KANSAS CITY PUBLIC LIBRARY

Invitation to Bid – Truman Forum Audio-Visual (AV) Systems Upgrades

September 10, 2020

Kansas City Public Library
14 West 10th Street
Kansas City, Missouri 64105

Bids will be accepted until:

3:00 p.m. (Local Time)
Thursday, October 8, 2020

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Invitation to Bid - Truman Forum Audio-Visual (AV) Systems Upgrades

Instructions to Vendors

General Instructions
The Kansas City Public Library (“Library”) invites qualified applicants to submit bids for audio-visual system equipment and installation for the Library’s Truman Forum Auditorium, Barton P. Cohen Conference Center, and the Courtney S. Turner Charitable Trust Meeting Room (collectively, the “Truman Forum space”) at its Plaza Branch location.

Submission of Bid
Bids may be submitted by email, to be received no later than 3:00 p.m. (Local Time), Thursday, October 8, 2020. All email correspondence should be marked “KCPL Truman Forum AV System”. Please note as you submit your bid by email, the Library must receive the email on October 8, 2020 no later than 3:00 p.m. (Local Time).

Pre-bid Meeting and COVID-19 Safety Precautions
The Library will provide a non-mandatory pre-bid meeting/guided tour (“Pre-Bid Meeting”) of the Truman Forum space to interested Bidders at the Plaza Branch, 4801 Main Street, Kansas City, MO 64112 on Monday, September 21, 2020 at 3:00 p.m. beginning in the Plaza Branch’s lobby. Please note that the Truman Forum space is currently closed to the public during the COVID-19 pandemic, and that there are currently no plans for additional pre-bid meetings of the Truman Forum space.

NOTE: For COVID-19 related safety, the Library requires that Bidders attending the Pre-Bid Meeting wear protective face masks and maintain proper social distancing, and to follow the restrictions outlined below; the Library reserves the right to turn away attendees that, in the Library’s sole discretion, it feels are not following the proper COVID-19 safety requirements:

1) No more than two (2) representatives per prospective bidder will be allowed to attend the Pre-Bid Meeting;
2) All respective bidders attending the meeting shall be in good health on the date of the meeting, or substitute an alternate representative to attend the meeting;
3) All attendees must sign an attendance sheet with their respective contact information;
4) All attendees desiring to attend the Pre-Bid meeting must email Reed Beebe at purchasing@kclibrary.org to let the Library know they would like to
attend by 4:00 p.m. (Local Time) on Thursday, September 17, 2020. Should the Library believe that an additional Pre-Bid Meeting is warranted to facilitate expected attendance and proper social distancing, the Library reserves the right to schedule an additional Pre-Bid Meeting(s) to accommodate bidder interest, and will work with interested bidders who have contacted the Library to schedule alternate Pre-Bid Meeting(s) dates/times. Also, if an interested bidder’s alternate attendee needs to be designated for health reasons, please contact the Library at purchasing@kclibrary.org as soon as possible.

Official Contact
Any questions concerning this Invitation to Bid (“ITB”) should be submitted via email to:

Reed Beebe  
Kansas City Public Library  
14 West 10th Street  
Kansas City, MO 64105  
816-701-3563  
purchasing@kclibrary.org

All questions concerning this ITB must be received no later than 11:00 a.m., Wednesday, September 30, 2020.

Confidentiality of Information
Any proprietary information furnished by a Bidder to the Library that is designated confidential shall be treated as confidential to the Library to the extent allowable by law.

ITB Awards
See Attachment A.

Addenda/Cancellation
The Library may modify or cancel the ITB at any time prior to the ITB due date by issuance of an Addendum or Cancellation to all Bidders who are participating in the process at the time the Addendum/Cancellation is issued. Addenda will be made available and Cancellations will be posted on the Library’s RFP/RFQ/ITB website (currently: https://www.kclibrary.org/public-notices). Bidders should monitor the Library’s RFP/RFQ/ITB website for updates/information/addenda/cancellations. Verbal modifications to the ITB specifications shall not be binding upon the Library.

Clarification of Bids
The Library reserves the right to obtain clarification of any point in the bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a
Bidder to respond to such a request for additional information or clarification could result in rejection of the bid.

**Method of Selection**  
See Attachment A.

**Acceptance of ITB Terms**  
A bid submitted in response to this ITB shall constitute a binding offer. The Bidder shall identify clearly and thoroughly any variation between its offer and this ITB. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Bidder’s authorized representative may withdraw proposals only by written request received before the bid due date.

**Bid Validity Period**  
Each bid shall be valid for a period of sixty (60) days from the bid due date.

**Non-Collusion**  
Bidder(s) certify that this bid has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**General Specifications**

The Library is seeking quotes for the purchase and installation of audio-visual equipment for the Truman Forum space located at its Plaza Branch location (See Attachment A).

The Library reserves the right to inspect the Bidder’s facility prior to award to assure that they meet the requirements and can provide the necessary support for the contract goods and services specified.

Please note that the Library is political subdivision of the State of Missouri and has a Missouri sales tax exemption certificate. A copy of this certificate can be provided to the selected vendor upon request.

The Library will work with the selected Bidder to execute an AIA contract document (A105-2017: see sample contract in Attachment C) that will outline the terms of the equipment purchase and installation outlined in this ITB.
SCOPE OF BID

For a detailed scope of bid, equipment, and other requirements, please see the Design Document Section 271000 in Attachment A.

Bid Content & Format

To provide a degree of consistency in review of the written bids, Bidders are required to prepare their bids in the format described below:

Bid Cost Charges Form
An individual having full authority to submit the bid and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Bid Cost/Charges Form (Attachment B) or submit a signed letter of transmittal that contains the same information and statements as indicated in the Bid Cost/Charges Form. The Bid Cost/Charges Form should clearly list all charges associated with completing the Scope of Bid. The Library relies on the Bidder to assure that all charges to complete the Scope of Bid are submitted in the bid and that there are no hidden costs or charges that will be incurred by the Library.

Experience, Expertise and Capabilities
Give a background of the company’s or contractor’s experience and qualifications. This should include a brief history, the date founded, ownership and any subsidiary relationships. Also list the types of services the company or contractor is qualified to perform. If the company or contractor is a local Kansas City business, or if the company or contractor is a minority business enterprise (MBE) or women business enterprise (WBE), or a Missouri-based, service-disabled veteran enterprises (SDVE) certified by the State of Missouri Office of Administration, this should be noted in order to utilize the Library’s preference for local and MBE, WBE, SDVE vendors.

