidelines. The AC shall be responsible for knowing these laws and regulations and shall, at all times, comply with them.

1002.06 Liquidated Damages

RESERVED.

1002.07 Coordination Meetings

The AC shall maintain the project schedule and in the event circumstances arise that may impact the completion date, coordination meetings will be scheduled to rectify the problem.

1002.08 Site Conditions

- A. Power St. Louis Public Library shall make electric power available within reasonable limits.
- B. Potable Water St. Louis Public Library shall supply potable water to be used on this project. The AC is responsible for all materials and labor required for connecting to existing water lines in locations designated by St. Louis Public Library personnel.
- C. Sanitary Sewer St. Louis Public Library shall specify sanitary sewer access locations for discharge of AC generated wastewater. The AC shall supply all pumps and hoses necessary to access these locations.
- D. Toilet Facilities St. Louis Public Library shall designate a toilet for use by AC personnel.

Part 3 - SUBMITTALS AND NOTIFICATIONS

1003.01 Bid Document

Bid form will be provided by St. Louis Public Library.

1003.02 Qualifications

St. Louis Public Library reserves the right to reject bids for any reason that serves in the best interests of St. Louis Public Library. St. Louis Public Library also reserves the right to waive any technicality or irregularity in a bid that would indicate the AC is not qualified to complete the project.

1003.03 **Bonding**

RESERVED.

1003.04 Insurance

- A. During performance of services, the AC shall maintain insurance coverage as identified in the St. Louis Public Library specification and contract documents.
- B. Certificates of required insurance coverage shall be submitted by the AC to St. Louis Public Library and Consultant before commencement of services. Certificates shall bear a certification that the coverage specified therein will not be amended, altered, modified, or canceled without at least 10 days written notice to St. Louis Public Library.
- C. St. Louis Public Library and Consultant shall be named as an additional insured under any insurance required of the AC with respect to negligent acts or omissions of the AC and with regard to Workmen's Compensation insurance and injuries to persons employed by the AC who suffer injury or disease arising out of the performance of the services.

1003.05 Indemnification

A. The AC shall defend and indemnify and save St. Louis Public Library and Consultant, their agents, servants, and employees harmless from any and all liability on any claims, suits, or causes of action made or brought against them, or any of them, by any person whomsoever (including claims by employees of the AC, its subcontractors or suppliers) for personal injury, death or property damage, including loss of use thereof, arising out of, connected with, or in any way related to the work to be performed by the AC, the presence of the AC or its subcontractors or suppliers' agents, servants, and employees on the premises of St. Louis Public

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Library, regardless of whether any negligence or any act or omission of St. Louis Public Library and Consultant, their agents, servants, or employees contributed thereto; provided, however, that this indemnification shall not apply to any such claims, suits, or causes of action resulting from the sole negligence of St. Louis Public Library or Consultant.

Further, the AC shall defend and indemnify and save St. Louis Public Library and Consultant, their agents, servants, and employees harmless from any and all claims, suits or causes of action made or brought against them, or any of them, by any persons whomsoever (including claims by employees of the AC, its subcontractors or suppliers) for personal injury, damage or death arising out of or attributable in any way to emergency first-aid treatment and related services provided by St. Louis Public Library or Consultant or the use by the AC of equipment or tools furnished by St. Louis Public Library or Consultant, regardless of whether such injury, damage, or death is contributed to or caused by or alleged to have been contributed to by the negligence of St. Louis Public Library and Consultant, their agents, servants, or employees.

B. The obligations of the AC under this paragraph shall not extend to the liability of Consultant, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) giving of or failure to give directions or instructions by Consultant, its agents or employees as required by the contract documents.

1003.06 Change Orders

St. Louis Public Library may make changes by altering, adding to, or deducting from the work and negotiating a change in the contract sum. All change order work shall be executed in conformity with the terms and conditions of the contract documents. Any change in the contract sum or time for completion shall be adjusted in the written change order, which will be effective when signed by both parties.

No written or oral instructions shall be construed as directing a change in the work unless in the form of change order approved and signed by St. Louis Public Library. The change order shall describe or enumerate the work to be performed, state the price to be added to or deducted from the contract sum, and state the addition or deduction of time to complete.

If the AC is directed to perform work for which he believes he is entitled to a change order, he shall give St. Louis Public Library immediate written notice and await written instructions from St. Louis Public Library before proceeding to execute such work. Upon written receipt or, if necessary, verbal instructions followed by written approval from St. Louis Public Library to proceed with change order work, the AC shall

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carry out the described work in accordance with the project specifications.

1003.07 Notifications

The AC shall maintain two copies of applicable Federal, State, and/or Local notifications: one copy of each to be posted at the jobsite and one copy of each to be kept on file in the AC's office.

The AC is responsible for all communication to City of St. Louis DAPC regarding project modifications, such as scheduling, work practices, etc., and shall copy Consultant immediately.

- A. The AC is to provide original notification to City of St. Louis DAPC.
- B. If applicable, the AC must submit amended notifications to City of St. Louis DAPC.
- C. The AC shall submit the post-notification requirements to City of St. Louis DAPC after Consultant has confirmed project completion and the AC has completely demobilized from the site.

