## ST. CHARLES CITY-COUNTY LIBRARY DISTRICT Request for Proposals

Retro-Commissioning for the Spencer Road Branch 427 Spencer Road, St. Peters, MO 63376

September 4, 2024

## **REQUEST FOR PROPOSALS**

## Retro-Commissioning for the Spencer Road Branch September 4, 2024

The St. Charles City-County Library is requesting proposals from a qualified provider, to establish a contract to provide Retro-Commissioning (RCx) for the Spencer Road Branch located at 427 Spencer Road, St Peters, Missouri, 63376. The service provider must be reputable and capable of furnishing required materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, labor, and supervision necessary to deliver engineering services, programing and controls, HVAC implementation, verification, and utility incentive support. The intent in soliciting proposals is to obtain a quality and qualified contractor and to allow for a competitive process of quoting RCx services.

To be considered as responsive, proposers must respond to this solicitation in accordance with the requirements, specifications, terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful proposer will satisfy all of the objectives in the most cost-effective and efficient way possible as outlined in this document.

The Proposal must be received no later than 3:00 p.m. on Thursday, October 24, 2024 by:

Ms. Tauquincy Logan, Facilities and Logistics Manager St. Charles City-County Library District 77 Boone Hills Drive St. Peters, Missouri 63376

To preserve the integrity of the selection process, questions regarding this Request for Proposals should only be directed to Ms. Logan. If you have any questions, please contact Ms. Logan at tlogan@stchlibrary.org prior to 3:00 p.m. on Wednesday, September 25, 2024.

## ST. CHARLES CITY-COUNTY LIBRARY DISTRICT

## Request for Proposals Retro-Commissioning for the Spencer Road Branch

## PROPOSAL SCHEDULE

RFP Issue Date:	Wednesday, September 4, 2024
Description:	The St. Charles City-County Library District (the "Library") requests the submission of proposals from qualified firms to provide Retro-Commissioning for the Spencer Road Branch.
Website address:	https://stchlibrary.org/bids-and-rfps
Proposal Delivery Address: (by mail or hand delivered)	St. Charles City-County Library District Ms. Tauquincy Logan, Facilities & Logistics Manager 77 Boone Hills Drive St. Peters, MO 63376 Proposals delivered to the Library's Administrative Office should be placed in the package drop box located on the building's delivery dock
RFP Administrator:	Ms. Chris Donnelly, Purchasing & Building Project Manager 636-441-2300 x1564 cdonnelly@stchlibrary.org
	TIMETABLE
RFP Issue Date:	Wednesday, September 4, 2024
Written Questions Due:	Wednesday, September 25, 2024 by 3:00 pm Email questions to: Tauquincy Logan at tlogan@stchlibrary.org
Response to Written Questions by Addendum	Thursday, October 10, 2024 by 3:00 pm Addendum available at <a href="https://stchlibrary.org/bids-and-rfps">https://stchlibrary.org/bids-and-rfps</a>
Proposals Due:	Thursday, October 24, 2024 by 3:00 pm CT
Possible Presentations/Interviews:	Week of November 4-8, 2024
Notice of Award:	Wednesday, November 20, 2024
I .	ASAP

## **BACKGROUND**

The Library is a political subdivision of the State of Missouri. The Board of Trustees ("Board of Trustees") of the Library is a body corporate with all the powers and rights of like or similar corporations serving more than 405,000 residents.

All management and control of the Library is vested in a Board of Trustees consisting of nine Trustees appointed by the County Executive of St. Charles County or Mayor of the City of St. Charles. The Trustees serve staggered three-year terms.

The Board of Trustees appoints a qualified librarian who holds that office at the Board of Trustees' pleasure as the chief executive officer ("CEO") of the Library.

As a condition to the contract award, the selected firm is required to enter into a contract with the Library substantially in the form of a Professional Services Agreement, attached hereto as <a href="Attachment B">Attachment B</a>, and made a part hereof.

## SCOPE OF SERVICES

## **Scope of Services**

- Complete the utility RCx Application and obtain pre-approval.
- Gather and review information on the facility's HVAC, BAS, and occupancy patterns.
- Collect and analyze utility data for performance metrics, usage profiles and anomalies.
- Set up remote access to the BAS where possible.
- Review BAS setpoints and trend data remotely and on-site as needed.
- Facilitate creation of new trends as needed in cooperation with building maintenance staff and HVAC maintenance vendor.
- Conduct on-site investigation of building systems and spaces.
- Interview facility staff to gain knowledge of the facility's operations, challenges, and opportunities.
- Develop energy efficiency measures (EEMs) with scope, cost, and savings quantified.
- Support the customer in evaluating measures for implementation.
- Meet with the utility company to review the implementation scope and submit for approval to move forward with implementation.
- Implement all approved measures.
- Provide technical support and monitoring during implementation.
- Verify improvements are completed according to scope and adjust calculations as needed to reflect any deviations from scope.
- Submit all paperwork needed to finalize the project with the utility company.

## **Qualifications and Pricing**

The St. Charles City-County Library will evaluate each proposal submitted based on the following criteria. After review of the written proposals, the St. Charles City-County Library may invite up to two proposers for an in-person presentation to discuss their proposal and get any necessary clarifications.

## **Company Profile**

- Office locations serving the Ameren Missouri service territory
- Organizational chart
- Description of Retro-Commissioning services
- Years in business
- Recognition/awards
- Experience in supporting state or utility energy efficiency/ demand response programs.
- Indicate whether your organization is an Ameren Missouri Bizsavers RCx Provider.
- Indicate whether your organization holds any Certifications related to Technical Retro-Commissioning.

## **Project Experience**

- Provide Project Summaries for three (3) Retro-Commissioning facilities projects completed in the last five years.
- Include information on the relevance of each project to the scope of services to be performed on this Retro-Commissioning program.
- Include information on the factors that made each project a success story.

## **Individual Experience**

- Provide resumes for those individuals that will be utilized by your firm in support of this
  program.
- Include information on specific training, certification, and awards obtained by each individual.
- Indicate the role that each individual will serve in support of this program.
- Identify the lead staff member in your organization that will be responsible for modifying the existing Delta Controls system and the number of years of experience that person has working on Delta Controls.

## **Technical Approach**

- Describe your firm's technical approach/methodology for identifying, implementing, and verifying Retro-Commissioning energy savings opportunities in large facilities.
- Describe your firm's technical approach/ methodology for achieving persistent savings in large facilities as a long-term impact of the Retro-Commissioning process.

## Innovation

• Include information on innovative approaches, survey methodology, or technology that you believe could be utilized to maximize the effectiveness of this program.

## Price

- Include the cost of the Retro-Commissioning study for the facility.
- Include the estimated annual energy cost savings as a percentage of annual energy cost.
- Note tax exempt status: All materials purchased for use on the Spencer Road Branch Library property under this contract will be tax exempt from any sales tax.

## See Attachment A

- Mechanical Plans
- Utility Data

## PROPOSAL REQUIREMENTS

## 1. REQUIREMENTS

- (a) The Proposal must arrive not later than 3:00 p.m. on Thursday, October 24, 2024. No Proposal will be accepted after this time and any Proposal arriving after this time will be returned unopened.
- (b) The Proposal must be addressed as follows and delivered to the following address:

St. Charles City-County Library District
Ms. Tauquincy Logan, Facilities & Logistics Manager
77 Boone Hills Drive
St. Peters, MO 63376

Note: Proposals delivered to the Library's Administrative Office should be placed in the package drop box located on the building's delivery dock

(c) The Proposal must bear the following legend:

## **Retro-Commissioning for the Spencer Road Branch RFP**

- (d) Each Proposer must submit three (3) Proposals: (2) complete and bound copies of each Proposal and one (1) unbound original, with original signatures.
- (e) Any Proposer desiring an explanation or interpretation of the Request for Proposals must request it in writing, directed only to Tauquincy Logan at <a href="mailto:tlogan@stchlibrary.org">tlogan@stchlibrary.org</a> not later than 3:00 p.m. Wednesday, September 25, 2024. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a Proposer concerning a solicitation will be furnished promptly to all other Proposers as an amendment of the Request for Proposals, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Proposers.
- (f) If this Request for Proposals is amended, then all terms and conditions, which are not modified, remain unchanged. Proposers shall acknowledge receipt of any amendments to this solicitation by: (i) signing and returning the amendment; and (ii) identifying the amendment number and date in the space provided for this purpose. The Library must receive the acknowledgement by the time specified for receipt of Proposals.
- (g) No Proposal shall be withdrawn for a period of 90 days subsequent to the opening of the Proposals without prior written consent of the Library.

2. COVER LETTER

(a) Must indicate that the signer is authorized to bind the Proposer contractually and must identify the title or position of the signer. The letter shall also contain the following:

- (i) The name of the Proposer, and address and telephone number.
- (ii) A statement that the Proposer is willing and able to perform the services required for a successful engagement.
- (iii) The name of the individual within the Proposer, who will be the primary contact concerning this engagement.
- (iv) A statement that the Proposer is submitting a Proposal for Retro-Commissioning for the Spencer Road Branch.
- (b) An unsigned submission shall be rejected.
- 3. **PROPOSAL CONTENT** The Request for Proposals will be used to measure the qualifications of the proposing firms. The Proposal shall contain the following information at a minimum:
  - (a) <u>General Information About the Firm</u>. Please provide a brief description of the firm, including the financial strength of the proposing firm.
  - (b) <u>Qualifications</u>. The Proposal must clearly identify the firm's qualifications, competence and relevant experience in providing the Scope of Services described in this Request for Proposals. This should include demonstrations of ability to perform projects comparable in design, scope and complexity.
  - (c) <u>Personnel</u>. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the firm. Identify the individuals proposed to serve the Library; specify their capacity and roles; and include a brief resume for each, including the qualifications of the individuals to manage the Project. When giving an oral presentation, only those individuals listed will be invited to participate.
  - (d) Proposer's Project Preliminary Management Plan. Please provide your proposed management plan for the Project. This plan shall be considered preliminary. Once hired, the successful Construction Manager will work with the Library to refine the Construction Manager's project management plan to best suit the Library's needs. For the purposes of the proposal, the Preliminary Management Plan shall demonstrate the proposing Construction Manager's Anticipated staffing (including staff shared among projects), trailer/office locations and overall methodology to managing the projects, including allocation of resources.

- (e) <u>References</u>. Please include references from owners for whom construction management services have been performed. Proposals should include the name, title, organization and telephone number for no more than five references for which your firm has provided similar services.
- (f) <u>Compliance</u>. The Proposal must demonstrate the firm's good faith efforts to achieve compliance with federal, state and local affirmative action requirements.
- (g) <u>Systems</u>. Proposals should include demonstration of successful management systems which have been employed for the purposes of estimating, scheduling and cost controls.
- (h) <u>Conflict of Interest</u>. If your firm believes that a conflict of interest may arise, describe the nature of the conflict and the proposed resolution of the conflict. Further, please describe whether the firm or any of its employees has any interests or relationships which might conflict with or compromise the expectations of the Library in providing the services set forth in this Request for Proposals.
- (i) <u>Financial Interest</u>. Please disclose any professional or personal financial interest which could be a possible conflict of interest in representing the Library.
- (j) <u>Fees</u>. Discuss the manner and rate at which the Proposer expects to be compensated for the services described in the Scope of Services.
- (k) Other Factors. Discuss any other factors which your firm believes should be considered by the Library.

