

## ATTACHMENT A- SCOPE OF WORK

### SCOPE AND SPECIFICATIONS

#### **Soldan Law Library Renovation**

1. All work on site is to be performed safely in accordance with all OSHA standards. It is the responsibility of this contractor to enforce its safety program.
2. No contractor will be allowed to operate in an unsafe manner. Any designated Saint Louis Public School District Operation Manager and/or Construction Representative shall stop any work activity by contractor employees that presents a serious safety hazard. Any costs incurred as a result of non-compliance will be borne by the contractor. Repeated non-compliance may result in the removal of employees from the project. Continual non-compliance may result in contract termination.
3. The school district has a ZERO tolerance of sexual harassment of its contractors in any form and requires that all contractors avoid all offensive or inappropriate sexually harassing behavior. The school district prohibits the following towards, students, staff and visitors; unwelcome sexual advances; request for sexual favors, verbal or physical conduct of a sexual nature, unwelcomed verbal or physical conduct that creates an intimidating, hostile or offensive environment for the school districts staff, students and visitors. Any person in violation will be immediately removed from the jobsite.
4. This contractor shall submit pre-construction photos to the Saint Louis Public School District Operation Manager and/or Construction Representative prior to any demolition or construction work. The photos should show existing conditions of adjoining construction that might be misconstrued as damage caused by current construction operation.
5. All contractor employees will be required to provide the School District's Construction Representative, a background check that identifies at a minimum, persons under suspicion of, charged with, or convicted of child abuse, or sex offender relate offenses and fingerprinting. Employees whose background reports indicate such activity shall not be allowed on school premises. The cost of securing criminal background checks shall be borne by each respective contractor or subcontractor affected by this specification. **The contractor must furnish this background report to the Construction Representative prior to being admitted to the school premises.**

6. This contractor will be required to submit drug testing results for all employees and subcontractors working onsite within the past six months. This project prohibits the unlawful possession, use or distribution of controlled substances and alcohol and prohibits employees and employees of subcontractors from being under the influence of such controlled substances or alcohol on the jobsite. This contractor shall provide drug testing of its employees and employees of its subcontractors on a pre-employment, post accident or for cause basis. All drug negative testing results will be required before an employee or an employee of a subcontractor can perform any work onsite. The minimum screenings are as follows; **Drug Description;** Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolite, Marijuana Metabolites, Methadone, Methaqualone, Opiates, Phencyclidine (PCP), Propoxyphene, Alcohol.
7. This contractor must abide by the Saint Louis Public School District's discrimination policy for the duration of this project.
8. This contractor will be allowed to place the following maximum percentages of mark-up for profit and overhead for extra work performed; **Labor (10%), Material (10%), Subcontract (5%) and Equipment (5%). Unit rates and hourly rates, if requested, should include the noted percentages as part of the hourly or unit rate.**
9. This contractor must submit for approval a site logistics plan that outline exit paths from the building in case of an emergency, material storage and laydown area, dumpster location, proposed contractor parking, etc.
10. **ALL WORK WILL GENERALLY BE SCHEDULED AFTER SCHOOL HOURS. CONTRACTORS SHOULD CONFIRM THIS INFORMATION PRIOR TO SUBMITTING THEIR BID.**
11. During construction, each contractor must direct all correspondence to the Construction Representative for distribution to the school district.
12. Each Contractor is responsible for reviewing the Project Schedule for timing of delivery of equipment and materials to the jobsites. This includes accounting for material escalation costs associated with material to be installed as well as potential labor rate increases.
13. Consumption of alcohol on this site will not be permitted. The Construction Representative reserves the right to remove anyone from this site for consumption of alcohol.
14. No smoking or tobacco products will be allowed on school property. The Construction Representative reserves the right to remove anyone from this site for smoking on school property. Reference Attachment K for district policy.
15. Firearms are not permitted on the school district's property.