1003.08 Licenses

The AC will maintain current licenses as required by applicable State or Local jurisdictions for impacting ACM or other regulated activity relative to the work of this contract and shall provide evidence thereof upon award of project.

1003.09 Submittals

- A. Upon award of contract, submit the following:
 - Certificate of Worker's Acknowledgment for each worker located in Attachment B Certificate of Worker's Acknowledgment. This form shall be completed by all personnel assigned to the project.
 - Missouri employee licenses, training certifications, physician statements of respiratory protection use
 - Worker fit tests completed in the last 12 months
- B. Submit Site-Specific Safety Plan (SSSP) to St. Louis Public Library for their review prior to beginning work.
- C. At project completion, submit all closeout documentation to St. Louis Public Library and Consultant.

SECTION 2000 – SCOPE OF WORK

Part 1 - Project Phasing

2001.01 Phases

This project does not contain work divided into phases.

Part 2 - ISOLATION/SETUP

2002.01 Outside Contractor Requirements

No outside contractors are required for this project.

2002.02 Isolation Overview

The AC shall remove asbestos-containing pipe insulation utilizing glovebag removal methods within a containment with critical barrier negative pressure control. Prior to constructing the containment with critical barrier negative pressure control, the AC shall remove pipe insulation from the old mechanical room (old boiler room and hallway) utilizing glovebag removal methods and loose floor tile from the mechanical room (old boiler room). All abatement activities will be conducted at the basement level inside the basement mechanical room including the old boiler room and hallway.

2002.03 Specific Enclosure Requirements

No specific enclosure requirements are proposed for this project.

2002.04 General Setup Requirements

- A. St. Louis Public Library or general contractor shall remove all equipment, furniture, wall decorations, and supplies from the work areas prior to the start of site activities.
- B. The AC and Consultant shall identify and record the extent of all existing damage to the structure and equipment in the work area prior to commencement of work.
- C. The AC shall utilize existing building receptacles for 110-volt/115-volt electrical power service. If building receptacles do not provide the necessary power requirements, the AC shall supply equipment, labor, hookups, etc., for electrical subpanel to service all necessary loads for the project and install with a licensed electrical subcontractor.

- D. The AC shall provide GFCI protection for all connections to electric service.
- E. St. Louis Public Library shall provide running water supply from an on-site water faucet and wastewater discharge location. AC shall supply connections for hookup and enough hose to reach work areas.
- F. The work area and areas immediately adjacent shall be pre-cleaned of all visible asbestos debris, if necessary.
- G. The AC shall utilize 6-mil polyethylene (poly) sheeting in ALL cases. All other references to a specific thickness of poly in the following divisions and sections are hereby specified as 6-mil poly.
- H. The AC shall provide a hot water heater(s), if necessary, of adequate size for use during personnel decontamination by individuals exiting the work area.
- 1. The AC shall provide all lighting necessary to perform work.
- J. The AC shall protect extension cords to prevent trip hazards.
- K. Consultant shall perform daily inspections of AC's progress to confirm compliance with project specifications.

2002.05 Glovebag Technique - Setup

- A. Prior to work in the mechanical room, the AC shall remove all friable asbestos-containing TSI from the mechanical room (old boiler room and hallway) via glovebag techniques to accommodate installation of the decontamination unit in the hallway.
- B. All objects within the regulated area shall be moved or covered with poly sheeting and secured with duct tape.
- C. Poly sheeting drop cloths shall be placed below the area of removal.
- D. Utilize a localized HEPA-filtered ventilation unit in the work area.
- E. Establish an equipment area adjacent to the regulated area for decontamination of workers and equipment. This area shall be of sufficient size and covered by a poly sheeting drop cloth on the floor and/or other horizontal working surfaces.
- F. Provide materials and construct a remote decontamination facility in or adjacent to the work area:

Three chambers consisting of an equipment room, shower room, and clean room shall be separated by control curtains. Control curtains shall consist of triple-flap poly sheeting sealed on opposing sides. Two layers of poly sheeting shall cover the floors, ceilings, and walls of the decontamination facility. Contaminated water generated from the shower room shall be filtered prior to discharge using a minimum 2-stage system including at least one 0.5-micron and one 50-micron filter. All water generated shall be filtered and discharged into the sanitary sewer system.

2002.06 Critical Barrier Negative Pressure - Setup

A. The AC shall remove all friable asbestos-containing TSI from the basement mechanical room via glovebag technique within a containment with critical barrier negative pressure control.

The following procedures are to be completed by the AC unless otherwise indicated.

- B. Critical barriers consisting of two layers of poly sheeting shall be placed over all openings to the regulated area including doors, windows, HVAC, vents, and any other openings.
- C. Provide and install a negative pressure system utilizing AFDs with HEPA filters and primary and secondary pre-filters. AFDs shall be of sufficient quantity to provide 4 air changes per hour.
- D. AFDs shall be installed in the critical barriers at the garage doors and exhausted to the garage. The AC shall install plywood in the door opening to accommodate the AFD exhaust. Since outside exhaust is not feasible, a second remote HEPA filter system shall be installed in-line with the AFD exhaust system.
- E. Negative pressure system shall be operational and work area smoke tested prior to commencement of cleanup and abatement activities.
- F. All objects within the regulated area shall be moved or covered with poly sheeting and secured with duct tape.
- G. Poly sheeting drop cloths shall be placed below the area of removal.
- H. Provide materials and construct a decontamination facility in the mechanical room hallway leading to the work area:

Personnel – Three chambers consisting of an equipment room, shower room, and clean room shall be separated by control curtains. Control curtains shall consist of triple-flap poly sheeting sealed on opposing sides. Two layers of poly sheeting shall cover the floors, ceilings, and walls of the decontamination facility.