Authorized Representative
Include the name, title and contact information of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

Terms and Conditions

The Library will work with the selected Bidder to execute an AIA contract document (A105-2017: see sample contract in Attachment C) that will outline the terms of the equipment purchase and installation outlined in this ITB.
Debarment and Suspension (E.O.s 12549 and 12689)
The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency. The selected contractor must notify the Library within 30 days if debarred by any governmental entity during the Contract period.

Other Considerations

Disputes
Should any doubt or difference of opinion arise between the Library and the successful proposal awarded a contract as to the items to be furnished hereunder or the interpretation of the provisions of this ITB, the decision of the Library shall be final and binding upon all parties.
SECTION 271000

AUDIO-VIDEO SYSTEMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements for the Plaza Branch of the Kansas City Public Library Audio Visual (AV) Systems Upgrades in the Truman Forum, Cohen Meeting Room, and Turner Meeting Room. The work covered under this Section consists of furnishing all labor, material, and services to install complete audiovisual systems based on the consultant's drawings and recommended acceptable equipment list.

B. Clarification of Audio-Visual System Installation work responsibilities is noted in Appendix A.

C. The acceptable audio-video equipment list is noted in Appendix B.

1.2 RELATED SECTIONS

A. Drawings and general provisions of the Contract, including all requirements and instructions listed in the "Instructions to Bidders," General and Supplementary Conditions, and stated herein, apply to work specified in this section.

1.3 SUBSTITUTIONS/ALTERNATIVES

A. All related electrical work by the project Electrical Contractor, as defined herein and/or on the drawings, shall be a portion of the building electrical Base Bid, and shall not include any work by the Audio Video Integrator.

B. The Audio-Visual Consultant has made every effort in providing an accurate equipment list. It will be the responsibility of the AV Integrator to provide a complete working system based on the design intent. Products included in the suggested list have been designed to integrate with the building design, electrical infrastructure, telecommunication infrastructure, and design intent by the owner. Equipment manufacturer substitutions will only be allowed if the AV Integrator can document with the bid submission the alternate equipment meets the same design requirements specified.

1.4 REFERENCES


1.5 DEFINITIONS

A. The term "OFE" shall refer to "Owner Furnished Equipment" which will be provided by the Owner to the Installer. This equipment will be integrated as required.

B. The term "shall" is mandatory; the term "will" is informative; the term "should" is advisory; and the term "provide" means furnish and install.

C. The term "AV Integrator" refers to the successful Audio-Visual Contractor.

D. The term "Installer" refers to the successful Audio-Visual Contractor.

E. The term "Owner" refers to the Kansas City Public Library.
1.6 SUMMARY

A. The Kansas City Public Library, further referred to as the Owner, is requesting proposals to upgrade the audio-visual systems for the Truman Forum, Cohen Meeting Room, and Turner Meeting Room in the Plaza Branch location, with simple system functionality and operation. These specifications and the associated AV-series drawings describe the architecturally integrated Audio-Video equipment (AV Systems) to be installed. The work is to include:
   1. The removal of all existing Audio-Video equipment deemed unnecessary for functionality of the upgraded systems. Equipment removed shall be turned over to the Owner for decision regarding re-purposing or disposal.
   2. The installation of new audio, video, and control components including, but not limited to source equipment, video switchers, projectors, screens, wireless microphones, control system, and touch panels.
   3. The system tuning and setup of all components to deliver optimum performance for a live meeting.
   4. The training of Owner identified staff upon completion for all system components.

1.7 PROPOSALS

A. All proposals shall include a detailed construction schedule indicating major milestones for each phase of the project, including but not limited to, all pre-construction submittal submissions, installation work, project and system tuning, commissioning, project wrap-up and training.

B. All proposals shall include reference contact information from previous work history indicative of at least 3 previous projects similar in scope and size in the last 2 years.

C. Proposal pricing shall be submitted as follows:
   1. AV Integrator shall provide price for Complete Audio-Video Base Bid system as described in this specification and Appendices A and B.
   2. AV Integrator shall provide prices for designated Alternates, as defined below and as further described in the specifications and on the drawings. Alternates shall be ADD (additive) ALTERNATES as described herein and on the drawings. Any work not designated as an Alternate shall be provided in the Base Bid.
      a. ADD ALTERNATE #1: Provide (6) additional wireless microphone systems (handheld and lavaliere combination sets) for use in the space. Coordinate frequencies with existing wireless microphones.
      b. ADD ALTERNATE #2: Provide a press box connection in the hallway.
      c. ADD ALTERNATE #3: Replace the existing video and control systems and integrate with the existing audio system in the Turner Room.

1.8 PROPOSALS/BID ACCEPTANCE

A. The Owner reserves the right to: accept or reject any bids; accept or reject any Alternates in any order or combination; and determine the lowest responsive, responsible bidder on the basis of the sum of the Base Bid and any accepted Alternates. The required references provided by a Bidder may also be used by Owner to evaluate the respective Bidder’s ability to meet the requirements of the bid. Owner reserves the right to seek clarification regarding any bid information provided by Bidder(s). Per Owner policy, a preference will be given to local vendors and minority business enterprises (MBE) and women business enterprises (WBE). Additionally, Missouri-based, service-disabled veteran enterprises (SDVE) certified by the State of Missouri.
Office of Administration will receive a three (3) point bonus preference. Bidders who qualify for such preference(s) will need to identify clearly such qualification(s) in their respective response in order to receive any appropriate preference points in the bid evaluation.

B. Upon acceptance of the winning proposal, the AV Integrator shall prepare:
   1. Submittals as indicated elsewhere in these specifications and/or on the project drawings.
   2. Provide any necessary permits for any portion of the work as required by the local AHJ.
   3. A revised and more detailed construction schedule than previously submitted with the proposal to include all project milestones as indicated previously.
   4. Provide detailed training proposal, including emphasis on touch panel system control.

1.9 DESIGN REQUIREMENTS

A. Work under this section of the specifications includes all labor, and installation as required to provide a complete technical system in compliance with the contract documents.

B. The Audio-Visual Integrator shall provide low-voltage "on/off" control system wiring, low-voltage "on/off" control switches, and certain AC power/ground requirements internal to the equipment racks as specifically noted herein and/or on the drawings.

1. Except when plenum rated cabling is used above finished ceilings or below raised, accessible floors, it is required that cabling for microphone and line inputs, video, control and other AV related cabling be routed inside the comprehensive system of conduit indicated on the drawings. Floor and wall boxes shall serve as the primary interface points to the AV system.

2. Provide and install cover plates, connectors and associated cabling to link all floor and wall boxes to all affiliated local and remote AV components. The Owner will provide no additional conduit, power or workboxes. If additional infrastructure is required, include provisions for what is additionally required in the proposal.