16. The Contractor shall be represented at the site by a competent full-time superintendent/foreman or other person empowered to act on behalf of the contractor from beginning of the work until acceptance unless otherwise instructed by the Saint Louis Public School District Operation Management Team or the Construction Representative.
17. The Contractor shall submit a Daily Manpower Report to the Construction Representative. This report shall include a brief description of the Contractor's activities for the day and a manpower count for both the Contractor and any Sub-subcontractors which highlights sex and race of all workers.
18. Each Contractor shall submit to the Construction Representative each month a requisition for payment on a pre-approved schedule of values. This requisition shall be incorporated into an AIA document G702 and G703 form and is due on the 25th of each month. The pay request shall also include a certified payroll for all workers onsite. The certified payroll must include the worker name, address, sex and race. Also, partial/final lien waivers must be submitted as required.
19. This contractor shall submit for approval a method for identifying their workers working onsite that have been approved by the school district to work onsite. Approved workers include workers that have submitted a complete and approved background check and a negative drug test.
20. This contractor shall provide temporary floor protection of all existing flooring and surrounding surfaces. All dust and debris created by this scope of work shall be cleaned to its original condition by this contractor prior to the school districts acceptance.

## ***Soldan Law Library Renovation***

### **Specific Requirements**

1. Specifications included but are not limited to the following sections;
  - a. Contractor shall review and comply with the District's established Construction Standards. In cases where these standards have not been established, the industry standard or above shall be used.
2. This contractor shall include in its bid all costs for material, labor, and equipment necessary to design, build, and furnish this library renovation
3. work to school district specifications and standards. All designs, as required by the Saint Louis Public School District Operations Managers, Construction Representative and authorities having jurisdiction, must be signed and sealed by a licensed engineer approved for this type of design in the state of Missouri.
4. This contractor is responsible for any and all costs and procurement of permits and city licenses required for this work. This contractor shall coordinate all applicable permit inspections as required for the activities included in this work package.
5. This contractor shall include in its bid all costs for material, labor, and material necessary to provide all layout and field verification for this work.
6. This contractor shall provide final cleaning of all rooms prior to owner acceptance.
7. This contractor shall include in its bid all costs for clean-up, dumpsters and/or containers, haul off, and proper disposal of debris created by this scope of work. All areas should be kept clean on a daily basis. If required, this contractor is responsible for any permits required with the city to provide dumpsters on surrounding streets or school property.
8. All painted surfaces in buildings constructed prior to 1980 should be assumed to contain lead within the paint. In areas where children under the age of 7 congregate, SLPS has developed a Lead Program to properly address lead-based paint concerns. Work within these areas will be handled by specialized contractors in strict compliance with regulatory standards designed to limit exposure to lead dust.

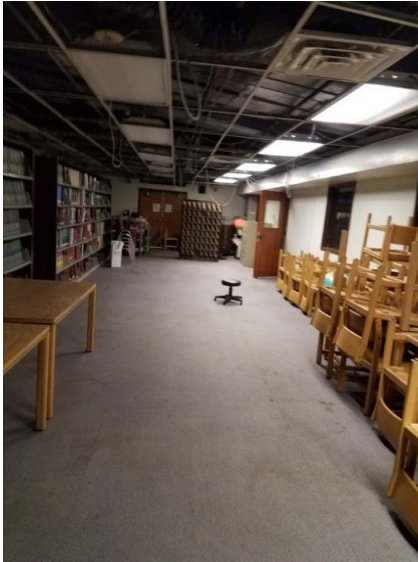
In other areas of the buildings, tradesmen are expected to conduct their craft in accordance with applicable standards to include, but not necessarily limited to, The Occupational Safety and Health Administration (29 CFR 1926.62), The United States Environmental Protection Agency Renovation, Repair and Painting (RRP) Rule, and the Missouri Department of Natural Resources.

SLPS will not consider change orders for compliance with these rules.

If contractors encounter a potential jobsite hazard, they immediately will stop work and notify SLPS or the Construction Representative as appropriate.

9. All quality control testing is the responsibility of the design-build contractor. Testing (soil, concrete, welding etc.) shall be performed by a certified firm.