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Contaminated water generated from the shower room shall be filtered prior to discharge using a minimum 2-stage system including at least one 0.5-micron and one 50-micron filter. All water generated shall be filtered and discharged into the sanitary sewer system.

Material – A 2-chamber material decon consisting of two rooms shall be separated from the work area by control curtains. Control curtains shall consist of triple-flap poly sheeting sealed on opposing sides. Two layers of poly sheeting shall cover the floor, ceiling, and walls.

Part 3 - PRE-ABATEMENT ACTIVITIES

2003.01 RESERVED

Part 4 - ABATEMENT ACTIVITIES/CLEANUP

2004.01 General Abatement Requirements

- A. The AC shall establish a regulated area. OSHA danger signs shall be posted to demarcate this area to avoid unauthorized personnel entering the work area.
- B. All personnel must enter the regulated area at designated locations and shall wear full-body disposable work suits (including hoods and boot covers) and appropriate respiratory protection.
- C. The AC's asbestos removal operations will not begin until the entire work area has been inspected and approved by Consultant.
- D. For negative pressure enclosures and containments with critical barrier negative pressure control, the pressure differential between the work area and adjacent occupied spaces shall be a minimum negative 0.02-inch water column at all times.
- E. All ACM shall be thoroughly sprayed with water containing a wetting agent (amended water) to enhance penetration. A fine, low-pressure spray of this solution shall be applied to prevent fiber disturbances preceding removal. ACM shall be saturated sufficiently to prevent emission of airborne fibers in excess of the exposure limits prescribed in the OSHA regulations. The wetted or amended water shall be sprayed on as often as necessary to ensure the ACM is adequately wetted throughout (especially asbestos nearest to the substrate) to prevent dust emission as specified in the NESHAP regulations.
- F. Utilize air-misting devices spraying amended water periodically throughout the duration of the asbestos work.
- G. Immediately following removal, the wetted material shall be containerized in 6-mil labeled, poly bags and staged or transported through the material decon using double-bagging procedures.
- H. Metal and other rigid non-ACM shall be thoroughly decontaminated or disposed as ACM in puncture resistant containers (e.g., fiber drums, boxes, lined rolloff, etc.).
- I. Do not allow standing water to remain on floors at any time during site activities.

- J. All areas including flooring shall be cleaned on a daily basis prior to completion of daily activities to keep the work area clean and fiber counts to a minimum.
- K. All equipment and containers shall be HEPA vacuumed and wet wiped at decontamination area prior to removal.

2004.02 Glovebag Technique - Work Practices

- A. Work will consist of removing asbestos-containing TSI from the mechanical room (old boiler room and hallway) using glovebag systems consisting of 6-mil poly and seamless at the bottom. During glovebag removal activities, the AC shall also wet down any loose floor tiles in the old boiler room and bag and dispose as asbestos-containing waste.
- B. No modification on a glovebag is permitted.
- C. At least two persons shall conduct OSHA Class I glovebag removal operations.
- D. Before beginning the operation, loose and friable material adjacent to the glovebag shall be wrapped and sealed with two layers of poly sheeting or otherwise rendered intact.
- E. Glovebag shall be smoke tested for leaks and leaks shall be sealed prior to use. No glovebag shall be used more than once and may not be moved (sliding glovebag).
- F. Material within the glovebag shall be thoroughly wetted and removal performed utilizing hand tools.
- G. Prior to removing the glovebag from the pipe, the AC shall apply encapsulant to pipe where insulation was removed to lock down any unseen fibers.
- H. Prior to removal, glovebag shall be collapsed using a HEPA vacuum.

2004.03 Critical Barrier Negative Pressure – Work Practices

- A. Work will consist of removing asbestos-containing pipe insulation from the basement mechanical room using glovebag systems consisting of 6-mil poly and seamless at the bottom inside a containment with critical barrier negative pressure control.
- B. No modification on a glovebag is permitted.
- C. At least two persons shall conduct OSHA Class I glovebag removal operations.

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- D. Before beginning the operation, loose and friable material adjacent to the glovebag shall be cleaned utilizing HEPA vacuuming and wet-wiping techniques.
- E. Glovebag shall be smoke tested for leaks and leaks shall be sealed prior to use. No glovebag shall be used more than once and may not be moved (sliding glovebag).
- F. Material within the glovebag shall be thoroughly wetted and removal performed utilizing hand tools.
- G. Prior to removing the glovebag from the pipe, the AC shall apply encapsulant to pipe where insulation was removed to lock down any unseen fibers.
- H. Prior to removal, glovebag shall be collapsed using a HEPA vacuum.
- I. After asbestos has been removed and prior to visual inspection, all surfaces in the containment shall be wet wiped using a top-down approach.
- J. Cleaning equipment and supplies shall be properly decontaminated or packaged for disposal.
- K. All asbestos-containing waste and equipment shall be removed from work zone prior to visual inspection.
- L. Following visual inspection and successful clearance sampling, protective poly sheeting shall be disposed as ACM.