## **SELECTION PROCEDURES**

- 1. Proposals will be reviewed by a Selection Committee on behalf of the Library composed of representatives of the Library named by the Director.
- 2. The Proposal will be used to measure the qualifications of the Proposers and to measure the Proposer's understanding of the Scope of Services required and its prior experience.
- 3. Upon receipt of Proposals, the Selection Committee will complete a review of all qualifications to establish responsiveness to this Request for Proposals according to the submission of required documents on the part of the Proposer.
- 4. Upon establishment of responsiveness, the Selection Committee will thoroughly review and rate each Proposer's Proposal based on the Evaluation Factors.
- 5. Services will be provided by the firm with the lowest and best proposal based on consideration of the Evaluation Factors.
- 6. Proposers may be asked to make a presentation to the Selection Committee.
- 7. The Selection Committee will make a recommendation to the Director who will make a recommendation to the Board of Trustees.
- 8. The Selection Committee may terminate the selection process at any time and reject any and all Proposals.

## **EVALUATION CRITERIA**

Proposals will be evaluated using the following criteria:

- 1. Fees for overhead and profit, including the manner and rate at which the Proposer expects to be compensated for each of the phases described in the Scope of Services;
- 2. Reimbursable costs for reimbursable items;
- 3. Qualifications and experience of the Proposer;
- 4. Demonstrations of Proposer's ability to perform projects comparable in design, scope, and complexity to the Project;
- 5. Demonstration of good faith efforts to achieve compliance with federal, state, and local affirmative action requirements;
- 6. References from owners for whom Retro-Commissioning services have been performed;
- 7. Financial strength of Proposer;
- 8. Qualifications of Proposer personnel who will manage the Project;
- 9. Demonstration of successful management systems which Proposer has employed for the purposes of estimating, scheduling, and controlling costs; and
- 10. References from owners for whom construction management services have been performed.

## **AWARD**

- 1. The right is reserved by the Board of Trustees to cancel the Request for Proposals or reject in whole or in part for good cause any and all Proposals when in the best interests of the Library and to waive any irregularity or informality with respect to any Proposals.
- 2. The Library reserves the right to split awards, make multiple awards and to reject any and all Proposals.
- 3. Awards will be made by the Board of Trustees to the Proposer with the best Proposal in accordance with the Selection Procedures and Evaluation Criteria.
- 4. All Proposers will be notified of the Library's selections as soon as possible.
- 5. The successful Proposer will be issued a Notice of Award. Within 10 business days, such Proposer shall provide the following minimum documentation:
  - (a) Proof of the appropriate insurance coverage:
    - (i) General Liability Commercial general liability insurance must include bodily injury and property damage liability, independent contractor's liability, and contractual liability.
      - a. \$1,000,000 each occurance/\$1,000,000 general aggregate
    - (ii) Worker's Compensation and Employee Liability Missouri statutory amount (mandatory)
    - (iii) Auto
      - a. \$1,000,000 combined single limits
    - (iv) Professional Liability—\$1,000,000
    - (v) Additional Endorsement: Additional Named Insured:

St.	Charles	City-County	Library	District
77	Boo	one	Hills	Drive
Saint	P	eters,	MO	63376

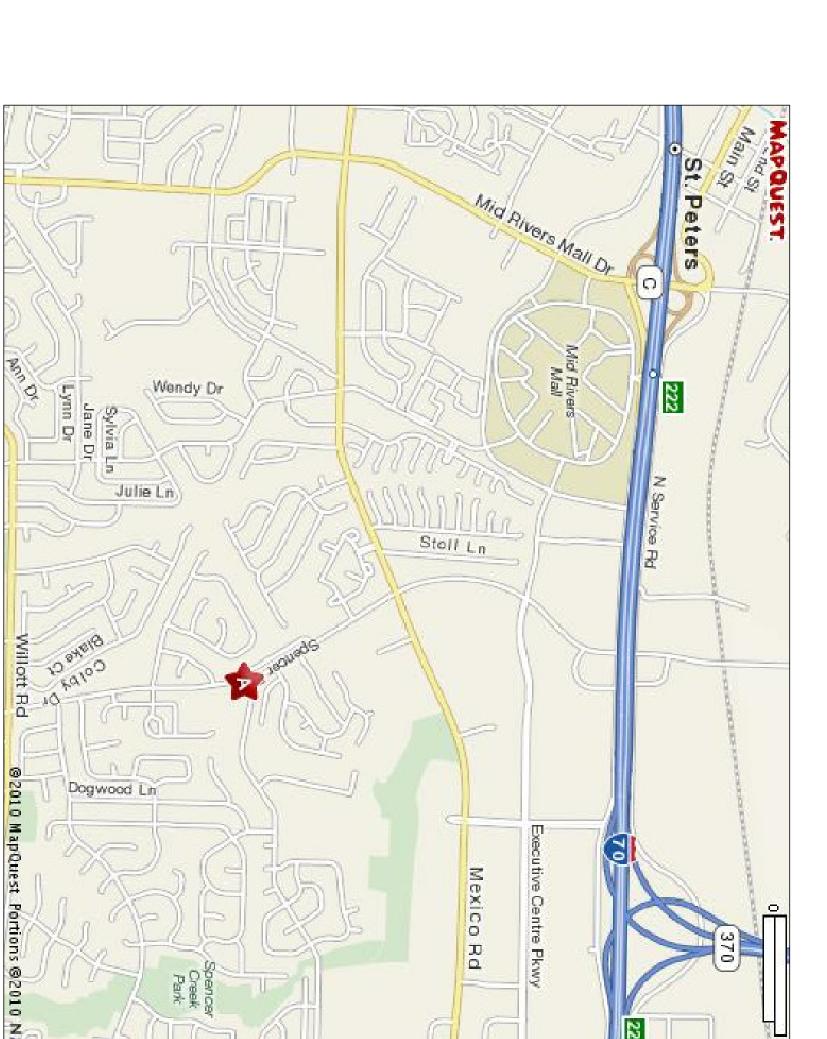
Vendors and Contractors shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.

- (b) Federal Taxpayer Identification Number.
- (c) Evidence that the Proposer is authorized to do business in Missouri.
- (d) Evidence that the Proposer is a licensed professional in the State of Missouri in good standing.

6. All Proposers on Library contracts for services in excess of \$5,000 must provide the Library with documentation and a sworn affidavit, with respect to employees working in connection with the contracted services, affirming enrollment in a Federal Work Authorization Program ("FWAP"). The affidavit shall also provide that the Proposer does not knowingly employ any person in connection with the contracted services who is an unauthorized alien. Such affidavits must be provided with a bid or response to a request for proposal. Subcontractors must provide similar affidavits to its general contractors when the general contractor hires the subcontractor. A contractor or subcontractor is not required to perform an electronic verification check on employees hired before January 1, 2009.

## Attachment A

Mechanical Plans
Utility Data



APPLICABLE CODES

2003 INTERNATIONAL MECHANICAL CODE

2003 INTERNATIONAL BUILDING CODE

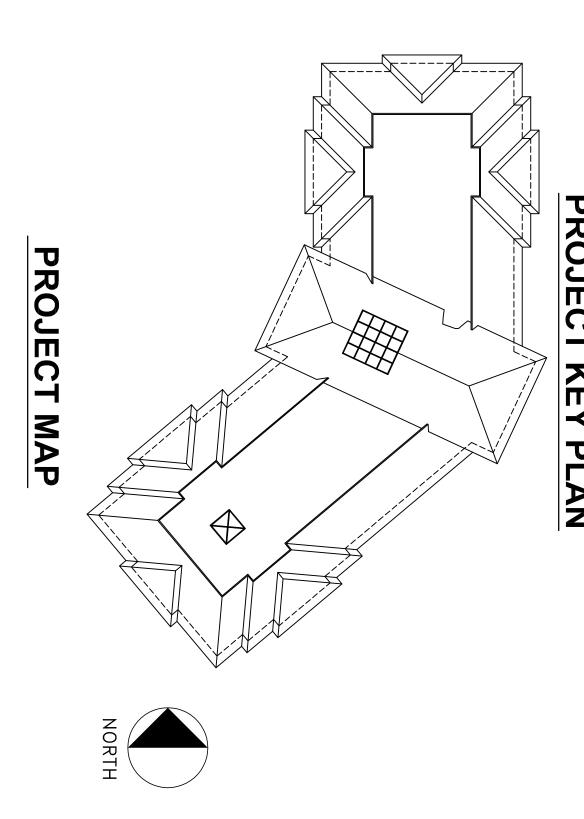
PEOPLE LOAD: 250 BTUH SENSIBLE 200 BTUH LATENT INTERNAL HEAT GAIN ASSUMPTIONS LIGHTING LOAD: 1.3 WATTS/SF<sup>2</sup>

MISCELLANEOUS LOAD:

0.5 WATTS/SF<sup>2</sup>

DESIGN TEMPERATURES
COOLING: 75°F AT 95°DB/76°WB OUTDOOR
HEATING: 72°F AT 0°F OUTDOOR
THERMOSTAT ACCURACY: ±2°F

DESIGN CRITERIA



	DRAWING SCHEDULE
# DWG	DESCRIPTION
M0-1	COVER SHEET
M0-2	SYMBOLS, ABBREVIATIONS AND GENERAL NOTES
M1-1	HVAC MAIN FLOOR PLAN
M1-2	HVAC SECOND FLOOR PLAN
M1-3	HVAC ROOF PLAN
M2-1	MAIN FLOOR REFRIGERANT AND CONDENSATE PIPING
M2-2	SECOND FLOOR REFRIGERANT AND CONDENSATE PIPING
M3-1	SCHEDULES
M4-1	DETAILS

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ST. CHARLES CITY-COUNTY LIBRARY DISTRICT SPENCER BRANCH

427 Spencer Road St. Peters, MO 63376



# MECHANICAL NOTES

- THESE DOCUMENTS PERTAIN TO THE INSTALLATION OF THE MECHANICAL HVAC SYSTEMS ONLY. THESE DOCUMENTS ARE INTENDED TO PROVIDE ALL DRAWINGS, NOTATION, DETAILS, AND SCHEDULES NECESSARY FOR THE INSTALLATION OF A COMPLETE HVAC SYSTEM. THESE DOCUMENTS ARE PREPARED TO EXCLUDE ALL WORK NOT SPECIFICALLY INCLUDED IN THE SET. IN GENERAL, WIEGMANN ASSOCIATES INC. (WAI) SCOPE OF WORK IS LIMITED TO THE INSTALLATION OF PIPING, DUCTWORK, TEMPERATURE CONTROL, AND THE INCIDENTALS AND ACCESSORIES DIRECTLY RELATED TO THESE COMPONENTS.
- WAI SPECIFICALLY EXCLUDES THE RESPONSIBILITY OF DESIGN, PROCUREMENT, PURCHASING, AND INSTALLATION C THE FOLLOWING: ELECTRICAL POWER (EXCEPT TEMPERATURE CONTROL BY WAI), ROOFING SYSTEMS, BUILDING STRUCTURE, BUILDING ENVELOPE, PLUMBING SYSTEMS, HOISTWAY VENTING, SMOKE CONTROL, AND MONITORING (OF ANY SYSTEM OTHER THAN HVAC BY WAI), UNLESS SPECIFICALLY NOTED AND DETAILED IN THIS DOCUMENT SET.
- EQUIPMENT AND DEVICE LOCATIONS (UNLESS DIMENSIONED) ARE APPROXIMATE AND NOT INTENDED TO BE SCALED FROM DRAWINGS. ALL EQUIPMENT AND DEVICE LOCATIONS TO BE IDENTIFIED BY WAI AND COORDINATED BY THE GENERAL CONTRACTOR (GC) / CONSTRUCTION MANAGER (CM) FOR CONFLICTS WITH OTHER BUILDING SYSTEMS. ALL CONFLICTS AND CONCERNS ARE TO BE REFERRED TO THE WAI ENGINEERING DEPARTMENT.

1. DUCTWORK TO BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SMACNA STANDARDS, CURRENT EDITION

- DUCTWORK CONSTRUCTION AND INSTALLATION TO BE IN COMPLIANCE WITH INTERNATIONAL MECHANICAL CODE (EDITION NOTED UNDER DESIGN CRITERIA ON M0-1).
- DUCTWORK INSTALLED IS NOT REQUIRED TO BE SEISMIC ALLY BRACED UNLESS SPECIFICALLY NOTED IN THIS DOCUMENT SET.