1.10 PERFORMANCE REQUIREMENTS

A. Performance Standards: Unless restricted by the published specification of a particular piece of equipment, or unless otherwise required, the following minimum performance standards shall be met by the AV system:

1. Audio:
   a. S/N (including crosstalk and hum): 75dB minimum.
   b. Total Harmonic Distortion: 0.1% maximum from 65Hz to 20kHz @+4dBu
   c. Frequency Response (-3dB at 1m on axis): 79 Hz to 21,000 Hz.
   d. Consistent and even coverage (+/- 3dB) of all audience areas
   e. Adequate loudness before feedback
   f. Reproduce live presentations with intelligible speech
   g. Reproduce musical sources with adequate clarity and fidelity

2. Video:
   a. S/N (peak to RMS), unweighted DC to 4.2 MHz: 45 dB minimum.
   b. Crosstalk, unweighted DC to 4.2 MHz: 45 dB minimum.
   c. Line and Field Tilt: 2% maximum.
   d. Differential Gain: 3% maximum.
   e. Differential Phase: 2 degrees maximum.
3. **Performance Test Signal Paths:** The signal paths for the above Performance Standards shall be as follows:

   a. **Audio:** From any and all source inputs (microphones, audio playback units, video playback units, etc.) through all audio mixers, switchers, distribution amplifiers, codec’s, etc., to all signal destinations.

   b. **Video:** From all source inputs (cameras, computers, video playback units, etc.) through all switchers, processors, distribution amplifiers, etc., to all signal destinations.

1.11 **SUBMITTALS REQUIRED BY THE AV INTEGRATOR**

A. **Shop Drawings**
   1. Sufficiently prior to installation of each respective portion of work, the AV Integrator will provide the following Shop Drawings for approval from the Consultant and Owner:
      a. All panel and plate layouts (such as for wall boxes and for rack/cart-mounting) indicating locations of connectors, engraving, labeling, nomenclature, panel material, and finish.
      b. All Equipment racks, cabinets, consoles, tables and cart front elevations showing equipment and panel layout.
      c. Mobile cart millwork details, and related equipment and panel layout.
      d. All non-factory equipment modifications.
      e. All cable labeling plans.
      f. For any permanent exposed cable applications, written authorization from the Owner (or Owner's designated Engineer) as to which locations are approved in addition to cable pathway being utilized.
      g. Updated point to point wiring functional system signal diagrams separated by Video, Audio, and Control per system.
      h. Shop drawings as indicated elsewhere in these specifications and/or on the project drawings.
      i. Copies of all reviewed submittals shall be kept at the project site during the construction of the project, for reference.

B. **Test Plan Documentation**
   1. Submit a complete testing plan for all systems for approval within (30) days of receipt of approved shop drawings to the Consultant and Owner.
   2. Plan submitted must include shop and field-testing of each and every field device and control function.
   3. Plan Submitted must include examples of testing documentation. Shop testing documentation must be submitted for approval prior to the control system shipment to the job site. Field-testing documentation must be submitted when requesting final Demonstration/Inspection (described below).

1.12 **QUALITY ASSURANCE**

A. **Contractor Qualifications:**
   1. Work in this section shall be performed by an AV Integrator that complies with the requirements stated herein and is licensed to perform work of this type in the project.
jurisdiction, and has at least five (5) years of verifiable direct experience with the devices, equipment and systems of the type and scope specified herein.

a. The Audio-Visual Integrator shall include, with his bid, a list of credentialed staff that will be actively involved in this project including specific tasks each will perform.

b. The Audio-Visual Integrator shall use a sufficient number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

c. The Audio-Visual Integrator shall appoint a designated supervisor who shall have at least five (5) years direct experience in similar work. The supervisor shall be present and in responsible charge of all work in the fabrication shop and on the project site during all phases of the installation and testing of the system(s). To assure continuity, this supervisor shall be the same individual throughout the execution of the work unless illness, loss of personnel, or other reasonable circumstances intervene.

d. The Audio-Visual Integrator shall be a direct dealer representative of recommended acceptable equipment list.

2. The Owner may request a prospective Audio-Visual Integrator to provide additional information as desired for review by the Owner, and to make a determination of the Audio-Visual Integrator acceptability.

3. Contractor’s Qualifications:

a. The Contractor shall meet the minimum requirements identified herein. Additionally, the Contractor shall have had at least three (3) years’ experience in the fabrication, assembly and installation of AV presentation, conferencing and remote-control systems of comparable size, magnitude and quality in regard to coordinating, engineering, testing, certifying, supervising, training and documentation as specified for the subject job and shall submit documentation to this effect with the bid return. Each of these systems shall have been in successful operation for at least three (3) years after final acceptance by the Owner.

B. TEST EQUIPMENT

1. Each Contractor is responsible for furnishing all test equipment required to test the system in accordance with the parameters specified. Unless otherwise stated, the test equipment shall not be considered part of the system. Each Contractor shall furnish test equipment of accuracy better than the parameters to be tested.

1.13 PROJECT CONDITIONS

A. This project represents renovation of an existing facility.

B. During the course of project renovation, the AV Integrator shall personally examine the site of the proposed work and verify the conditions, which involve his/her work.
C. The AV Integrator shall comply with all applicable national and local codes and ordinances and obtain all required permits. AV Integrator shall be held responsible for any violations of the law within the scope of his work.

D. The AV Integrator shall schedule and sequence the AV system rough-in work to coordinate with the Owner.

E. Once the AV Integrator begins work at the project site, the company shall maintain a project manager for the duration of the work to supervise the work force and to provide coordination with other trades and/or the Owner.

F. The project manager shall attend any regularly scheduled construction progress meetings. These meetings will include, but not be limited to Owner Meetings, walk through meetings with the Owner and Consultant, and weekly construction meetings.

G. The AV Integrator shall conform to all site policies regarding safety, job site hours, and any additional policy, which may affect site conditions.

H. It is the purpose of this specification to require the furnishing of the highest quality materials, equipment and workmanship. The work shall be in accordance with this specification and in conformity with the designs, layouts and descriptions shown on the drawings.

I. Unless stated otherwise on the drawings, the work shall include everything necessary or incidental to complete the installation of wire raceway (including conduit), raceway fittings, outlet boxes, pull boxes, terminal cabinets, and insulated ground cables. AV Integrator shall furnish all necessary information to the Owner to ensure that a proper AV conduit system will be installed.

J. The AV Integrator shall cooperate with all other Contractors engaged in this project and shall coordinate the installation of the AV, systems so that all work will proceed in a manner which is in the best interests of the Owner.

K. Labor, transportation of equipment, storage of onsite equipment, incidentals, and all work needed for the installation shall be the responsibility of the AV Integrator.