2004.04 Teardown and Site Restoration

- A. Following visual inspection and successful clearance sampling as identified in the **Air Monitoring** section, carefully remove critical barriers, HEPA vacuum any and all debris accumulated under/behind the poly, and dispose as contaminated waste.
- B. Remove all residues applied to the site during setup and abatement activities including silicone caulk, tape, and spray adhesive residues. Site shall be restored to original condition.

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Part 5 - WASTE DISPOSAL

2005.01 General Requirements

- A. The AC shall be responsible for coordination of all disposal activities and will supply at its own expense the necessary number of enclosed and padlocked rolloff dumpsters (rolloffs) required for the duration of this project. If quantity of asbestos-containing waste is not sufficient to fill a rolloff dumpster, the AC may utilize enclosed box vans for transportation to a remote dumpster.
- B. The parking lot shall be protected with plywood or other rigid material prior to delivering disposal rolloff. Disposal rolloff shall be placed directly on plywood or other material when delivered to the site.
- C. All ACM waste shall be disposed in a landfill licensed to accept such waste and approved by St. Louis Public Library. Waste hauler and landfill shall be included in bid submittal and approved by Consultant and St. Louis Public Library prior to project commencement. The landfill shall be contacted by the AC prior to bid submittal to verify they can accept quantity and type of material.
- D. The AC shall be responsible for removal, packaging, labeling, loading, and transportation of asbestos waste from the area and ultimately off-site. It will be the responsibility of the AC to inform Consultant in advance when scheduling disposal activities.
- E. During waste loadout activities, double bagging shall take place inside the first chamber (nearest containment) and disposal bag shall be goose-necked and sealed with duct tape.

2005.02 Packing

- A. Double bag wetted asbestos waste in 6-mil asbestos-labeled, poly bags and individually seal airtight with duct tape. Materials likely to puncture 6-mil poly bags are to be packaged in 55-gallon fiber drums or by other approved means to prevent fiber release.
- B. Remove all containerized waste from the work area. Consultant shall verify work site is cleared of all waste.

2005.03 Labeling

A. Provide labels in accordance with 29 CFR 1910.1200 (f) of the OSHA Hazard Communication Standard with the following information in accordance with 29 CFR 1926.1101(k)(8)(i, ii, iii, and v):

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CONTAINS ASBESTOS FIBERS MAY CAUSE CANCER CAUSES DAMAGE TO LUNGS DO NOT BREATHE DUST AVOID CREATING DUST

B. Off-site shipment of asbestos-containing waste materials must be in accordance with 49 CFR 172.101. The hazardous material warning label and proper shipping name is provided below:



NA 2212, ASBESTOS, 9, PG III, RQ

- C. Under NESHAP, ACM disposal containers transported to the disposal site shall be labeled to include the following additional information:
 - 1) Name of waste generator
 - 2) Name of asbestos contractor
 - 3) Waste generation location

2005.04 Storage

- A. If an on-site rolloff is used for waste storage, it will be located in an area designated by St. Louis Public Library. Prior to loading of ACM, install a double poly lining on the rolloff walls, ceiling, and floor. Proper PPE and respiratory protection shall be used at all times. Any debris or residue observed on the rolloff or surfaces outside the work area resulting from disposal activities shall be immediately cleaned by using HEPA-filtered vacuum equipment and/or wet wiping, as appropriate.
- B. The AC will be responsible for maintaining the area around the rolloff so it is clean, dry, and free of debris. This responsibility for maintenance will continue until the project is determined complete by Consultant.

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C. If a remote storage (off-site) rolloff is utilized for waste, the vehicle transporting waste and the off-site rolloff shall be lined with two layers of poly sheeting prior to loading material.

2005.05 Loadout

- A. Disposal containers removed shall be HEPA vacuumed and/or wet wiped in the work area to remove gross contamination before transporting to the decontamination area.
- B. Disposal bags, drums, and containers shall be decontaminated with a fine water spray and wet wiped in the equipment decontamination area by use of decon setup water hose and water catch trough system or double bagged within the equipment room.
- C. All thoroughly cleaned or double-bagged containers will then be passed through the equipment decontamination area into the clean zone. The containers will be placed in poly-lined, covered carts for transportation to the disposal rolloff/box van.
- D. The rolloff/box van will be loaded in a manner that minimizes puncture risk to the containers/bags, thereby avoiding fiber release outside the containment area. The AC shall optimize loading the rolloffs to maximize volume and minimize number of rolloffs required for disposal. At the conclusion of daily disposal activities, the rolloff shall be locked, preventing access by unauthorized personnel. Absorbent material will be applied in and around the bottom of the rolloff/box van, if necessary, to pick up any water leakage that may occur. The rolloff/box van shall be properly labeled during loading and unloading.
- E. Asbestos-containing waste material shall not be stored outside the designated staging area without prior approval by Consultant. Bags from the work area shall be taken directly to the disposal rolloff/box van. Damaged bags or bags containing sharp materials that will puncture the containment bag must be contained in rigid containers (e.g., fiber drums). Drums shall be labeled with the same warning as the bags. Uncontaminated drums may be reused. Drums that have been contaminated shall be disposed as asbestos-containing waste in accordance with this specification.
- F. At completion of each ACM loadout operation, the decon walls and flooring shall be wet wiped to remove any visual debris. The material decon floor may need to be cleaned periodically throughout the project.
- G. Consultant will conduct air monitoring of disposal activities to confirm proper waste handling procedures.