IF LINED (AS DESIGNATED BY SHADED FILL) DUCT LINER IS TO BE  $rac{1}{2}$ " THICK 2# DENSITY, UNLESS NOTED OTHERWISE

- 11. ALL HARD ROUND LOW VELOCITY SUPPLY AIR DUCTWORK TO DIFFUSERS TO BE RIGID ROUND GALVANIZED DUCTWORK MINIMUM OF 26 GAUGE. 10. EXHAUST AIR FLEXIBLE DUCTWORK SHALL BE 'THERAFLEX' "S-LD" NON-INSULATED FLEXIBLE DUCTWORK
- FIRE DAMPERS SHALL BE INSTALLED PER "SMACNA" 15D FIRE DAMPER GUIDE OR APPROVED "U.L." INSTALLATION INSTRUCTIONS AND THE INTERNATIONAL MECHANICAL CODE (EDITION NOTED UNDER DESIGN CRITERIA ON M0-1) SECTION 607. FIRE DAMPERS SHALL BE LABELED FOR INSTALLATION IN DYNAMIC SYSTEMS AND COMPLY TO ALL REQUIREMENTS IN UL555.

PIPING

- CONDENSATE PIPING TO BE SCHEDULE 40 PVC. ALL FITTINGS TO BE SCHEDULE 40 PVC. ALL EXTERIOR PVC SHALL BE PAINTED BY OTHERS FOR UV PROTECTION. IF CONDENSATE DRAIN IS LOCATED IN RETURN AIR PLENUM THEN TYPE "M" COPPER PIPE TO BE USED. UNLESS INSULATED REFER TO DETAIL.
- 2. GAS PIPING TO BE SCHEDULE 40 BLACK (STEEL) FOR SIZES  $2\frac{1}{2}$ " AND LARGER TO BE PLAIN ENDS AND JOINED BY WELDING. FOR SIZES 2" AND SMALLER TO BE NPT 'THREADED & SCREWED' ENDS AND FITTINGS.
- CONDESATE DRAIN LINES SHALL BE INSULATED WITH  $rac{1}{2}$ " RUBATEX CLOSED CELL FLEXIBLE INSULATION OR EQUAL

- a. ALUMINUM JACKETS 0.02" THICK; SMOOTH FINISH.
- UNLESS NOTED OTHERWISE, EQUIPMENT STARTERS, SERVICE DISCONNECTS, FUSING, POWER FEEDERS, CONTROL SYSTEMS BRANCH, CIRCUIT POWER, AND INTERFACE WIRING TO BUILDING FIRE ALARM SYSTEMS ARE PROVIDED BY THE ELECTRICAL CONTRACTOR.
- SMOKE DETECTORS & AUDIO VISUAL ALARMS, IF REQUIRED, ARE SUPPLIED AND INSTALLED BY THE ELECTRICAL CONTRACTOR (UNLESS NOTED OTHERWISE ON MECHANICAL SCHEDULES AS FACTORY INSTALLED).

INTERIOR APPLICATIONS:

2. EXTERIOR APPLICATIONS:

b. PVC JACKETS - ONE PIECE, PRE MOLDED TYPE.

- - ELECTRICAL/TEMPERATURE CONTROLS

- GENERAL THERMOSTAT & SENSOR LOCATIONS ARE SHOWN ON DRAWINGS. LOCATE DEVICES ADJACENT TO AND AT THE SAME HEIGHT AS THE RESPECTIVE ROOM LIGHT SWITCHES. MAINTAIN MINIMUM OF 6" AIR SPACE BETWEEN ALL THERMOSTATS FROM ELECTRICAL SWITCHES. TEMPERATURE AND PROCESS CONTROL WIRING WILL BE INSTALLED IN ACCORDANCE WITH LOW VOLTAGE, CLASS 2 GUIDELINES USING CABLE APPROVED FOR USE IN PLENUM APPLICATIONS, IN ACCORDANCE WITH NEC VERSION 1999

# **ABBREVIATIONS**

WPD	VAV	TOT	THR	Į Ę	SEN	SC	SA	RTU	B R	ס נ	OA	NTS		<u> </u>	MUA	LWT	X	Ä B	GPM	GLP	FTU	п - В	ח כ		EWT	EWH	EUH	П П Н 0	<b>Т</b>	ΕA	DEF	CWS	CWR	CRAC	CS Z	CH CUH	2	CFM	BTUH	BOP	BOD	B B	AS		AHU	AFF
WET BULB (°F) WATER PRESSURE DROP,(FT) OF WATER	VARIABLE AIR VOLUME TERMINAL UNIT	TOTAL NET COOLING AND HEATING CAPACITY, BTU/	TOTAL HEAT OF REJECTION, BTU/ HR	TOILET EXHAUST FAN	SENSIBLE COOLING CAPACITY, BTU/ HR	SHADING COEFFICIENT	SUPPLY AIR	ROOF TOP UNIT (PACKAGED)	RELOXN AIX	PUMP	OUTSIDE AIR	NOT TO SCALE	NORMALLY OPEN	NORMALLY CLOSED		LEAVING WATER TEMPERATURE, (F°)	TOTAL LINIT POWER INPUT KW	HEAD (FT)	WATER FLOW, GALLONS PER MINUTE	GAS LOAD PANEL	FAN TERMINAL UNIT	FEET DER MINISTE	FINIMED FI OOR	FAN COIL ONI	ENTERING WATER TEMPERATURE (°F)	ELECTRIC WALL HEATER	ELECTRIC UNIT HEATER	EXPANSION TANX	EXHAUST FAN	ENTERING AIR TEMPERATURE,(F°) (DB/WB)	DRYER EXHAUST FAN	CHILLED WATER SUPPLY	CHILLED WATER RETURN	COMPUTER ROOM AIR CONDITIONER	CONDENSER WATER SUPPLY	CABINET UNIT HEATER	CONDENSING UNIT	CUBIC FEET PER MINUTE	BRITISH THERMAL UNIT (PER HOUR)	BOTTOM OF PIPE	BOTTOM OF DUCT	BOILER	Н,	ACCESS PANEL	AIR HANDLING UNIT	ABOVE FINISHED FLOOR

# **SYMBOLS**

## SUPPLY AIR DOWN DUCT RISE (R) OR DROP (D) IN DIRECTION OF ARROW LINED DUCTWORK EXHAUST AIR UP RECT. TO ROUND TRANSITION ROUND ELBOW RECTANGULAR ELBOW W/ TURNING VANES EXHAUST AIR DOWN RETURN AIR UP RETURN AIR DOWN RECTANGULAR ELBOW SD FSD ' FSD 45° SHOE TAP BELLMOUTH FITTING SMOKE DAMPER (HORIZONTAL MOUNT) SMOKE DAMPER (VERTICAL MOUNT) FIRE SMOKE DAMPER (HORIZONTAL MOUNT) FIRE DAMPER (HORIZONTAL MOUNT) FIRE DAMPER (VERTICAL MOUNT) MOTORIZED DAMPER

DRAIN PIPING
CONDENSATE DRAIN ABOVE FLOOR/GRADE
CONDENSATE DRAIN BELOW FLOOR/GRADE
CONDENSER WATER SUPPLY
CONDENSER WATER RETURN
DOMESTIC COLD WATER SUPPLY
DOMESTIC HOT WATER SUPPLY

RETURN DIFFUSER

EXHAUST DIFFUSER

SUPPLY DIFFUSER

TEMPERATURE SENSOR

ROUND ELBOW W/ TURNING VANES

SPIN-IN FITTING WITH DAMPER (SIDE OF DUCT)

VENT
PIPE UP
PIPE DOWN
FLOW DIRECTION

HOT WATER SUPPLY
HOT WATER RETURN
MAKEUP WATER
SANITARY DRAIN ABOVE FLOOR/GRADE
STORM DRAIN ABOVE FLOOR/GRADE
STORM DRAIN ABOVE FLOOR/GRADE

HEAT PUMP WATER SUPPLY HEAT PUMP WATER RETURN

SMOKE DETECTOR

BUILDING PRESSURE SENSOR

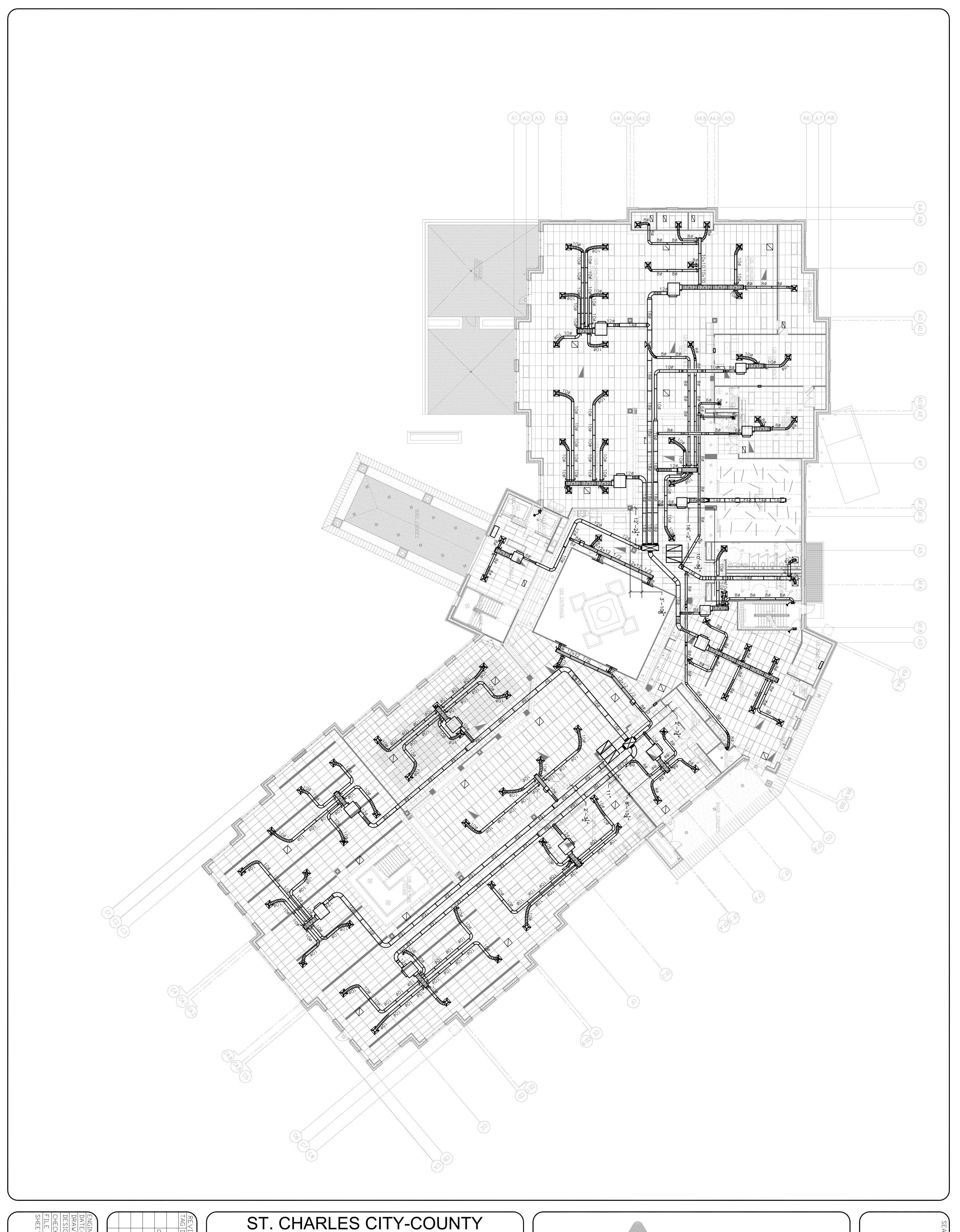
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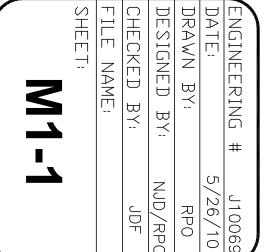
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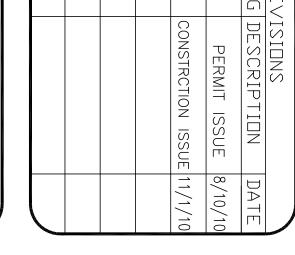
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427 Spencer Road
St. Peters, MO 63376