1.14 ENVIRONMENTAL REQUIREMENTS

A. Provide every effort to accommodate LEED practices with the project and disposal of construction material.

B. The AV Integrator will notify the Owner if the AV equipment rooms do not match physical and environmental layout as defined for Telecom IDF and MDF rooms. Any deviations from this standard to be approved through the owner and engineer. These standards are to include but not limited to:

1. Operating temperature of 68-74 degrees Fahrenheit with 30% maximum average humidity

C. Provide A/C rated plywood backboards, with the A-side facing out, on walls of equipment rooms and telecommunications rooms per detail drawings. Coordinate installation with the General Contractor.

1.13 WARRANTY
A. Provide warranty repair or replacement for all products provided by the AV Integrator (including products having a manufacturer’s warranty of less than one year) and all AV Integrator’s workmanship at no additional cost, except in the case of obvious abuse for one year. Consumable items such as lamps, batteries, tapes, etc. are not covered.

B. During the warranty period the AV Integrator shall:
   
   a. Provide telephone support within 4 hours of a call.
   
   b. Repair or replace faulty items within 5 business days of on-site service or within manufacturer’s specified repair program, whichever is quicker.

C. The AV Integrator shall inform the Owner when removing or reinstalling equipment. They shall not involve the owner with shipping or freight charges associated with any item under warranty. That should be included in the warranty.

D. The warranty period will commence no sooner than the date of the first beneficial use by the owner and no later than the date of contract close out.

E. The Audio-Visual Integrator shall include a statement of warranty on the entire system and on the individual pieces of equipment.

1.13.1 TRAINING ASSISTANCE

A. The Audio-Visual Integrator shall provide end user training on the operation of the audiovisual systems. Training sessions will be coordinated by the Audio-Visual Consultant and the client after the systems have been checked out and all punch list items are completed. The training sessions will include:

   a. Demonstration and operation on the use of the system.
   
   b. Familiarization with system diagrams and manufacturer’s literature.
   
   c. Familiarization with the control system.
   
   d. Hands-on operation of the audiovisual systems.
   
   e. Instructions on care and maintenance of the audiovisual systems.

PART 2 - PRODUCTS

2.1 GENERAL

A. Acceptable Products are listed below and in Appendix B and establish the basis for design for the AV systems.

B. All Products shall be new and under warranty at the time of installation. B-Stock, previously installed, refurbished, second stepped or used equipment shall not be provided on this project.

C. There shall be no product substitution after the issuance of the Contract Award, Notice to Proceed, or Letter of Intent to Award, whichever is earliest.
D. Appendix B is the Consultant’s good faith effort to provide an AV Equipment List based on the AV System Specifications. However, Integrators are cautioned that the list may not be complete, may have discrepancies, and may not indicate all pertinent information required to prepare an accurate bid. It is strongly suggested that potential Integrators bid complete equipment list based on the drawing intent.

E. Due to the advanced bidder qualifications, it is assumed that each Integrator is solely responsible for the completeness and accuracy of the takeoffs, system design intent and equipment list. No additional charges will be allowed after the bid award for the areas in the AV drawings unless a change in functionality is requested and approved by the Owner.

F. Determination of the final quantities to meet the function of the design shall be the sole responsibility of the integrator

2.2 SYSTEM GROUNDING

A. EQUIPMENT:
   1. Equipment grounding shall include all cable and installation hardware required. All AV equipment shall be connected to earth ground via internal building wiring, according to the NEC.
   2. This includes, but is not limited to:
      a. Coaxial Cable Shields.
      b. Control Cable Shields.
      c. Data Cable Shields.
      d. Equipment Racks.
      e. Equipment Cabinets.
      f. Conduits.
      g. Cable Duct.
      h. Cable Trays.
      i. Power Panels.
      j. Connector Panels.
      k. Antennas.
      l. Towers.

B. COAXIAL CABLES
   1. Coaxial cables shall include all coaxial connectors, cable tying straps, heat shrink tubing, hangers, clamps, etc., required to accomplish a neat and secure installation.

C. WIRES AND CABLES
   1. Wire and cables shall include all connectors and terminals, spade lugs, barrier straps, punch blocks, wire wrap strips, heat shrink tubing, tie wraps, solder, hangers, clamps, labels etc., required to accomplish a neat and orderly installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify all conduits, back boxes and pathways.

B. Verify correct power requirements have been supplied based on equipment load and device requirements.
C. Verify video installation sightlines and possible obstructions.

3.2 PREPARATION

A. Coordinate with the project Electrical Contractor for required location of junction boxes, outlets, and conduit.

B. Carefully inspect areas where equipment will be installed. Notify the Audio-Visual Consultant of any conditions that would adversely affect the installation and subsequent operation of the system.

3.3 INSTALLATION

A. New Wiring: Install wiring in raceways except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in gypsum-board partitions where cable-wiring method may be used. Use plenum cable in environmental air spaces including plenum ceilings. Conceal cables and raceways except in unfinished spaces. Cable shall be installed continuous with no splices or cuts.

B. Install exposed cables parallel and perpendicular to surfaces or exposed structural members and follow surface contours. Secure and support cables by straps, staples, or similar fittings so designed and installed to avoid damage to cables. Secure cable at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, or fittings.

C. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess.

D. Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power wiring runs. Install in separate raceways or, where exposed or in same enclosure, separate conductors at least 12 inches for speaker microphones and adjacent parallel power and telephone wiring.

E. Identification of Conductors and Cables: Color-code conductors and apply wire and cable marking tape to designate wires and cables so they identify media in coordination with system wiring diagrams.


G. Weatherproof Equipment: For units that are mounted outdoors, in damp locations, or where exposed to weather, install consistent with requirements of weatherproof rating.

H. All terminations shall be installed per manufacturer’s specifications and recommendations

I. CONDUITS, CABLE DUCTS, AND CABLE TRAYS

1. Shall include all conduit, duct, trays, junction boxes, back boxes, cover plates, feed through nipples, hangers, clamps, fire stop and other hardware required to accomplish a neat and secure conduit, cable duct, and/or cable tray installation in accordance with the NEC and this document under division 26 sections.

J. EQUIPMENT INTERFACE

1. Equipment shall include any item or quantity of equipment, cable, mounting hardware and materials needed to interface each systems and subsystems according to each original equipment manufacturer requirements and this document.
K. LABELS
   1. Labeling shall include any item or quantity of labels, tools, stencils, and materials needed to completely and correctly label each system and subsystem according to each original equipment manufacturer requirements, as-installed drawings, and this document.