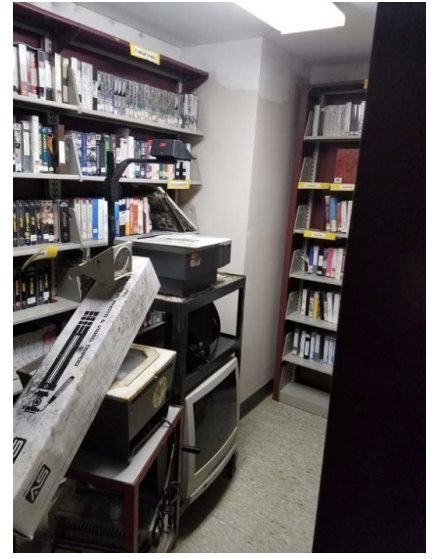
# Soldan Law Library – Room #1



# Soldan Law Library Room #2



# Soldan Law Library- Storage Room





## DETAILED SCOPE OF WORK

### Detailed Scope

- **Base Bid**

- Base bid is intended to remove all furniture, equipment, shelving, books and materials from the Soldan Law Library. The Contractor shall store these materials at an area inside the building. These materials will be held there until the completion of the project when the Contractor shall install them in back into the Law Library in a location designated by the District.
- In the area designated as Room 1: Remove and replace ceiling grid, ceiling tiles, ceiling lights, ceiling life safety, mechanical, and electrical equipment. All equipment shall be returned to its original function. Remove and replace interior drywall per the District's standards and paint a color approved by the District. All electrical outlets, low voltage connections and all other in-wall devices to be replaced at or near their original locations. Remove carpet and prepare sub-surface. Install District's standard VCT in a color to be selected by the District. Replace all floor trim with like materials in a color to be selected by the District.
- In the area designated as Room 2: Remove and replace ceiling, ceiling lights, ceiling life safety, mechanical, and electrical equipment. All equipment shall be returned to its original function. Remove and replace interior drywall per the District's standards and paint a color approved by the District. All electrical outlets, low voltage connections and all other in-wall devices to be replaced at or near their original locations. Remove carpet and prepare sub-surface. Install District's standard VCT in a color to be selected by the District. Replace all floor trim with like materials in a color to be selected by the District.
- In area designated as Storage Room: Remove and replace ceiling, ceiling lights, ceiling life safety, mechanical, and electrical equipment. All equipment shall be returned to its original function. Remove and replace interior drywall per the District's standards and paint a color approved by the District. All electrical outlets, low voltage connections and all other in-wall devices to be replaced at or near their original locations. Remove carpet and prepare sub-surface. Install District's standard VCT in a color to be selected by the District. Replace all floor trim with like materials in a color to be selected by the District.
- In all areas, Contractor shall repair/refinish/repaint all doors, door frames window, window frames and hardware as directed by the District.
- **Alternate 1**
- Install District standard carpet tiles flooring in lieu of VCT. The color will be selected by the District.

These documents serve as a project description and performance requirements for the work. The documents are not exhaustive and include delegated design in order to meet the full intent of the improvements and provide the Owner with complete and functioning facilities. It is highly recommended that Contractors visit the job site to gain a clearer understanding of the project.

**Note: Work to be completed on 2<sup>nd</sup> shift when school is in session and 1<sup>st</sup> shift when school is closed during winter and summer breaks.**

END OF SPECIFICATION

**ATTACHMENT B**  
**COST / PRICING PROPOSAL**

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Purchasing Office of the St. Louis Public Schools,  
Second Floor – Cashier’s Window  
801 North 11th Street St. Louis, Missouri 63101

Subject: Saint Louis Public Schools  
RFP Title – **Soldan Law Library Renovation PS #43– 1213**

**Design-Build Contractor**

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

In the event electrical load calculations and/or drawings are required to correctly complete these projects, the Design-Build contractor shall have available a licensed Electrical Engineer capable of providing the necessary technical expertise to advise and provide the guidance and construction documents (in necessary) in order to fully

Execute this project. **The cost of this service shall be included in the Design-Builder proposal.**

**Proposed Engineer:**

Company Name: \_\_\_\_\_ Discipline: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. The Undersigned Bidder offers and agrees, if this Proposal is accepted, to enter into an Agreement with the Saint Louis Public School District in the form included in the Contract Documents and to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the Contract Documents.