MECHANICAL CONTRACTORS AND ENGINEERS	Fax (636)940-8808
ANY REPRODUCTION OR UNAUTHORIZED US THIS WITHOUT THE EXPRESSED CONSENT	

750 Fountain Lakes Blvd. St. Charles Missouri 63301





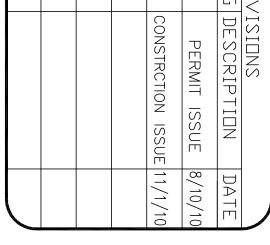


## ST. CHARLES CITY-COUNTY LIBRARY DISTRICT SPENCER BRANCH

427 Spencer Road St. Peters, MO 63376



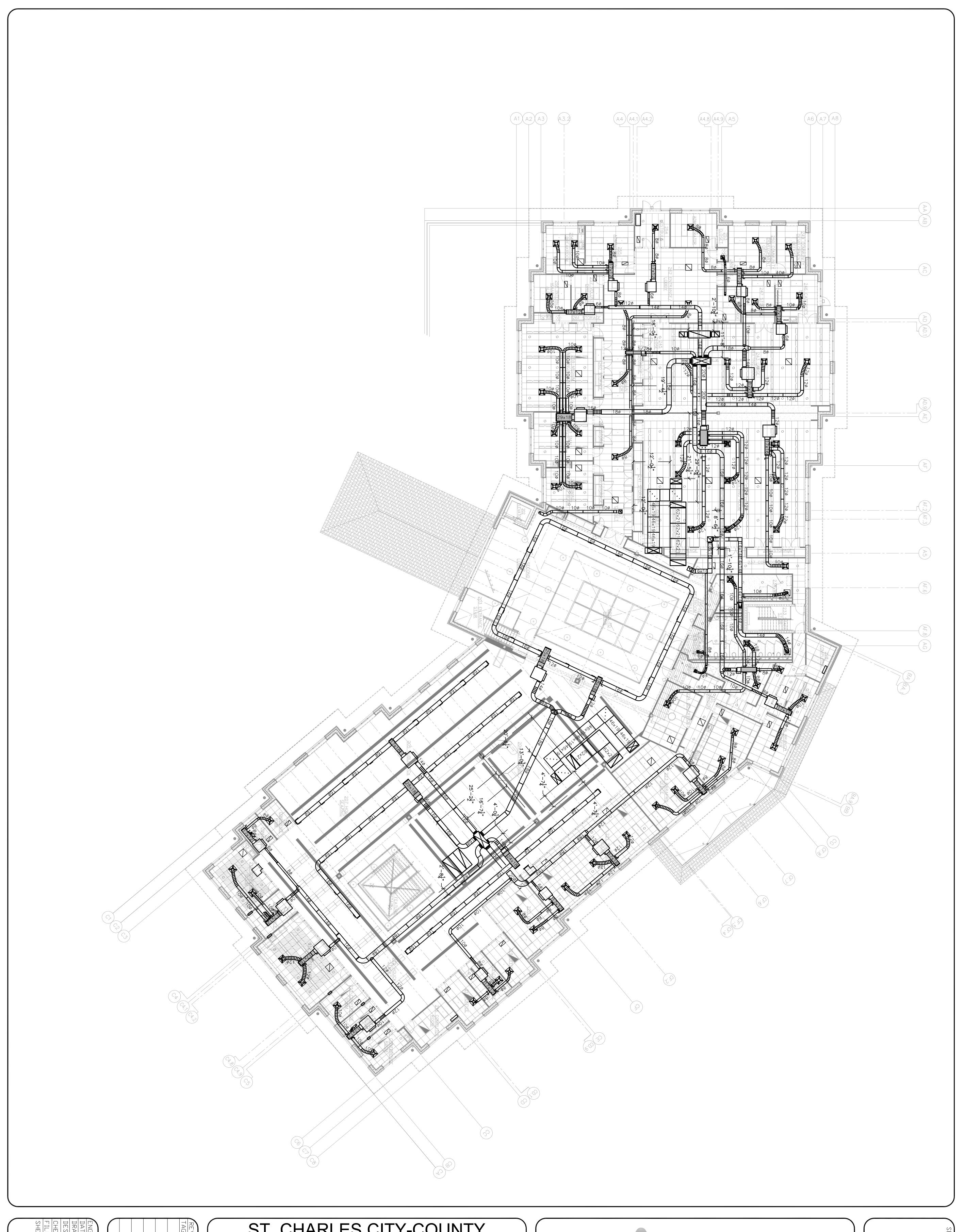




## LIBRARY DISTRICT SPENCER BRANCH

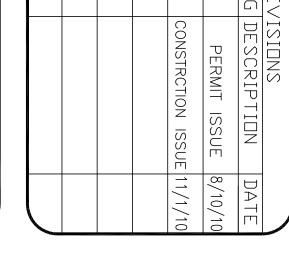
427 Spencer Road St. Peters, MO 63376





ENGINEERING # J10069
DATE: 5/26/10
DRAWN BY: RPO
DESIGNED BY: NJD/RPC
CHECKED BY: JDF
FILE NAME:
SHEET:

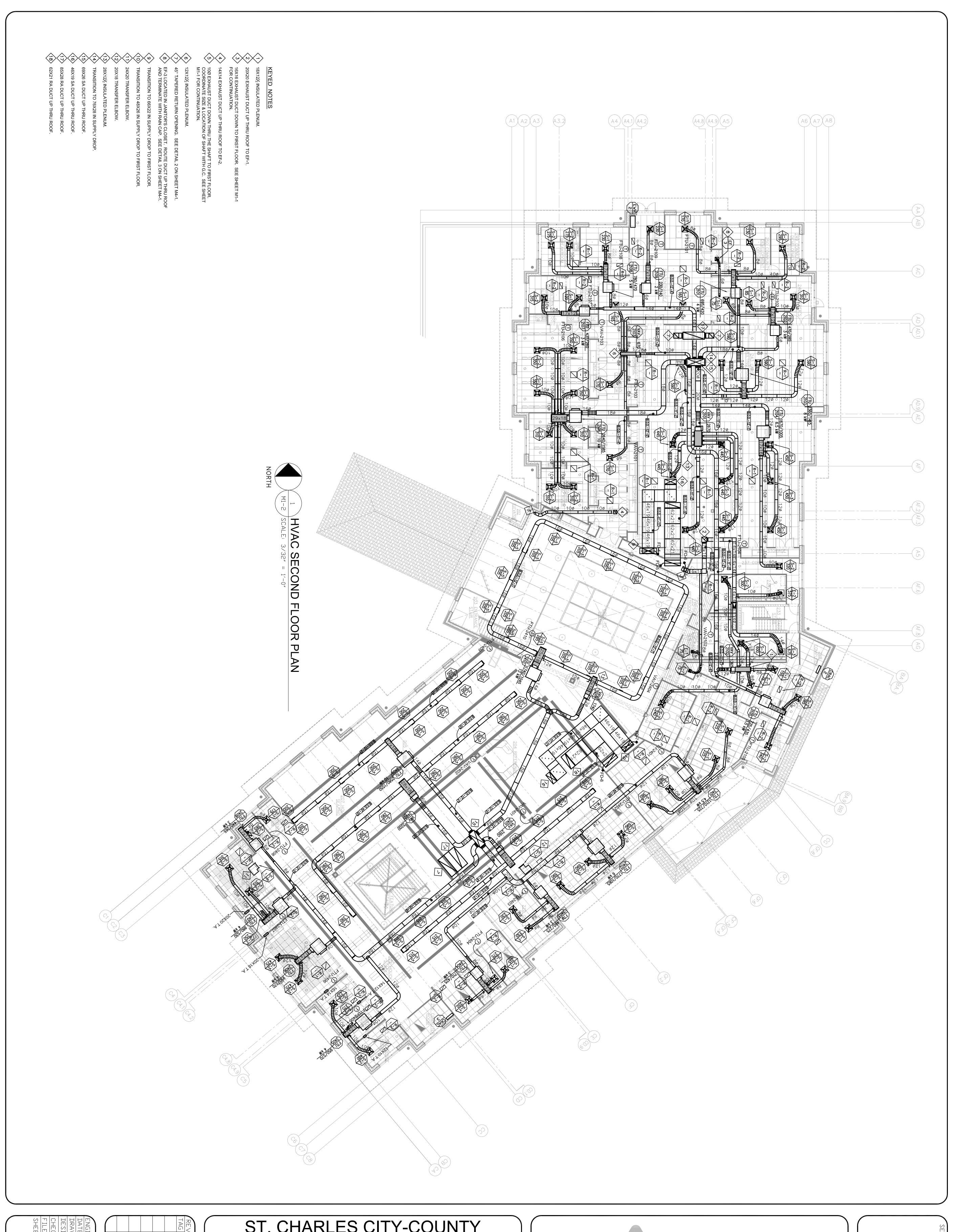
M1-2



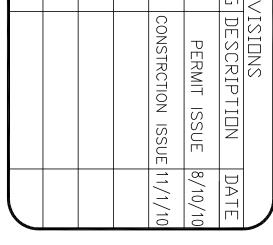
# ST. CHARLES CITY-COUNTY LIBRARY DISTRICT SPENCER BRANCH

427 Spencer Road St. Peters, MO 63376





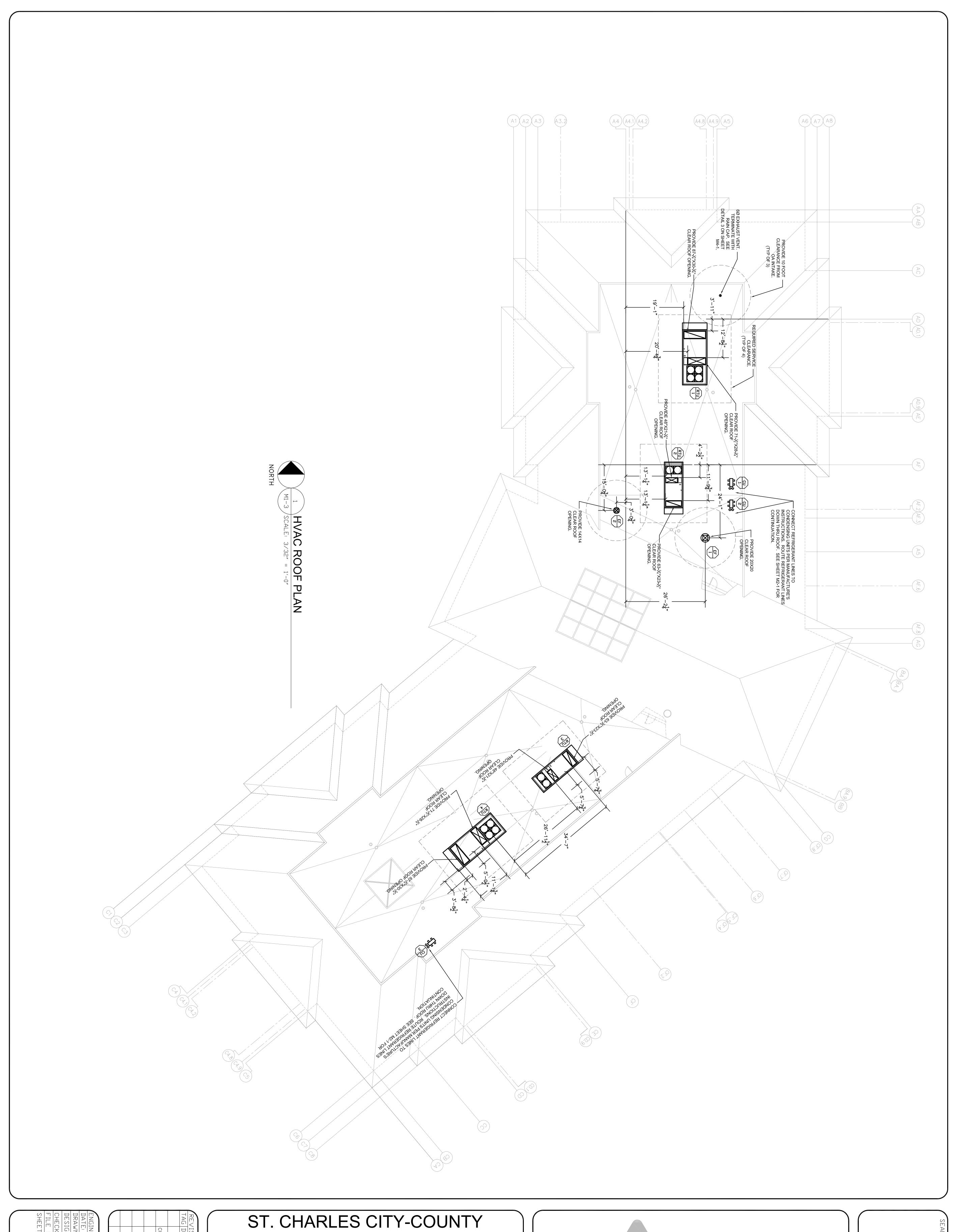
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DATE: 5/26/10
DRAWN BY: RPO
DESIGNED BY: NJD/RPC
CHECKED BY: JDF
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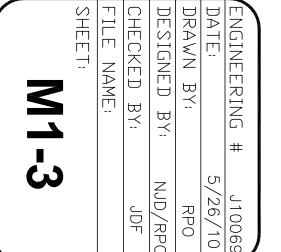