L. GROUNDING
   1. Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
   2. Signal Ground Terminal: Locate at all equipment display locations. Isolate from power system and equipment grounding.
   3. Shields shall be connected at each end of each wire to the pin 1 of each XLR, shield connection for each electronic device, etc. No shield wires shall be left unconnected except where noted on the drawings, nor shall any shield come in contact with conduit, pull boxes, or other building steel. Audio line-level circuit shield wires shall be grounded to rack sheet metal only via rack-mounted equipment. Shields shall be electrically isolated in multi-conductor cables. Shields for audio line-level circuits connected to audio transformers shall be connected to transformer electro-static shields and case ground. In the case of unbalanced audio lines, the shield wire shall connect to the low side of the line (black wire).
   4. Each equipment rack within a row of racks shall be electrically bonded to each other using a minimum 1/4-inch diameter unfinished bolt and nut with star washers. Bolts shall fasten to each equipment rack unpainted sheet metal. Each row of equipment racks shall be electrically bonded to adjacent row(s) via a No. 6 AWG insulated ground wire. The AV Integrator shall perform this work.

M. CIRCUIT ROUTING
   1. All audio circuits shall be separated according to function; e.g. microphone circuits shall be separated from line-level circuits, which are separated from video circuits, which are separated from loudspeaker circuits. Where audio and video circuits are installed in conduit or other raceway, separate conduits are required for the various circuit functions.
   2. Control and intercom circuits and video circuits can be routed with line-level circuits, if separate conduit is not furnished for these circuits.
   3. Where circuits are exposed in the equipment racks or large junction or pull boxes, the circuits shall be bundled according to function. Use plastic cable ties to bundle cables and provide as much separation as reasonable.

N. WIRE SPLICING
   1. Audio and video circuits shall not be spliced except as shown on approved shop drawings.
   2. All solder connections shall be made with soldering iron and rosin core solder. The AV Integrator shall check all solder connections for “cold” solder joints.
   3. All audio circuits terminating to screw-type connectors shall be installed with non-insulated brazed seam spade lugs of the proper size for wire and screw connection.

O. LABELING AND PLACE CARDS
   1. All labeling of wiring within equipment racks, consoles, or other areas obscured from direct view shall be of adhesive backed strips comprised of numbers and letters as required. Wire markers shall be near both ends of wire termination.
   2. All labeling of exposed wiring, such as found at the rear of the mixing console shall be typewritten identifying each cable and covered with clear heat shrink tubing near the cable end.
   3. Embossed plastic tape labeling, such as DYMO, shall not be acceptable.
   4. Within each rack and at other remote locations for technical system equipment, label all associated AC power receptacles reflecting the appropriate circuit breaker. Ensure that the circuit breakers are labeled as to the rack or remote equipment location.
P. VIDEO INSTALLATION
1. All video circuits, except as indicated otherwise, shall be single conductor shielded, 75-ohm coaxial cable. Shields for video circuits shall be grounded only at the connected equipment and shall not ground at electrical conduit at wall boxes, etc.
2. Soldering of video connectors will not be permitted.
3. All video connections shall be made with the specified connector.

Q. AUDIO INSTALLATION
1. Unless otherwise noted, all audio circuits shall be two wires with shield, with the red or white wire used for the "high" side of the line and connected to pin 2 of microphone connectors or to the "tip" of patch panel and other phone jacks. The black wire shall be used for the "low" side of the line and shall connect to pin 3 of microphone connectors or to the "ring" of phone jacks. The shield (drain) wire shall connect to pin 1 of microphone connectors or to the sleeve of phone jacks.
2. All audio circuits (red or white and black conductors) shall be ungrounded, except as provided by single ended amplifier inputs and where grounding of an unbalanced circuit is directed during system tests. Shields for line level audio circuits shall be grounded to rack sheet metal at each cable termination. Where line level audio circuits connect to audio transformers, shields shall connect to transformer electrostatic shields and case grounds. At each cable termination shield or shield drain, wire length shall be approximately equal to the length of the insulated conductors. Shield drain wires shall be sheathed in green PVC sleeving or clear Teflon sleeving sized appropriately for conductor gauge. Circuit shields shall not otherwise connect to each other nor ground to electrical conduit at wall boxes, etc. Microphone circuit shields shall be grounded only at mixer inputs.
3. Where resistors are indicated to terminate an audio circuit, install each resistor at the end of the line at the input to the following transformer or amplifier. High impedance circuits shall not extend more than 20 feet.
4. All wire joints and connections in the audio system shall be made with rosin core solder and a small soldering iron; or with approved mechanical connectors. Soldering shall be neat and shall not exhibit "cold" solder joints. Connections to screw type terminals shall be made with mechanically connected un-insulated, spade type lugs selected for the particular wire size in use.
5. Connections made with miniature screw actuated, pressure type terminal strips shall be made by stripping approximately 1/4-inch of insulation from stranded conductor, inserting the un-tinned wire into the pressure terminal, and tightening the terminal screw using a small screwdriver which securely fits the screw head.
6. All crimp type connectors, including non-insulated butt connectors for inline loudspeaker circuit connections, shall be crimped with a Thomas & Betts model WT111 M tool. Spade tongue terminals shall be crimped with the notch on the barrel opposite the seam.
7. Loudspeakers shall be installed so there are no obstructions to the loudspeaker coverage pattern and shall be connected "in phase" and proper impedance matching shall be maintained between amplifiers and loudspeakers. As required for proper acoustic levels and proper aiming, re-tap selected loudspeaker transformers and re-orientate selected loudspeakers or loudspeaker clusters during final system tests and adjustments.
8. Tie-wrap and secure all loudspeaker line matching transformer leads and loudspeaker cable away room loudspeakers to prevent "rattling" when loudspeakers are energized. All cut transformer inputs shall be individually protected from shorting against one another or other metal objects.

R. PHYSICAL INSTALLATION
1. Equipment Racks:
a. Racks are existing and shall be re-used. Verify that the existing racks are installed plumb and square without twists in the frames or variation in level between the racks.
b. Firmly secure all equipment in place unless requirements of portability dictate otherwise.

2. Cabling Harness:
   a. Any exposed cabling harnesses are to be concealed and neatly bundled in black expandable "Tech Flex" type harnessing sheath. Before installation, the sheath shall be cut to length and ends burned to prevent unravel. When installed, the ends shall be turned into themselves and secured with flush-cut tie wraps.

3. Floor and Wall Plates:
   a. All connection plates (wall, floor, etc.) will be secured with appropriate fasteners and installed plumb and level.

4. Projection Devices and Screens:
   a. Audio-Visual Integrator shall field verify all projection throw distances before finalized mounting installation.
   b. Projection devices shall be placed within the rooms to properly fill projection screens.
   c. Projection devices shall be installed at proper heights to the screen placements to allow for proper projection utilizing the minimum necessary horizontal and vertical keystone adjustments.