2005.06 Transportation

- A. The AC's responsibility for maintaining and monitoring asbestos waste material terminates when the final asbestos waste hauler signs the waste shipment record and transports the ACM to a permanent burial site.
- B. The AC shall comply with current USEPA Asbestos NESHAP Regulations for all asbestos-containing waste materials transported off-site.
- C. Consultant may accompany the vehicle to the temporary staging area and/or landfill to assure and document proper transport and disposal. Transporter of asbestos waste shall be a licensed commercial waste hauler.

2005.07 Landfill Documentation

All landfill-signed waste shipment records shall be provided to St. Louis Public Library and Consultant within 60 days of project completion.

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SECTION 3000 – AIR MONITORING

Part 1 - Pressure Monitoring

3001.01 Negative Pressure System

The negative pressure system for enclosures and containments with critical barrier negative pressure control shall produce a minimum pressure differential of negative 0.02 inches of water as measured between the work area and decontamination facilities and adjacent areas prior to abatement within the work area. The AC shall supply (at own expense) a sufficient number of AFDs to meet the negative pressure differential requirement.

3001.02 Pressure Differential Measurements

Consultant shall measure the pressure differential and confirm negative pressure manometer readings at regular intervals per shift at the following locations:

Work Zone vs. Decontamination Facility (Clean Area) Work Zone vs. Adjacent Areas

Part 2 – Asbestos Air Monitoring

3002.01 **OSHA Air Monitoring**

Worker exposure surveillance shall be performed by the AC's Industrial Hygienist or designated representative retained by the AC. The OSHA Asbestos Standard for the Construction Industry (29 CFR 1926.1101) requires that workers conducting asbestos removal activities be monitored for exposure to airborne asbestos.

A. Sampling Frequency

FULL-SHIFT SAMPLES: Full-shift samples measure levels of airborne asbestos relative to OSHA PEL. Sampling shall be representative of full-shift exposures for each employee in each job classification. Samples will be taken on one or more employees when there is reason to believe airborne asbestos levels may be above OSHA standard (e.g., setup, demolition, abatement, secondary cleaning, final cleaning, spot removal, glovebagging, and disposal).

EXCURSION LIMIT SAMPLING: Excursion sampling measures air levels relative to excursion units. Samples shall be collected on one or more employees per shift when concentrations are considered to be at their highest or when a sudden release occurs (e.g., breakage of a disposal bag, disturbance causing a release of ACM, etc.).

B. Sampling Protocol

Samples shall be collected using low-volume pumps (0.5 to 2.5) liters/min.) from worker's breathing zone but not so close to worker's respirator exhalation valve as to cause interference with airflow into the cassette. Filters shall be 25 mm MCE with 0.8-micron pores. Two opened cassettes shall be submitted to the laboratory as field blanks for each 10 samples collected.

C. Method of Analysis

PCM analysis shall be used according to NIOSH Method 7400.

D. Interpreting the Results

The OSHA exposure standards are as follows:

Excursion Limit

1.0 fibers/cc for 30 minutes

Permissible Exposure Limit 0.1 fibers/cc average for 8 hours

April 2023 Page 20 of 23 These concentrations are averages for 30 minutes or 8 hours. If the task(s) lasts less than 8 hours, the measured levels must be reduced proportionately to reflect the total 8-hour TWA.

If OSHA standards are exceeded, workers will be protected with respiratory equipment. If half-face, negative pressure, air-purifying respirators are worn, workers are protected to 10 times PEL or 1.0 fibers/cc for an 8-hour TWA. If full-face, powered, air-purifying respirators are worn, workers are protected to 1000 times PEL or 100.0 fibers/cc for an 8-hour TWA.

3002.02 Baseline

Background air monitoring shall be performed by Consultant's ASP or AST to establish baseline fiber levels inside and outside the work area prior to site activities.

A. Sampling Frequency and Locations

Nonaggressive samples shall be collected at locations inside and outside the work area before commencement of work to establish background levels.

B. Sampling Protocol

High-volume pumps (up to 16 liters per minute) and 25 mm MCE filters with 0.8-micron pore size shall be used. A minimum of 400 liters shall be collected for stationary samples.

C. Method of Analysis

PCM analysis shall be used according to NIOSH Method 7400.

Interpreting the Results

Results of baseline air samples will be evaluated to determine the criteria for daily area monitoring during asbestos abatement activities. Regulatory agencies have established clean air levels at 0.010 fibers/cc. Some work sites may exhibit conditions not related to ACM which elevate fiber counts above clean air levels. If documented by visual observation and baseline sample results, the ASP may set clean air levels during abatement at levels greater than 0.010 fibers/cc.