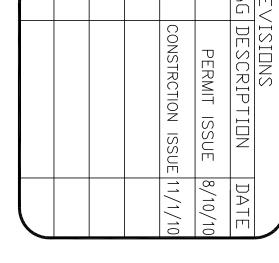
# ST. CHARLES CITY-COUNTY LIBRARY DISTRICT SPENCER BRANCH

427 Spencer Road St. Peters, MO 63376





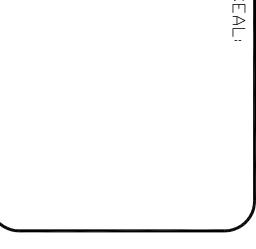


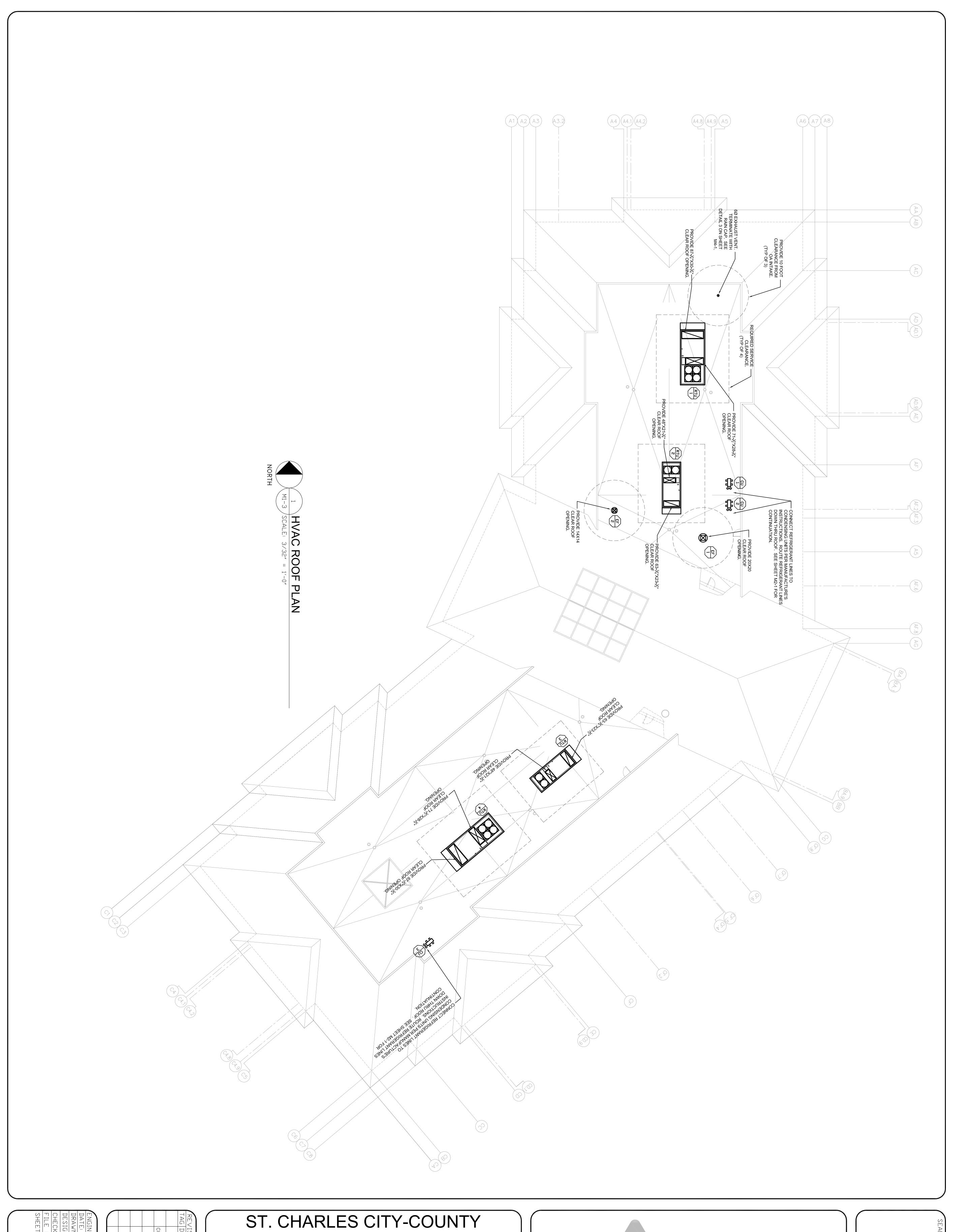


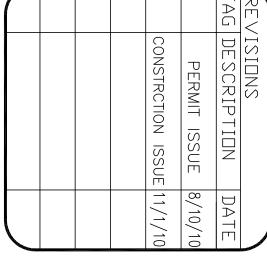
## ST. CHARLES CITY-COUNTY LIBRARY DISTRICT SPENCER BRANCH

427 Spencer Road St. Peters, MO 63376







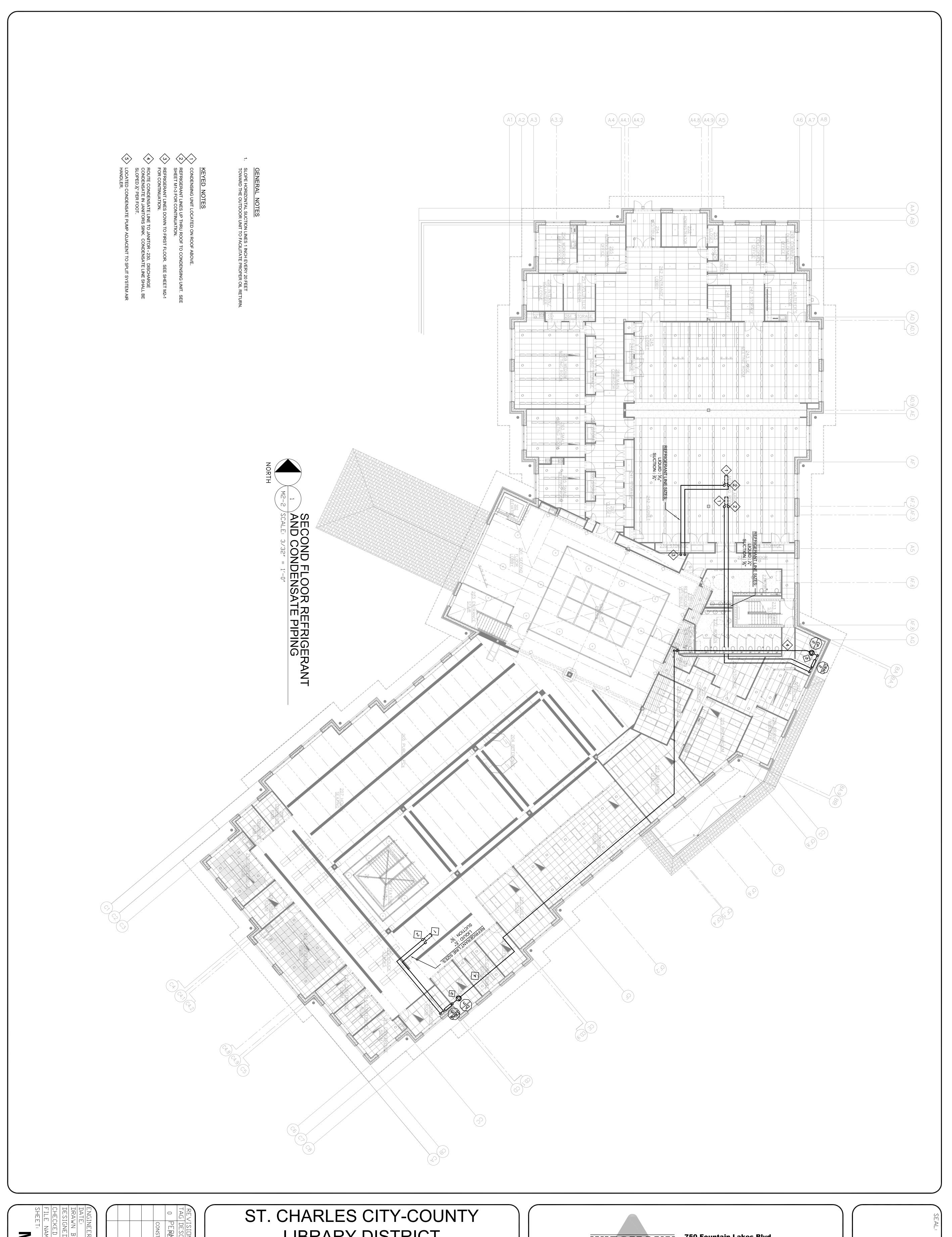


## LIBRARY DISTRICT SPENCER BRANCH

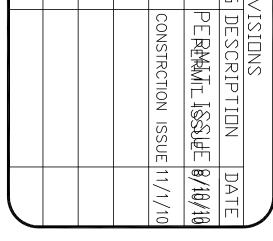
427 Spencer Road St. Peters, MO 63376







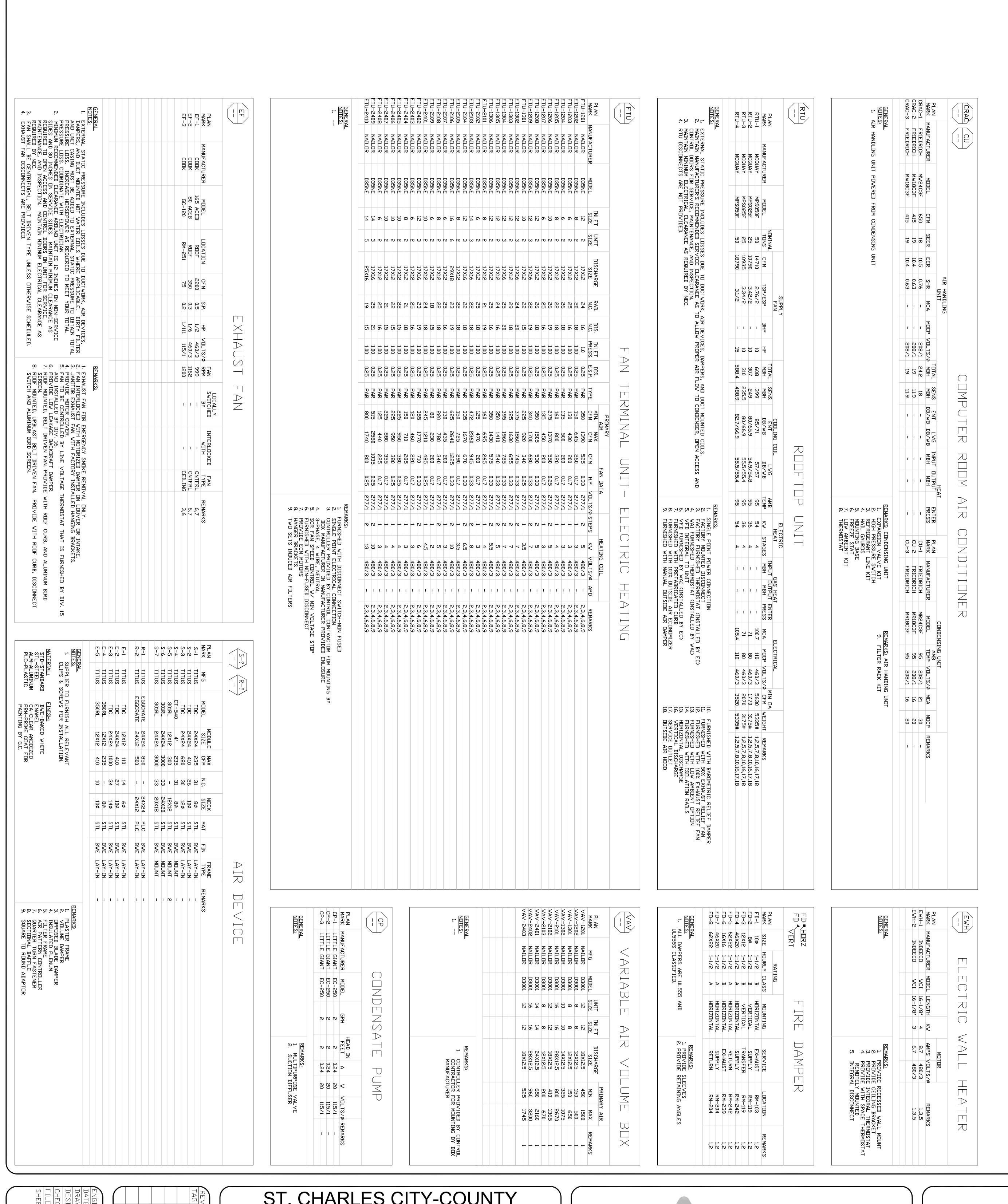
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SIGNED BY: NJD/RPO
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LE NAME:
EET:



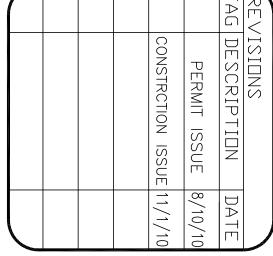
## ST. CHARLES CITY-COUNTY LIBRARY DISTRICT SPENCER BRANCH

427 Spencer Road St. Peters, MO 63376





NGINEERING # J100 ATE: 5/26/ RAWN BY: RPC ESIGNED BY: NJD/R HECKED BY: JDF ILE NAME: HEET:

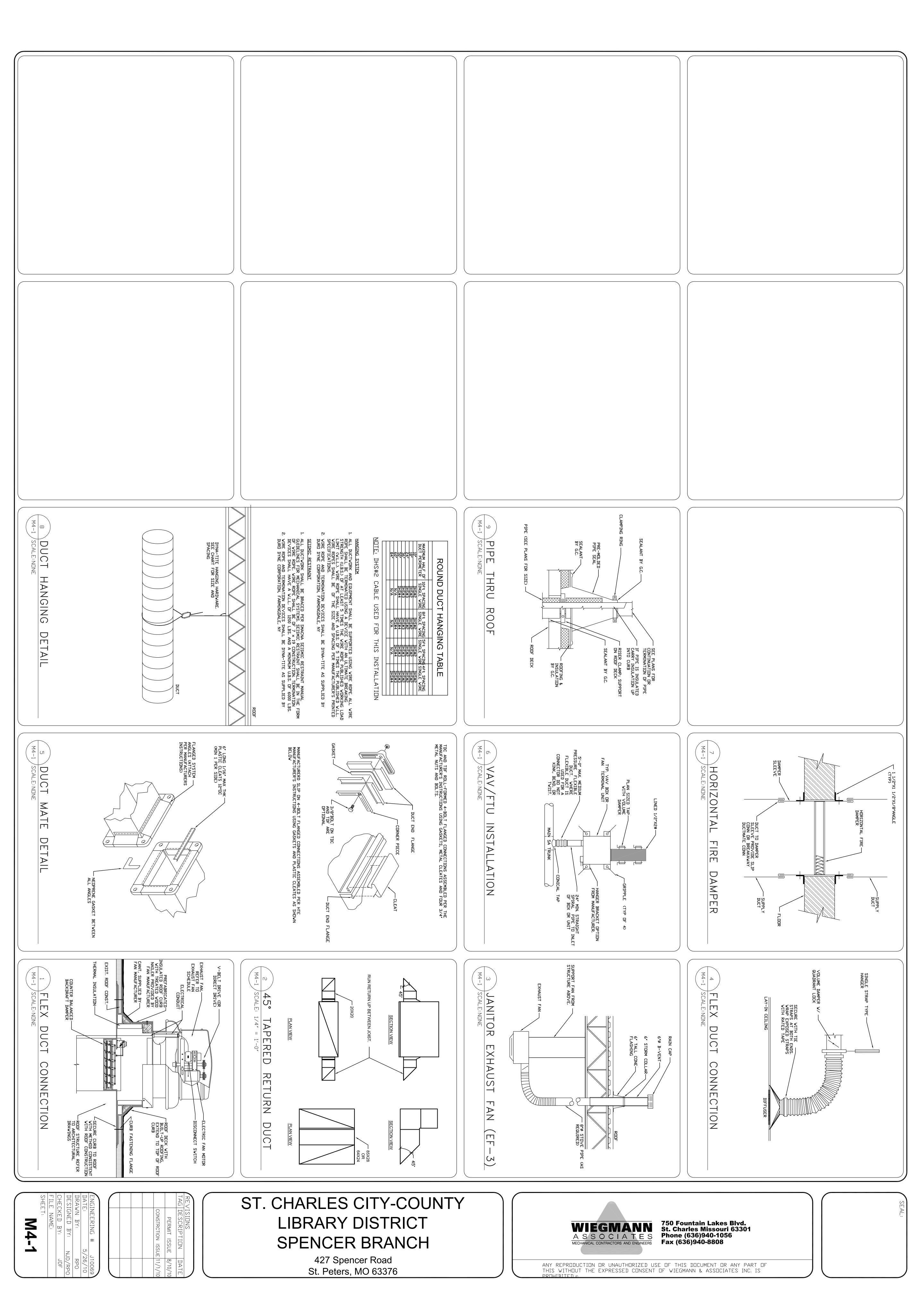


# ST. CHARLES CITY-COUNTY LIBRARY DISTRICT SPENCER BRANCH

427 Spencer Road St. Peters, MO 63376



THIS WITHOUT THE EXPRESSED CONSENT OF WIEGMANN & ASSOCIATES INC. IS



Meter: Electric Grid Meter - Acct #4111008110 (ID 49472627)
Property: 427 Spencer rd. (ID 6S89261)
09/03/2024 09:11 AM EDT

Meter Consumption ID	Start Date	End Date	Usage kWh (thousand Watt-hours)	Cost	Estimated Value	Demand (kW)	Demand Cost (\$)	Last Modified Date	Last Modified By
2467336044	6/15/2015	7/15/2015 85248	35248	9575.85	No	209.38	1011.4	St_Charl 11/9/2018 Library	St_Charles_City_County _Library
2467336045	7/15/2015	8/13/2015 84384		9382.2	C	209.4	1011.4	11/9/2018	St_Charles_City_County Library
2467336046	8/13/2015	9/14/2015 88416		9551.59	No	196.99	951.51	St_Charl 11/9/2018 Library	St_Charles_City_County Library
2467336047	9/14/2015	10/13/2015 79200	79200	5518.05	No	171.94	307.7	11/9/2018	St_Charles_City_County Library
2467336048	10/13/2015	11/12/2015 84096	34096	5756.21	No	204.04	363.37	St_Charl 11/9/2018 _Library	St_Charles_City_County _Library
2467336049	11/12/2015	12/14/2015 95328	95328	6255.69	No	219.74	393.26	St_Charl 11/9/2018 Library	St_Charles_City_County _Library
2467336050	12/14/2015	1/17/2016 115776	115776	7441.88	No	267.26	478.47	St_Charl 11/9/2018 Library	St_Charles_City_County _Library
2467336051	1/17/2016	2/15/2016 116352	116352	6811.14	No	254.88	456.27	St_Charl 11/9/2018 _Library	St_Charles_City_County _Library
2467336052	2/15/2016	3/15/2016 92736	32736	5682.46	No	205.06	367.13	St_Charl 11/9/2018 _Library	St_Charles_City_County _Library
2467336053	3/15/2016	4/14/2016 72576	72576	4680.52	No	161.57	289.26	St_Charl 11/9/2018 Library	St_Charles_City_County _Library
2467336054	4/14/2016	5/15/2016 77472		4933.5	No	172.26	315.7	St_Charl 11/9/2018 _Library	St_Charles_City_County _Library
2467336055	5/15/2016	6/14/2016 79488	79488	8517.76	No	199.08	961.17	St_Charl 11/9/2018 _Library	St_Charles_City_County _Library
2664255148	6/14/2016	7/14/2016 81216	31216	8700.63	No	207.36	1001.74	St_Charl 2/21/2019 Library	St_Charles_City_County _Library
2664255149	7/14/2016	8/14/2016 86400	36400	9152.72	No	215.42	1040.38	St_Charl 2/21/2019 _Library	St_Charles_City_County _Library
2664255150	8/14/2016	9/13/2016	79200	8638.26	No	203.04	980.49	St_Charl 2/21/2019 Library	St_Charles_City_County _Library
2664255151	9/13/2016	10/12/2016 75456	75456	4895.37	No	188.64	337.59	St_Charl 2/21/2019 _Library	St_Charles_City_County _Library
2664255152	10/12/2016	11/13/2016 80928	30928	5102.55	No	165.89	296.96	St_Charl 2/21/2019 _Library	St_Charles_City_County _Library
2664255153	11/13/2016	12/13/2016 94176	94176	5827.14	No	205.06	367.13	St_Charl 2/21/2019 _Library	St_Charles_City_County _Library
2664255154	12/13/2016	1/16/2017 119232		7002.94	No	240.48	430.5	St_Charl   2/21/2019   Library	St_Charles_City_County _Library