5. Mounting to Building Structure
   a. Building structural members shall not be modified without consultation with and approval of a Structural Engineer.
   b. Do not fabricate or install supports that will overload the building structure. Supports shall be installed to overhead structure capable of supporting five times the weight of the mount, and equipment combined.
   c. All Mounting methods of each device type and mounting type shall be shown on submittal drawings and approved by the Owner prior to installation.
   d. Do not drill or cut concrete beams, joists or structural steel, and do not weld to structural steel.
   e. Beam clamps are to be used to anchor strut and threaded rod to structure such as I-beams, Z bar, etc.
   f. Attachment hardware with a minimum SAE Grade 8 load rating and a safety factor of at least 5 are to be used.
   g. Screens, wall mounted devices, projector / display mounts, or sub-mounts are to be installed plumb and level.

3.4 INTERFACE WITH OTHER WORK

A. Coordinate all required interfaces with Telecom, Electrical, Mechanical and Architectural. This shall include interface with Emergency Notification systems to mute all audio in music systems upon activation.

3.5 CLEANING AND PROTECTION

A. Jobsite to remain organized during construction. All efforts must be made to protect existing finishes and equipment. Any devices altered during construction are to be brought back to existing or better condition upon completion of construction.

3.6 DEMONSTRATION/ INSPECTION

A. Upon completion of the approved testing procedure and submittal of the testing documentation plan, the Audio-Visual Integrator shall notify the Consultant, who will visit the project for a
demonstration of the systems and an inspection of the completed work in conformance of the Construction Documents. It is mandatory for a representative from the AV Integrator directly responsible for the project to be present during demonstration and inspection periods.

B. Items which do not comply, or which function incorrectly will be listed. The Consultant will submit the list to the AV Integrator, General Contractor.

C. After all corrections have been made, the contractor shall notify the Consultant who will recheck the system for compliance of all items listed. IF THE COMMISIONING AGENT IS REQUIRED TO RETURN TO THE SITE FOR FURTHER INSPECTIONS, THE AV INTEGRATOR SHALL REIMBURSE ALL LABOR AND TRAVEL EXPENSES.

3.7 SCHEDULE

A. All work to be scheduled with the Owner for the project.

END OF SECTION
APPENDIX A

4.0 AV Work Related Responsibilities Work Sheet

The Following work sheet outlines where the AV Integrator responsibilities end concerning the building Audio Visual Systems:

<table>
<thead>
<tr>
<th>Responsibilities</th>
<th>Consultant</th>
<th>Audio-Visual Contractor</th>
<th>Electrical Contractor</th>
<th>Low Voltage Contractor</th>
<th>General Contractor</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ELECTRICAL &amp; NETWORK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide and install conduit</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide and install power</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide and install LAN</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide IP addresses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>CABLING</strong></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Provide low voltage permits</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide all cabling</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide all cable numbering</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide cable pull list</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide connectors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pull all audio-visual cables</td>
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<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EQUIPMENT &amp; MATERIALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Provide projectors, displays, and mounting brackets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide above ceiling Unistrut and hardware to support displays</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide all remaining AV equipment</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>MOUNTING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install all ceiling and wall mounted flat screen displays</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide any required wall backing to support displays</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceiling grid trim work around projection screens</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install projector mounts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install projectors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install ceiling speakers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install any custom wall plates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install rack mounted equipment in vertical equipment racks</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>TERMINATIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceiling speakers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Ceiling mounted projectors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Wall or ceiling mounted displays</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>All on-site rack connections</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>TESTING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projector alignment and focusing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Display setup</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Crestron DM setup</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Load Crestron program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Test Crestron program</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Set audio DSP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

SPECIAL SYSTEMS
August 28, 2020
Design Documents
271000-15
APPENDIX B

5.0 AV Acceptable Equipment List.

The following equipment list outlines the recommended equipment, manufacturer, and part number of each itemized component. Every effort has been made to provide a good faith extensive list. It will be the awarded AV integrator’s responsibility to provide complete “turn-key” systems. Quantities to make complete working systems will be the sole responsibility of the AV Integrator.

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>MANUFACTURER</th>
<th>PART #</th>
<th>AUDIO/VISUAL ITEM DESCRIPTION</th>
<th>QTY.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE - DISPLAY DEVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Panasonic</td>
<td>PT-RZ770LBU</td>
<td>7,000 Lumen Laser Projector (Truman)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Panasonic</td>
<td>ET-DLE350</td>
<td>Long Throw Lens (Truman)</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Panasonic</td>
<td>PT-RZ770LBU</td>
<td>7,000 Lumen Laser Projector (Cohen)</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Chief</td>
<td>VCM76P</td>
<td>Projector Mount (Truman &amp; Cohen)</td>
<td>2</td>
</tr>
<tr>
<td>BASE - VIDEO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5a</td>
<td>Crestron</td>
<td>DM-NVX-350</td>
<td>AVoIP Encoder/Decoder</td>
<td>8</td>
</tr>
<tr>
<td>5b</td>
<td>Crestron</td>
<td>DM-NVX-E30</td>
<td>AVoIP Encoder</td>
<td>2</td>
</tr>
<tr>
<td>5c</td>
<td>Crestron</td>
<td>DM-NVX-D30</td>
<td>AVoIP Decoder</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Luxul</td>
<td>AMS-4424P</td>
<td>26 Port/24 PoE+ Stackable L2/L3 Managed Switch</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Extron</td>
<td>60-1583-01</td>
<td>DTP CrossPoint 82 4K: 8x2 Seamless 4K Scaling Presentation Matrix Switch</td>
<td>1</td>
</tr>
<tr>
<td>8a</td>
<td>Extron</td>
<td>60-1457-02</td>
<td>IN1604 HD:Four Input Scaler with HDMI Output</td>
<td>1</td>
</tr>
<tr>
<td>8b</td>
<td>Extron</td>
<td>60-1081-01</td>
<td>IN1606: Six Input HDCP-Compliant Scaling Presentation Switcher</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Denon</td>
<td>DN-500BD MKII</td>
<td>Blu-Ray, DVD and CD/SD/USB Player</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>Sony</td>
<td>BDP-S6700</td>
<td>4K-Upscaling Blu-ray Disc Player</td>
<td>1</td>
</tr>
<tr>
<td>BASE - AUDIO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Crestron</td>
<td>TS-1542-TILT-B-S</td>
<td>15.6 in. HD Touch Screen, Tabletop Tilt, Black Smooth</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Listen Technologies</td>
<td>LT-800-072-01</td>
<td>Stationary RF Transmitter (72 MHz)</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Listen Technologies</td>
<td>LA-326</td>
<td>Universal Rack Mounting Kit</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Listen Technologies</td>
<td>LA-122</td>
<td>Universal Antenna Kit</td>
<td>1</td>
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<tr>
<td>15</td>
<td>Listen Technologies</td>
<td>LR-4200-072</td>
<td>Intelligent DSP RF Receiver (72 MHz)</td>
<td>6</td>
</tr>
<tr>
<td>16</td>
<td>Listen Technologies</td>
<td>LA-401</td>
<td>Universal Ear Speaker</td>
<td>6</td>
</tr>
<tr>
<td>17</td>
<td>Listen Technologies</td>
<td>LA-430</td>
<td>Intelligent Ear Phone/Neck Loop Lanyard</td>
<td>2</td>
</tr>
<tr>
<td>18</td>
<td>Listen Technologies</td>
<td>LA-380</td>
<td>Intelligent 12-Unit Charging/Carrying Case</td>
<td>1</td>
</tr>
</tbody>
</table>
### BASE - CONTROL