3002.03 Area Air Monitoring

Area air monitoring shall be performed by Consultant's ASP or AST to detect elevated levels of dust, debris, or potential asbestos fiber dispersion inside and outside the work area during site activities.

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A. Sampling Frequency and Locations

During ACM abatement activities, selected sampling areas shall be utilized to provide a comparison and detect any migration of airborne asbestos from inside to outside the work area. Samples shall be collected each day and analyzed via PCM within 24 hours of receipt.

B. Sampling Protocol

High-volume pumps (up to 16 liters per minute) and 25 mm MCE filters with 0.8-micron pore size shall be used. A minimum of 400 liters shall be collected for stationary samples.

C. Method of Analysis

PCM analysis shall be used according to NIOSH Method 7400.

D. Interpreting the Results

Samples taken inside and outside the work area shall be compared with baseline samples to determine response actions. Elevated results shall require additional engineering controls or improved housekeeping and work practices to ensure no fiber migration outside the work area. If fiber concentrations of any samples outside a containment are greater than previously established baseline levels and not attributable to an outside source as determined by the ASP, a representative portion of these samples will be analyzed via TEM according to NIOSH Method 7402. If TEM results are found to be greater than 0.010 fibers/cc, work shall be halted until the source of fiber release can be identified and corrected.

Area sample results shall be used as clearance samples in glovebag removal work areas in the mechanical room (old boiler room and hallway). Glovebag work areas shall be opened for reoccupancy when the criteria discussed above has been met.

3002.04 Clearance (Containment Areas)

Clearance testing shall be performed by Consultant's ASP or AST in the containment with critical barrier negative pressure control to assure an ACM abatement project has been properly completed and the work area can be reoccupied.

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The following sampling will be performed.

A. Sampling Frequency and Location

Sampling shall be conducted at the conclusion of abatement after the work area has passed final visual inspection. Two to five samples shall be collected inside and one outside the work area. Two cassettes shall also be submitted to the laboratory as field blanks.

B. Sampling Protocol

Before sampling begins, the work area shall be "blown down" with a leaf blower covering all horizontal surfaces.

High-volume pumps (flow rates up to 10 liters per minute) shall be used and a minimum of 1200 liters shall be collected. Sampling filters shall be 25 mm MCE with 0.8-micron pores.

C. Method of Analysis

PCM analysis shall be used according to NIOSH Method 7400.

D. Interpreting the Results

The work area passes the final clearance test if by PCM, all inside samples show filter loadings of less than 0.010 fibers/cc. If samples exceed 0.010 fibers/cc, the AC may elect to have the highest sample analyzed by TEM (at the AC's expense) or the area shall be recleaned and retested.

In the event ACM abatement area does not pass the first clearance, all subsequent PCM clearance tests and any additional oversight shall be at the cost of the AC.

3002.05 Clearance (Noncontainment Areas)

Noncontainment areas are exempt from aggressive clearance testing. Clearance of noncontainment areas is based on nonaggressive area air monitoring during abatement operations. If air sampling results meet the protocol set out in the **Area Air Monitoring** section, the area can be cleared for reoccupancy.

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TECHNICAL SPECIFICATIONS ASBESTOS ABATEMENT

ATTACHMENT A

Asbestos-Containing Materials

A1 – Asbestos Bulk Sample Results, Table 1 (C-97190) A2 – Asbestos Location and Quantity, Table 2 (C-97190)

TECHNICAL SPECIFICATIONS ASBESTOS ABATEMENT

A1 – Asbestos Bulk Sample Results, Table 1 (C-97190)

TABLE 1
Asbestos Bulk Sample Results¹

Sample			Material	Result
Number	Location	Description	Туре	% asbestos
B-1-A	Basement mech. room, SE corner, 14" OD fitting	White mud	TSI	10% Chrysotile
B-1-B	Basement mech. room NE corner, 14" OD fitting		TSI	NA
B-1-C	Basement mech. room at north wall, 14" OD elbow		TSI	NA
B-2-A	Basement mech. room,	Silver wrap/black tar	TSI	ND
B-2-B	south side, 6" OD riser	·	TSI	ND
B-2-C	Basement mech. room, north wall above HWP #3 pump, 12" OD riser		TSI	ND
B-3-A/A	Basement mech. room CHWP #6 pump,	White lag cloth, outer layer	TSI	ND
B-3-A/B	8" OD straight run	White mud, inner layer	TSI	2% Chrysotile
B-3-B/A	Basement mech. room CHWP #5 pump,	White lag cloth, outer layer	TSI	ND
B-3-B/B	8" OD straight run	White mud, inner layer	TSI	NA
B-3-C/A	Basement mech. room standby pump,	White lag cloth, outer layer	TSI	ND
B-3-C/B	8" OD straight run	White mud, inner layer	TSI	NA
B-4-A/A	Basement mech. room above CHWP #6 pump,	White gauze/black tar, outer layer	TSI	10% Chrysotile
B-4-A/B	12" OD "T" valve	Fiberglass, inner layer	TSI	ND
B-4-B/A	Basement mech. room above CHWP #5 pump,	White gauze/black tar, outer layer	TSI	NA
B-4-B/B	12" OD "T" valve	Fiberglass, inner layer	TSI	ND
B-4-C/A	Basement mech. room above standby pump,	White gauze/black tar, outer layer	TSI	NA
B-4-C/B	12" OD "T" valve	Fiberglass, inner layer	TSI	ND
B-5-A/A	Basement mech. room, center,	Black tar, outer layer (painted white)	TSI	10% Chrysotile
B-5-A/B	8" OD elbow	Fiberglass, inner layer	TSI	ND
B-5-B/A	Basement mech. room center east of B-5-A,	Black tar, outer layer (painted white)	TSI	NA
B-5-B/B	8" OD elbow	Fiberglass, inner layer	TSI	ND
B-5-C	Basement mech. room north, 6" OD elbow	Black tar (painted white)	TSI	NA
B-6-A/A	Basement mech. room	Gauze, outer layer	TSI	ND
B-6-A/B	west side on 4" OD	Gray mud, inner layer	TSI	ND
B-6-B/A	elbows (piping has	Gauze, outer layer	TSI	ND
B-6-B/B	B-7 straight runs)	Gray mud, inner layer	TSI	ND
B-6-C		Gray mud	TSI	10% Chrysotile