2. BIDDER has examined and is familiarized with the Instructions to Bidders, all of the other Bidding Documents, and all of the Contract Documents; Bidder has examined the actual site and locality where the Work is to be performed; Bidder has familiarized themselves with the legal requirements (federal, state, and local laws, ordinances, rules, and regulations); Bidder has made independent investigations as they deem necessary; and Bidder has satisfied themselves as to all conditions affecting cost, progress, or performance of the scope of work outlined in this RFP.
3. BIDDER accepts all of the terms and conditions as outlined in this RFP.
4. BIDDER agrees to perform the work in the time specified and accepts the provisions of and assessment of liquidated damages as defined in the General Conditions of the Contract for Construction
  - a) Contract Period – The Contractor shall complete all work required as specified in Attachment B.
  - b) If the reason for any delay in the commencement or progress of the Work is not attributed to any of the causes listed in the General Conditions, then the Design-Builder and his Surety shall be liable for and shall pay to the Owner the sum of **\$1,000 for each calendar day** of delay as liquidated damages. The liquidated damages shall be paid for each day of delay until the Contract Work is Substantially Complete as defined herein.
5. BIDDER upon acceptance of this bid will execute the Agreement and will furnish the required Contract security and insurance certificates within 5 days after the award of the Contract.
6. BIDDER agrees to furnish all labor, materials, supplies, equipment, services, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Contract Documents for this RFP for the lump sum price as noted in the “Base Bid Proposal” section.
7. Bidders should be advised that, prior to award of any contract, the Saint Louis Public School District reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.
8. Bidder agrees to indemnify the Board of Education, Operations Department, Construction Representatives and its Project Managers from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against the Board of Education by reason of any act or omission of the Bidder.
9. Bidder agrees that in all required bonds, the bidder shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.
10. Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.

11. Bidder agrees that accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the contractor and each subcontractor, for a period of one (1) year following the issuance of final payment for the subject work.
12. Bidder will forfeit a penalty to the St. Louis Public Schools of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the contractor or by any subcontractor.
13. Bidder and all subcontractors to the contract must require all on-site employees to complete the ten- hour safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
14. Bidder will forfeit a penalty to the St. Louis Public Schools of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, if such employee is employed without the required training.
15. Bidder agrees that during periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residences of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) (see Excessive Unemployment section), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, if so certified by the contractor and approved by the contracting officer.
16. Bidder agrees that every transit employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

## **ACKNOWLEDGEMENT**

In response to the Advertisement for Bidders and in accordance with the accompanying Bidding Documents therein listed, the undersigned, upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, supervision, safety, technical services, taxes, insurance, overhead, profit, bonds and to pay all permit costs and fees necessary or required, and to supply the operations necessary and incidental to perform the Contract work in accordance with the provisions of the above referenced documents in a safe, timely and workmanlike manner for the Lump Sum Price(s) as stated below:

### **A. ADDENDA**

Addenda to the Bidding Documents are included in the above Base Bid Proposal, and receipt thereof is acknowledged as follows:

Addendum No : \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No : \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No : \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No : \_\_\_\_\_

Date: \_\_\_\_\_

**B. BASE BID PROPOSAL**

**The following describes our cost/pricing proposal to provide services specified in this RFP for Soldan Law Library Renovation**

**Base Bid Amount \$**

**(In dollars and in words,)**

- 1. Brief Explanation of the Services to be provided under the above cost/pricing proposal.**

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**Alternate 1 Carpet Squares** \$ \_\_\_\_\_ ( \_\_\_\_\_ )

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Name**

**C. PERFORMANCE BOND**

Performance Bonds and Labor and Material Payment Bonds will be required for the proposed Contract work described in the above Bid Category. The amount included in the Base Bid Amount above is:

\$ \_\_\_\_\_

\_\_\_\_\_  
**Performance and payment bonds will be required on or before the date of contract execution.**