<table>
<thead>
<tr>
<th>No.</th>
<th>Brand</th>
<th>Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Crestron</td>
<td>CP3N</td>
<td>Control Processor</td>
</tr>
<tr>
<td>20a</td>
<td>Crestron</td>
<td>TSW-560-B-S</td>
<td>5 in. Touch Screen, Black Smooth (Truman Lectern &amp; Cohen)</td>
</tr>
<tr>
<td>20b</td>
<td>Crestron</td>
<td>TSW-560-TTK-B-S</td>
<td>Tabletop Kit for TSW-560, Black Smooth (Cohen)</td>
</tr>
<tr>
<td>21</td>
<td>Crestron</td>
<td>TSW-760-B-S</td>
<td>7 in. Touch Screen, Black Smooth (Truman Control Booth &amp; Rack)</td>
</tr>
<tr>
<td>22</td>
<td>Crestron</td>
<td>TSW-760-TTK-B-S</td>
<td>Tabletop Kit for TSW-760, Black Smooth</td>
</tr>
<tr>
<td>23</td>
<td>Crestron</td>
<td>TSW-560/760-RMK-1</td>
<td>Rack Mount Kit for TSW-760</td>
</tr>
</tbody>
</table>

### ADD ALTERNATE #1 - ADDITIONAL WIRELESS MICS

<table>
<thead>
<tr>
<th>No.</th>
<th>Brand</th>
<th>Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Sennheiser</td>
<td>EW 300 G4-865-S</td>
<td>Consists of 1 SKM 300 G4-S handheld with mute switch, 1 MME 865-1 capsule (supercardioid, condenser), 1 EM 300-500 rackmount receiver, 1 GA3 rack kit and 1 mic clip.</td>
</tr>
<tr>
<td>A2</td>
<td>Sennheiser</td>
<td>SK 300 G4-RC</td>
<td>Robust bodypack transmitter for use with any Sennheiser headmic or lavaliar microphone</td>
</tr>
<tr>
<td>A3</td>
<td>Sennheiser</td>
<td>ME 2-II</td>
<td>Small omni-directional clip-on microphone for speech and vocal applications.</td>
</tr>
<tr>
<td>A4</td>
<td>Sennheiser</td>
<td>ASA 214-UHF</td>
<td>Active Antenna Combiner</td>
</tr>
<tr>
<td>A5</td>
<td>Sennheiser</td>
<td>A1031-U</td>
<td>Passive omni-directional Antenna</td>
</tr>
</tbody>
</table>

### ADD ALTERNATE #2 - 2ND AUDIO PRESS BOX

<table>
<thead>
<tr>
<th>No.</th>
<th>Brand</th>
<th>Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Whirlwind</td>
<td>PB12</td>
<td>12-Out Press Box</td>
</tr>
<tr>
<td>B2</td>
<td>Whirlwind</td>
<td>WP1B/1MNS</td>
<td>Wall Panel, Single gang, XLR-M, Black</td>
</tr>
</tbody>
</table>

### ADD ALTERNATE #3 - TURNER VIDEO

<table>
<thead>
<tr>
<th>No.</th>
<th>Brand</th>
<th>Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Panasonic</td>
<td>PT-RZ570WU</td>
<td>5,400 Lumen Laser projector</td>
</tr>
<tr>
<td>C2</td>
<td>Denon</td>
<td>DN-500BD MKII</td>
<td>Blu-Ray, DVD and CD/SD/USB Player</td>
</tr>
<tr>
<td>C3</td>
<td>Crestron</td>
<td>HD-RX-4K-510-C-E-SW4</td>
<td>4K Multiformat 5x1 AV Switch and Receiver with 4-Port Ethernet Switch</td>
</tr>
<tr>
<td>C4</td>
<td>Crestron</td>
<td>HD-TX-201-C-2G-E-B-T</td>
<td>HDMI® over CATx Transmitter &amp; 2x1 Auto-Switcher w/VGA &amp; Analog Audio, Wall Plate, Black Textured</td>
</tr>
<tr>
<td>C5</td>
<td>Crestron</td>
<td>HD-TX-101-C-1G-E-B-T</td>
<td>HDMI® over CATx Transmitter, Wall Plate, Black Textured</td>
</tr>
<tr>
<td>C6</td>
<td>Crestron</td>
<td>MPC3-101-B</td>
<td>3-Series® Media Presentation Controller 101, Black</td>
</tr>
</tbody>
</table>
Attachment B
BID COST/CHARGES FORM

DATE: ______________________________

Bid of: ____________________________________________, (herein after called Bidder), a Corporation/Partnership/an Individual doing business as ____________________________________________________________.

TO: The Kansas City Public Library (hereinafter called the Owner).

Submitted by authorized representative:

<table>
<thead>
<tr>
<th>Firm</th>
<th>FEI/SSN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Typed Name &amp; Title</td>
</tr>
<tr>
<td>Address</td>
<td>City, State, Zip Code</td>
</tr>
<tr>
<td>Telephone</td>
<td>Fax Number</td>
</tr>
</tbody>
</table>

Bidder acknowledges receipt of the following addenda in the event subsequently issued.

________________________________________________________________________

The Bidder, in compliance with the Library’s Invitation to Bid for Truman Forum Audio-Visual Systems Upgrade and having examined the Invitation to Bid with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Bid proposal, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Bidder proposes to bring the work to a state of Substantial Completion in _______ number of Calendar Days.