2664255155	1/16/2017	2/14/2017	87264	5562.22	No	205.06	367.13	2/21/2019	St_Charles_City_County _Library
2664255156	2/14/2017	3/15/2017 81216	81216	5273.98	OZ	205.06	367.13	2/21/2019	St_Charles_City_County _Library
2664255157	3/15/2017	4/13/2017 72864	72864	4825.35	No	180.28	339.71	2/21/2019	St_Charles_City_County _Library
2664255158	4/13/2017	5/14/2017 74304	74304	5022.07	O Z	176.26	352.6	St_Charl 2/21/2019 Library	St_Charles_City_County Library
2664255159	5/14/2017	6/13/2017 73152	73152	8120.62	o Z	188.64	1018.44	2/21/2019	St_Charles_City_County Library
279535363	6/13/2017	7/13/2017	9776	9035.87	No	215.4	1163.16		St_Charles_City_County Library
2795355364	7/13/2017	8/13/2017 83808	83808	9359.47	ON ON	219.7	1186.38	St_Charl 4/10/2019 _Library	St_Charles_City_County _Library
2795355365	8/13/2017	9/12/2017 72000	72000	8420.89	No	209.4	1130.76	St_Charl 4/10/2019	St_Charles_City_County _Library
2795355366	9/12/2017	10/11/2017 73440	73440	4843.33	No	201	402	St_Charl  4/10/2019 _Library	St_Charles_City_County _Library
2795355367	10/11/2017	11/12/2017 81216	81216	5070.61	O <sub>Z</sub>	169.9	339.8	St_Charl 4/10/2019	St_Charles_City_County _Library
2795355368	11/12/2017	12/12/2017 87552	87552	5433.48	N <sub>O</sub>	192.7	385.4	St_Charl 4/10/2019 _Library	St_Charles_City_County _Library
2795355369	12/12/2017	1/15/2018 133056	133056	7515.05	No	250.8	501.6	St_Charl 4/10/2019 _Library	St_Charles_City_County _Library
2795355370	1/15/2018	2/13/2018 109152	109152	6833.62	ON	254.9	509.8	St_Charl 4/10/2019 _Library	St_Charles_City_County _Library
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2795355372	3/14/2018	4/15/2018 88416	88416	2736.77	No	188.6	377.2	2 4/10/2019	St_Charles_City_County _Library
2795355373	4/15/2018	5/14/2018 70560	70560	4921.1	No	192.7	385.4	2 _ 4/10/2019	St_Charles_City_County _Library
2795355374	5/14/2018	6/13/2018 75744	75744	68.928	No	192.7	1040.58	2 _ 4/10/2019	St_Charles_City_County _Library
2795355375	6/13/2018	7/15/2018 81792	81792	9524.27	N <sub>O</sub>	209.4	1130.76	St_Charl 4/10/2019 _Library	St_Charles_City_County _Library
2795355376	7/15/2018	8/13/2018	77760	8876.99	No	205.1	1107.54	St_Charl 4/10/2019	St_Charles_City_County _Library
2795355377	8/13/2018	9/12/2018 69984	69984	7689.26	No	178.3	962.82	St_Charl 4/10/2019   Library	St_Charles_City_County _Library
2795355378	9/12/2018	10/11/2018 66528	66528	4651.35	No	180.3	360.6	9 4/10/2019	St_Charles_City_County _Library
2795355379	10/11/2018	11/12/2018 71136	71136	4728.48	No	180.3	360.6	8 4/10/2019	St_Charles_City_County _Library
2795355380	11/12/2018	12/12/2018 86400	86400	5490.87	OZ	260.1	460.2	4/10/2019	St_Charles_City_County _Library
2795355381	12/12/2018	1/15/2019 93600	93600	5739.79	No	201	402	St_Charl 4/10/2019 _Library	St_Charles_City_County _Library
2795355382	1/15/2019	2/13/2019 98208	98208	5619.58	No	252.9	505.8	St_Charl   4/10/2019   Library	St_Charles_City_County _Library

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2705255303	0100/61/6	C1120 010C/11/C		103.3	Ç.	220.1	. 034	St. St.	St_Charles_City_County
000000000000000000000000000000000000000	0.000/0.1/0	0,000/41/4		20000	0) (	1.001	7,000		St_Charles_City_County
7832559036	3/14/2019	4/14/2019 66240	DDZ4U	4084.04	ON	163.6	327.7	4/24/2019_L	St Charles City County
2950605805	4/14/2019	5/14/2019 60480		3718.82	No	147.2	294.4	6/11/2019 _L	Library
2986245842	5/14/2019	6/13/2019 62784	62784	7055.04	02	180.3	973.62	St. 6/25/2019 Lt	St_Charles_City_County Library
									St_Charles_City_County
3056214568	6/13/2019	7/15/2019 73440	73440	8053.35	No	201	1085.4	7/23/2019_L	Library
3132840918	7/15/2019	8/13/2019 66528		7528.2	No	197	1063.8	8/22/2019 LL	St_Charles_City_County _Library
3218921740	8/13/2019	9/12/2019 64515	64515	7441 28	C	205 1	1107 54	St_Charl 9/24/2019 Library	St_Charles_City_County
									St_Charles_City_County
3295392129	9/12/2019	10/13/2019 63648	63648	3982.14	No	174	384	10/23/2019_L	Library
3372200963	10/13/2019	11/12/2019 66528		4129.01	No	192.7	385.4	St.   11/21/2019   L	St_Charles_City_County _Library
3446245298	9102/21/11	82368		4771 16	C Z	7 201	385 4		St_Charles_City_County
	(1)	7101/11							St_Charles_City_County
3534247614	12/12/2019	1/15/2020 92160		5163.29	No	192.7	385.4	1/28/2020_L	Library
3615542016	1/15/2020	2/13/2020 91872	91872	5242.11	No	221.8	443.6	St. 2/24/2020	St_Charles_City_County _Library
3715377448	2/13/2020	3/16/2020 90432	90432	5136.66	No	215.4	430.8	3/30/2020 _L	St_Charles_City_County _Library
4913585445	3/16/2020	4/15/2020 73152		4339.16	No	163.6	327.2	St. 5/20/2021 Lt	St_Charles_City_County Library
4913585446	02/12/2020	5/14/2020 63936		3993.13	O Z	203	406	St. 5/20/2021	St_Charles_City_County
	0303 (07 /	0.000 (++ (0		1					St Charles City County
4934902313	5/14/2020	6/15/2020 65664		6594.71	No	161.6	872.64	6/3/2021 L	Library
4934902314	6/15/2020	7/15/2020 67680	08929	6971.73	OZ	176.3	952.02		St_Charles_City_County Library
7,000	0000/11/1	, ,		6 200	<u> </u>	, , ,	7,000,000		St_Charles_City_County
4934902313	1712/2020	8/13/2020 28800		7806.3	02	4.55.4	1308.30		Library St Charles City County
4934902316	8/13/2020	9/14/2020 30816		7026.85	No	172.5	931.5	6/3/2021 L	Library
4934902317	9/14/2020	10/13/2020 61920		3736.9	No	143.7	287.4	St <sub>.</sub>   6/3/2021	St_Charles_City_County _Library
4934902318	10/13/2020	11/12/2020 73440		4212.47	No	147.7	295.4	St. 6/3/2021 L	St_Charles_City_County Library
77	2,7	0,007		0000	1		, , , , ,		St_Charles_City_County
4934902319	11/17/2020	12/14/2020 /3488	/ 3488	4522.09	0	148.3	230.b	6/3/2021_L	Library St Charles City County
4934902320	12/14/2020	1/17/2021 92736	92736	4998.18	No	154.4	308.8	6/3/2021_L	
4934902321	1/17/2021	2/15/2021 91296	91296	5301.38	No	202.5	405	St.   6/3/2021	St_Charles_City_County _Library
4934902322	2/15/2021	3/16/2021 71424		4511.17	No	198.1	396.2	St. 6/3/2021_L	St_Charles_City_County _Library

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4934902323	3/16/2021	4/14/2021 64800	4800	4036.51	o Z	135.1	270.2	6/3/2021	St_Charles_City_County _Library
5112978385	4/14/2021	5/13/2021 62496	2496	3951.8	No	137.1	274.2	7/28/2021	St_Charles_City_County _Library
5008343568	5/13/2021	6/14/2021 66240	6240	72.613	No	164.7	389.1	6/22/2021	St_Charles_City_County _Library
5106300603	6/14/2021	7/14/2021 67392	7392	7441.33	o Z	177.1	956.34	7/26/2021	St_Charles_City_County Library
5194192224	7/14/2021	8/12/2021 70848	0848	7875.38	ON.	182.9	987.66		St_Charles_City_County Library
5276442081	8/12/2021	9/13/2021 68256	8256	7530.5	NO No	179.1	967.14		St_Charles_City_County _Library
5365424780	9/13/2021	10/12/2021 64512	4512	6446.3	No	154.4	488.76	10/22/2021	St_Charles_City_County _Library
5462894033	10/12/2021	11/11/2021 71136	1136	4649.93	No	150.9	301.8	11/23/2021	St_Charles_City_County _Library
5588230078	11/11/2021	12/13/2021 87264	7264	5444.93	No	161.6	323.2	St_Charl 1/5/2022 Library	St_Charles_City_County _Library
5647797126	12/13/2021	1/16/2022 99648	9648	6225.95	No	210	420	1/24/2022	St_Charles_City_County _Library
5736325393	1/16/2022	2/14/2022 94464	4464	5680.52	No	221	442.4	2/22/2022	St_Charles_City_County _Library
5826415878	2/14/2022	3/15/2022 69408	9408	4452.39	No	166.2	348.91	3/22/2022	St_Charles_City_County _Library
5916200687	3/15/2022	4/13/2022 52704	2704	3709.34	No	129.3	281.87	4/20/2022	St_Charles_City_County _Library
6002801964	4/13/2022	5/15/2022 68832	8832	4608.77	No	171.6	374.09	5/19/2022	St_Charles_City_County _Library
6098965164	5/15/2022	6/14/2022 7560	260	6469.39	No	212.8	582.93	6/21/2022	St_Charles_City_County _Library
6200121425	6/14/2022	7/14/2022 74016	4016	8399.1	No	195.6	1148.17	7/25/2022	St_Charles_City_County _Library
6283055524	7/14/2022	8/14/2022 73728	3728	8215.27	o Z	187.2	1098.86		St_Charles_City_County Library
6368052205	8/14/2022	9/13/2022 63936	3936	7094.44	0 Z	Not Available	Not Available	St_Charl 9/20/2022 Library	St_Charles_City_County Library
6456300506	9/13/2022	10/12/2022 92160	2160	6091.74	NO	Not Available	Not Available	10/18/2022	St_Charles_City_County _Library
6557620866	10/12/2022	11/13/2022 74880	4880	4836.97	No	Not Available	Not Available	11/18/2022	St_Charles_City_County _Library
6645503883	11/13/2022	12/13/2022 82368	2368	5423.58	No	Not Available	Not Available	12/19/2022	St_Charles_City_County _Library
6736098635	12/13/2022	1/16/2023 106560	06560	6624.13	No	Not Available	Not Available	1/24/2023	St_Charles_City_County _Library
6824911387	1/16/2023	2/14/2023 90432	0432	6133.77	No	Not Available	Not Available	2/21/2023	St_Charles_City_County _Library
6914407815	2/14/2023	3/15/2023 76608	6608	5567.74	No	Not Available	Not Available	3/20/2023	St_Charles_City_County _Library
7020422731	3/15/2023	4/13/2023 64800	4800	4792.79	No	Not Available	Not Available	St_Char    4/20/2023	St_Charles_City_County _Library