¹ NPN Environmental. 1997. Asbestos Survey – Farm Credit Bank South Building. C-97190. December.

TABLE 1 (cont.)
Asbestos Bulk Sample Results

Sample Number	Location	Description	Material Type	Result % asbestos
B-7-A	Basement mech, room	Gauze/fiberglass	TSI	ND
B-7-B/A	west side (piping has	Gauze, outer layer	TSI	ND
B-7-B/B	B-6 elbows) on 4" OD	Fiberglass, inner layer	TSI	ND
B-7-C/A	straight run	Gauze, outer layer	TSI	ND
B-7-C/B		Fiberglass, inner layer	TSI	ND
B-8-A	Basement mech, room	White duct tape	TSI	ND
B-8-B	entry hall on air duct,		TSI	ND
B-8-C	2" wide		TSI	ND
B-9-A/A	Penthouse mech. room	White gauze, outer layer	TSI	ND
B-9-A/B	at door on 6" OD	Gray mud, inner layer	TSI	ND
B-9-B/A	fittings	White gauze, outer layer	TSI	ND
B-9-B/B		Gray mud, inner layer	TSI	ND
B-9-C/A		White gauze, outer layer	TSI	ND
B-9-C/B		Gray mud, inner layer	TSI	ND

Notes: ND - None Detected, NA - Not Analyzed

TECHNICAL SPECIFICATIONS ASBESTOS ABATEMENT

A2 – Asbestos Location and Quantity, Table 2 (C-97190)

TABLE 2
Location and Quantity of ACM¹

Sample Number		Location	Description	Cond.	Quantity
B-1	Friable	Basement mech. room 14" OD fitting	White mud	Good	28 ft (28 fittings)
B-3	Friable	Basement mech. room on HWP #3, CHWP #5 & #6, and standby pumps, 8" OD peripheral piping	White mud between lag cloth and fiberglass	Good	40 ft
B-4	Friable	Basement mech. room on piping associated with HWP #3, CHWP #5 & #6, and standby pumps, 12" OD valves	White gauze and black tar over fiberglass	Good	40 ft (20 valves)
B-5	Friable	Basement mech. room, 8" OD elbows	Black tar (painted white)	Fair	45 ft (45 elbows)
		Basement mech. room, 6" OD elbows		Fair	15 ft (15 elbows)
B-6	Friable	Basement mech. room and boiler room 4" OD fittings	Gray mud	Fair	27 ft (27 fittings total) 2 ft poor
				Fair	4 ft (4 fittings total) 2 ft poor
				Fair	2 ft (2 fittings)

Notes: Fittings = 1 ft, valves = 2 ft, elbows = 1 ft

¹ NPN Environmental. 1997. Asbestos Survey – Farm Credit Bank South Building. C-97190. December.

TECHNICAL SPECIFICATIONS ASBESTOS ABATEMENT

ATTACHMENT B

Certificate of Worker's Acknowledgment

	CERTIFICATE OF WORKER	SACKNOWLEDGMENT	
Project Name: Asbestos Abatement: St. Louis Public Library, Basement Mecha Room, 1415 Olive Street, St. Louis, Missouri			anical
AAC'S NAME:			
EMPLOYEE'S N	AME:	Date:	
ASBESTO CANCER. CHANCE T THAT OF	S FIBERS HAS BEEN LIN IF YOU SMOKE AND IN THAT YOU WILL DEVELOP L THE NONSMOKING PUBLIC	BE DANGEROUS. INHALING KED WITH VARIOUS TYPES OF IHALE ASBESTOS FIBERS, THE LUNG CANCER IS GREATER THAN. Public Library for the above project	
		proper respirator and be trained in its	

use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. By signing this certification, you are assuring St. Louis Public Library that your employer has met these obligations to you.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators and informed of the type respirator to be used on the above-referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: I have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Risk factor associated
- Respiratory protection with smoking
- Use of protective equipment
- Negative-pressure systems
- Work practices including hands-on or on-job training
- Personnel decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months. This examination included health history, pulmonary function tests and may have included an evaluation of a chest x-ray. I am certified to wear respiratory protection specified for this project and am physically capable of working at high-heat stress situations.

Signature	Social Security No
Printed Name	Witness

Page 1 of 1 April 2023

BID FORM

Asbestos Abatement Contractor		
Bids are due by <mark>2:00 p.m.</mark> on <mark>T</mark>	uesday, June 6, 2023.	
NOTE: Work to begin o	n August 7, 2023	
Cost Estimate Detail		
	Days to Complete	<u>Cost</u>
Total Cost for Mechanical Room Abatem	ent	\$
In the event St. Louis Public Library elects to add the following unit rates shall be provided.	d or remove items from	the scope of work,
Additional Work Costs		\$
• Pipe Insulation (Fittings 4"-8" diameter) (ea)	\$
 Pipe Insulation (Fittings 10"-14" diameter 	r) (ea)	\$
St. Louis Public Library will award a contract to th	e successful hidder on	a fived-nrice hasis

St. Louis Public Library will award a contract to the successful bidder on a fixed-price basis for the base bid.

ATTACHMENT C

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY

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 bid 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:				

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC

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 agree to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Bidder:	
By (Written Signature):	
Printed Name:	
Tial o	

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC

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 itsown guidanceand 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 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 toprovide 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 annual review.

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

- Section 1. <u>Findings.</u> 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. <u>Diversity Statement.</u> 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. <u>Administration.</u> 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. <u>Actions of Officers Authorized.</u> 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. <u>Annual Review.</u> 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. <u>Severability.</u> 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. <u>Governing Law.</u> This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.
- Section 8. <u>Effective Date.</u> 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:

CONTRACT NUMBER: 23-005020

SAMPLE CONTRACT

This agreement made this 7th day of August 2023, between Board of Directors of The City of St. Louis Municipal Library District, hereinafter called the "The St. Louis Public Library", and XXX, XXXXXXXXXXXXX, Inc., hereinafter called the "Contractor".

The Project: Mechanical Room Removal of Asbestos, Insulate Piping and Equipment

General Description of Work: St. Louis Public Library desires to remove asbestos-containing pipe insulation from the basement mechanical room, which includes the hallway and old boiler room. This material was identified as containing asbestos in an asbestos survey prepared by NPN Environmental in 1997. (See Attachment A for additional information.)

1. Contract Documents

- 1.1 The contract documents for this contract consist of this agreement, and any other exhibits attached hereto, 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.

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 the contract documents". (Attachment A)
- 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 if 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 an amount as stated in Exhibit B, subject to additions, deductions and conditions as stated herein. The St. Louis Public St. Louis Public Library's payment terms are net 30 days.
- 3.2 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.
- 3.3 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 Contractors 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.
- 3.4 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.
- 3.5 In order to take advantage of its sales tax exempt status, 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 fifteen (15) 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 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.

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.
- 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 St. Louis Public Library shall furnish, at Contractor's request, satisfactory evidence of such insurance as the St. Louis Public Library 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. <u>Indemnity</u>

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.

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.

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 architect, 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 Library, proceed to take down and remove from the project all portions of its work, which the 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.
- 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- (2) 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 Contractor.

- 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 excess 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, and architect 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.
- 13.3 When so ordered by the Library, Contractor shall stop any part of the work which 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 **COVID-19**

Both parties acknowledge the ongoing global COVID 19 crisis and accept their obligation to comply with any official guidance. The parties agree to communicate without delay any issues in performing their obligations under this contract.

15. 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.

16. Guarantee

- 16.1 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.
- 16.2 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.
- 16.3 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.

17. Labor Relations

- 17.1 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.
- 17.2 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.
- 17.3 Subcontractors shall comply with this article to the same extent as Contractor. Contractor shall include an express provision imposing such obligations on subcontractors in it 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 comply with the requirements of this Section 16, including fees and costs incurred in enforcing this indemnity.

18. 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.

19. 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 that 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.

20. Equal Opportunity

- 20.1 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.
- 20.2 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.

21. 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.

22. Contract and Interpretation

- 22.1 <u>Inconsistencies and Omissions.</u> 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.
- 22.2 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.
- 22.3 <u>Law and Effect.</u> This agreement shall be governed by the law of the State of Missouri.
- 22.4 <u>Severability and Waiver</u>. 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.

22.5 <u>Attorney's Fees.</u> 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.

22.6 <u>Title</u>. 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.

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.
- 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:

CONTRACT NUMBER: 23-005020

THE ST. LOUIS PUBLIC LIBRARY

St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103. Attention: <u>Jim Slattery, islattery@slpl.org</u> 314-534-6664

CONTRACTOR:

XXX XXXXXXXXX XXXXXXXX, XXX., 2930 XXXXXXX St., St. Louis, MO XXXXX. Attention: XXXX XXXXXXXX@XXXX.COM_314-XXX-XXXX

The following exhibits are attached hereto and made part hereof: Exhibit A

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
Date	Date
ATTEST:	CONTRACTOR:
	By:
Date	Date