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								St Charl	St Charles City County
7118719756	4/13/2023	5/14/2023 65664	65664	4832.86	No	Not Available	Not Available	5/19/2023 Library	!
								St_Charl	St_Charles_City_County
7221456604	5/14/2023	6/13/2023 65664	65664	6247.22	No	Not Available	Not Available	6/20/2023 _Library	
								St_Charl	St_Charles_City_County
7319338258	6/13/2023	7/13/2023 69120	69120	8456.55	No	Not Available	Not Available	7/20/2023Library	
								St_Charl	St_Charles_City_County
7413094838	7/13/2023	8/13/2023 69120	69120	9062.15	No	Not Available	Not Available	8/17/2023 _Library	
								St_Charl	les_City_County
7516959585	8/13/2023	9/12/2023 70560	70560	9156.61	No	Not Available	Not Available	9/21/2023Library	
								St_Charles_City_County	les_City_County
7595258317	9/12/2023	10/11/2023 65088	65088	6671.97	No	Not Available	Not Available	10/17/2023 _Library	
								St_Charl	St_Charles_City_County
7677186137	10/11/2023	11/12/2023 72576	72576	5191.27	No	Not Available	Not Available	11/14/2023Library	
								St_Charl	St_Charles_City_County
7772766056	11/12/2023	12/12/2023 72864	72864	5217	No	Not Available	Not Available	12/14/2023Library	
								St_Charl	les_City_County
7876314300	12/12/2023	1/15/2024 96480	96480	6548.01	No	Not Available	Not Available	1/17/2024 Library	
								St_Charl	les_City_County
7979655106	1/15/2024	2/13/2024 84960	84960	5961.25	No	Not Available	Not Available	2/15/2024 _Library	
								St_Charl	St_Charles_City_County
8062781233	2/13/2024	3/13/2024 67680	67680	4732.76	No	Not Available	Not Available	3/15/2024 _Library	
								St_Charl	St_Charles_City_County
8210331842	3/13/2024	4/14/2024 66240	66240	4905.68	No	Not Available	Not Available	4/16/2024 _Library	
								St_Charles_City_County	les_City_County
8311295399	4/14/2024	5/13/2024 47520	47520	3520.55	No	Not Available	Not Available	5/15/2024 _Library	,
								St_Charl	St_Charles_City_County
8404747639	5/13/2024	6/12/2024 52704	52704	5315.03	No	Not Available	Not Available	6/14/2024 _Library	
								St_Charl	St_Charles_City_County
8513726703	6/12/2024	7/15/2024 69696	96969	8629.26	No	Not Available	Not Available	7/17/2024 _Library	
								St_Charl	St_Charles_City_County
8610835096	7/15/2024	8/13/2024 59040	59040	7841.93	No	Not Available	Not Available	8/15/2024 _Library	

## Attachment B

Form Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the St. Charles City-County Library District (the "Library") and [CONTRACTOR NAME], a [CONTRACTOR ENTITY DESCRIPTION] having its principal place of business at [CONTRACTOR ADDRESS] ("Contractor"). Each a "Party," and collectively referred to as the "Parties."

WHEREAS, the Library issued a Request for Proposals for Retro-Commissioning services at its Spencer Road Branch located at 427 Spencer Road, St. Peters, MO 63376, a copy of which is attached hereto as <u>Exhibit A</u>, and made a part hereof ("RFP");

WHEREAS, specifications of the RFP cover a scope of work for the Spencer Road Branch;

WHEREAS, Contractor submitted a response to the RFP, a copy of which is attached hereto as <a href="Exhibit B">Exhibit B</a> and made a part hereof ("Proposal"), and the Board of Trustees of the Library awarded the contract to Contractor; and

WHEREAS, the Library and Contractor desire to enter into this Agreement setting forth the terms by which Contractor will perform the services described herein on behalf of the Library at the Spencer Road Branch, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties do hereby agree as follows:

## 1. Scope of Work.

Contractor agrees to furnish all necessary materials, equipment, and personnel and perform the Professional services as described in the RFP attached hereto and incorporated herein as <u>Exhibit A</u> (the "Services") in accordance with the terms and conditions of this Agreement.

The Parties may modify the scope of the Services as set forth in <u>Exhibit A</u> upon mutual agreement, in writing and signed by both Parties (a "Change Order"). Any resulting adjustments in total cost for the services will be negotiated between the Library and Contractor and signed by both Parties as part of the Change Order before any additional work is performed. A Change Order may be executed at any time during the term of this Agreement and, upon execution, is incorporated into the terms and conditions of this Agreement.

## 2. Assignment; Subcontracting.

No part of the Services to be performed by Contractor hereunder shall be assigned or subcontracted without the prior written consent of the Library. The consent of the Library shall in no way relieve Contractor of its responsibility for the quality and performance of the Services. Contractor shall include in any such subcontract all of the terms and conditions of this Agreement and make subcontractor subject thereto.

## 3. Term; Termination; Fiscal Funding.

The term of this Agreement shall extend from the Effective Date until [EXPIRATION DATE] (the "Term"), unless this Agreement is terminated earlier pursuant to this Section. The Term of this Agreement may be extended upon the Parties' mutual agreement in writing for an additional term subject to the Parties' renegotiation of, and agreement on, the price. This Agreement may be terminated by either Party, upon provision to the other Party of at least thirty (30) days' written notice. Upon any termination hereunder: 1) Contractor shall be paid only those portions of the fees for Services which have been completed to the reasonable satisfaction of the Library, and 2) Contractor will be required to turn over to the Library all files, documents, memoranda or other materials relating to the Services for the Library. Notwithstanding any provision herein to the contrary, the term of this Agreement is subject to and conditioned on, the appropriation, availability and budgeting of sufficient funds by Library. For any fiscal year of Library during the term hereof, in the event that sufficient funds are not available to Library, are not able to be appropriated by Library or cannot be budgeted by Library for the services hereunder, Library shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor.

## 4. Payment.

The Library shall pay Contractor \$ [DOLLAR AMOUNT], as full compensation for all Services to be provided hereunder, which shall be payable monthly pursuant to invoices submitted on the basis of work completed. Payment shall be made to Contractor within 30 days after approval by the Library of invoices and supporting documentation submitted by Contractor. The Library shall have the right to withhold payment of any portion of the payment for any Services not performed or completed in a reasonably satisfactory manner until such time as Contractor modifies such Services to the reasonable satisfaction of the Library. The Library shall not be required to pay additional fees or expenses to correct mistakes, errors or omissions of Contractor in the Services, and Contractor shall pay all such additional fees and expenses.

## 5. <u>Contractor Personnel</u>.

Contractor shall furnish and require its employees to wear uniforms, badges or other means of identification suitable to identify them as employees of Contractor at all times while performing the Services required under this Agreement.

## 6. Breach.

Contractor shall be in breach of this Agreement at any time for failure to perform any of the terms, covenants, conditions or agreements of Contractor in this Agreement for 10 days after written notice from the Library and upon the occurrence of a breach by Contractor, the Library may, at its option: (a) by written notice to Contractor, terminate this Agreement; or (b) pursue any other right or remedy available at law or in equity.

## 7. Contractor Representations and Warranties.

Contractor represents and warrants that it has the experience, skill, expertise and necessary materials, personnel and equipment in order to perform the Services and that it will perform all of such Services in accordance with the terms herein, in accordance with the highest standards of competency, and in a professional manner.

Contractor represents and warrants that it is in compliance with all federal, state and local laws regarding business permits and licenses that may be required to perform the Services under this Agreement.

## 8. Insurance.

Contractor shall maintain and have in effect throughout the duration of this Agreement the following insurance coverage:

- (a) Proof of the appropriate insurance coverage:
  - (i) General Liability Commercial general liability insurance must include bodily injury and property damage liability, independent contractor's liability, and contractual liability.
    - a. \$1,000,000 each occurance/\$1,000,000 general aggregate
  - (ii) Worker's Compensation and Employee Liability Missouri statutory amount (mandatory)
  - (iii) Auto
    - a. \$1,000,000 combined single limits
  - (iv) Professional Liability—\$1,000,000
  - (v) Additional Endorsement: Additional Named Insured:
    - St. Charles City-County Library District
      77 Boone Hills Drive
      Saint Peters, MO 63376

Vendors and Contractors shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.

Contractor's insurance policies must be endorsed to cover the liability of Contractor hereunder. Contractor shall name the Library as an additional insured on Contractor's commercial general liability and automobile liability insurance policies and shall provide the Library with certificates of insurance evidencing all such required coverage upon execution of this Agreement. The failure of the Library to obtain certificates or other evidence from Contractor is not a waiver by the Library of any requirements for the Contractor to obtain and maintain the specified insurance coverage. All insurance policies of or on behalf of the Library required in this 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."

## 9. <u>Contractor Indemnification</u>.

Contractor shall indemnify and hold harmless the Library, its Board of Trustees, officers, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any injury, loss, damage or any other circumstances sustained by the Library or others, arising from Contractor's breach of this Agreement or resulting from the negligent acts, errors or omissions of Contractor, any subcontractor, and each of their respective agents, employees or contractors arising out of the Services. The Library shall not be liable for any loss or damage to the extent attributable to the negligence of Contractor.

## 10. <u>Immunity Retention</u>.

By execution and performance of this Agreement, Library does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of Library, or its Trustees, officers, directors, servants, employees, agents, successors or assigns.

## 11. <u>E-Verify</u>.

In accordance with Section 285.530, RSMo., Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

## 12. <u>Notices</u>.

Any notice required or permitted to be delivered hereunder must be in writing and will be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three (3) business days after having been deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; or (c) one (1) business day after having been deposited with a reputable overnight express mail service that provides tracking and

proof of receipt of items mailed, to the Parties as follows (or to such other addressee or address as will be set forth in a notice given in the same manner):

The Library: St. Charles City-County Library District

77 Boone Hills Drive St. Peters, Missouri 63376

Attn: Director

Contractor:		

## 13. Additional Provisions.

## (a) <u>Independent Contractors</u>.

Both Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

## (b) <u>Conflicts</u>.

In the event of any conflict or discrepancy between the terms of this Agreement and the provisions of any exhibits attached hereto, the terms and provisions of this Agreement will govern.

## (c) <u>Severability</u>.

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed severable. In such event, this Agreement will be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision.

## (d) <u>Legal Compliance</u>.

Contractor and its employees, agents and representatives shall comply with the Library's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Contractor in performing the services pursuant to this Agreement.

## (e) <u>Waiver</u>.

No failure on the part of either Party at any time to require the performance by the other Party of any term hereof will be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term. No waiver on the part of either Party of any term hereof will be taken or held to be a waiver of any other term hereof or the breach thereof.

## (f) Governing Law.

This Agreement will be governed, construed and interpreted under the laws of the State of Missouri and will be deemed to be executed and performed in St. Charles County, Missouri. Any legal action arising out of, or relating to this Agreement will be governed by the laws of the State of Missouri, and the Parties agree to the exclusive exercise of jurisdiction and venue over them by a state court located in St. Charles County, Missouri, or a federal court located in the City of St. Louis, Missouri.

## (g) <u>Complete Agreement; Modification</u>.

This Agreement constitutes the entire agreement among the Parties pertaining to the Services and supersedes all prior agreements and understandings, whether oral or written. No amendment or modification to the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of both Parties.

## (h) Construction.

The recitals, preamble and any exhibits to this Agreement are hereby incorporated as an integral part of this Agreement as if restated herein in full. Headings are included for convenience and reference only and are not incorporated as an integral part of this Agreement.

This Agreement may be executed in any number of counterparts each of which is deemed an original and as executed will constitute one agreement, binding on both parties, even though both Parties do not sign the same counterpart. The Parties agree that this Agreement may be executed by facsimile including Portable Document Format (PDF) electronic scan, which will be deemed an original.

The signatures of the undersigned indicate that they have read, understand and agree with the terms of this Agreement and have the authority to execute this Agreement on behalf of their represented Party and to bind their Party to all the terms of this Agreement.

Signature page follows

**IN WITNESS WHEREOF**, the Parties have duly executed the foregoing instrument or caused the same to be executed as of the day and year set forth below.

ST. CHARLES CITY-COUNTY LIBRARY DISTRICT	CONTRACTOR:
By:	Ву:
Name: Jason Kuhl	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

EXHIBIT A
[RFP]



EXHIBIT B
[PROPOSAL]