TOTAL PRICE: The Bidder proposes to perform the work shown/described in the bidding documents for the sum of:

__________________________ Dollars ($_______ . ____)

Alternate #1 (Six additional microphone systems): __________ Dollars ($______ . ____)
Alternate #2 (Press box connection): ___________ Dollars ($____ . ____)
Alternate #3 (Replace existing video and control systems): ___________ Dollars ($______ . ____)

NOTE: A Word copy of this Bid Cost/Charges Form can be provided upon request; please email purchasing@kclibrary.org to request a copy.
AGREEMENT made as of the «  » day of «  » in the year «  »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Kansas City Urban Public Library District » «  »
« 14 West 10th Street »
« Kansas City, MO 64105 »
«  »

and the Contractor:
(Name, legal status, address and other information)

«  »
«  »
«  »
«  »

for the following Project:
(Name, location and detailed description)

« Kansas City Public Library – Plaza Branch – Truman Forum Audio-Visual Systems »
« 4801 Main St »
« Kansas City, MO 64112 »

The Audio-Visual Consultant (“AV Consultant”):
(Name, legal status, address and other information)

« Conference Technologies, Inc. » «  »
« 13228 West 99th Street »
« Lenexa, KS 66215 »
«  »

The Owner and Contractor agree as follows.

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</table>

**ARTICLE 1   THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1. this Agreement signed by the Owner and Contractor;
2. the drawings and specifications prepared by the AV Consultant, attached as Exhibits 1-A and 1-B, respectively;
3. addenda prepared by the AV Consultant as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
5. other documents, if any, identified as follows:

- 1. Exhibit 2: Annual Wage Order and Affidavit of Compliance
- 2. Exhibit 3: Affidavit of Work Authorization
ARTICLE 2   DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
The date of commencement shall be upon the Owner’s written notice to proceed. (Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

[ ☐ ] Not later than «  » ( «  » ) calendar days from the date of commencement.

[ ☐ ] By the following date: «  »

ARTICLE 3   CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«  » ($ «  »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

<table>
<thead>
<tr>
<th>Portion of the Work</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: (Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«  »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 3.5 Unit prices, if any, are as follows: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 4   PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment approved by Owner, and submitted with all supporting documentation and waivers required by this Agreement, the Owner shall pay the Contractor, in accordance with Article 12. For each payment made prior to Substantial Completion of the Work, the Owner may withhold retainage in the amount of 10% from the payment otherwise due.
§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

« Ten percent (10%) simple interest per annum »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 » ) each occurrence, « Two Million Dollars » ($ « 2,000,000 » ) general aggregate, and « Two Million Dollars » ($ « 2,000,000 » ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 » ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than « One Million Dollars » ($ « 1,000,000 » ) each accident, « One Million Dollars » ($ « 1,000,000 » ) each employee, and « One Million Dollars » ($ « 1,000,000 » ) policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises - operations, X - C - U - Required.</td>
<td></td>
</tr>
<tr>
<td>Independent Contractor’s Protective.</td>
<td></td>
</tr>
<tr>
<td>Products and Completed Operations.</td>
<td></td>
</tr>
<tr>
<td>Personal Injury Liability with employment exclusion deleted.</td>
<td></td>
</tr>
<tr>
<td>Contractual.</td>
<td></td>
</tr>
<tr>
<td>Owned, non-owned and hired motor vehicle.</td>
<td></td>
</tr>
<tr>
<td>Broad Form Property Damage including completed operations.</td>
<td></td>
</tr>
</tbody>
</table>

§ 5.2 Intentionally omitted.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12. Liability insurance coverage required by this Agreement shall include all major divisions of coverage and be on a comprehensive basis including:
Endorsement for per project aggregate.

§ 5.4 Prior to commencement of the Work, Contractor shall furnish to the Owner Certificates of Insurance evidencing insurance coverages not less than the limits indicated above. Owner shall be named as an additional insured on the General (and Umbrella Liability, if any) and Automobile Liability Policies of insurance. Certificates of Insurance shall show the additional insureds, where required, and shall provide that the insurance policy will not be canceled without thirty (30) days prior written notice to the Owner. The Contractor shall require its Subcontractors to furnish such certificates as well verifying that the Owner is named as an additional insured on all policies required of Subcontractors. The maintenance in full current force and effect of such forms and amounts of insurance required by this Agreement shall be a condition precedent to the Contractor’s enforcement of any rights under this Agreement.

§ 5.5 Contractor waives all rights against Owner, and agents and employees of Owner, for recovery of damages covered under Contractor’s insurance policies required by this Agreement.

ARTICLE 6   GENERAL PROVISIONS
§ 6.1 The Contract
The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work
The term “Work” means the construction and services required by the Contract Documents, and reasonably inferable therefrom, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents
Documents prepared by the AV Consultant are instruments of service for use solely with respect to this Project. Ownership of the instruments of service is governed by the agreement between Owner and the AV Consultant. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, and, to the extent the AV Consultant has retained rights in the instruments of service, the AV Consultant.

§ 6.5 Intentionally omitted

ARTICLE 7   OWNER
§ 7.1 Information and Services Required of the Owner
§ 7.1.1 If requested by the Contractor, and reasonably necessary to perform the Work, the Owner shall furnish all necessary surveys and a legal description of the Project. Information furnished by the Owner, if any, regarding surveys, subsurface investigation reports, soil borings, and other material of a similar nature is for general information only and is not a guarantee of the completeness or accuracy of such information, unless specifically noted otherwise herein. Contractor shall verify all existing grades, conditions and dimensions of existing physical conditions and structures and shall report any inconsistencies in writing to the Owner. Contractor shall establish all lines and levels required to execute the Work and shall bear all costs involved, and shall be responsible for their accuracy and maintenance.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary permits, fees, approvals, easements, assessments, and charges.

§ 7.1.3 Intentionally omitted.
§ 7.2 Owner’s Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor. In no event shall Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in Contract Documents.

§ 7.4 Owner’s Right to Perform Construction and to Award Separate Contracts
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner’s own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR
§ 8.1 Review of Contract Documents and Field Conditions by Contractor
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Project site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner. Additionally, Contractor shall evaluate and satisfy itself as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, conditions, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by Contractor to comply with these requirements.

§ 8.1.3 The exactness of grades, elevations, dimensions, or locations given in any Drawings, or the work installed by other contractors, if any, is not guaranteed by the Owner. Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Project site all dimensions relating to such existing or other work. Any errors due to Contractor’s failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by Contractor without any additional cost to Owner.

§ 8.2 Contractor’s Construction Schedule
The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s information a Contractor’s construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures
§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work, and for providing a safe place for the performance of the Work. Owner assumes no responsibility or liability for the safety of the Project site or any improvements located on the Project site.
§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, the names of subcontractors or suppliers, if any, for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 8.4 Labor and Materials
§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty
The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes
The Owner, as a public entity, is entitled to sales tax exemption and Contractor shall not include the cost of sales tax in the Contract Sum, or any other taxes subject to exemption. The Owner shall furnish a certificate of tax exemption to the Contractor for use exclusively on this Project.

§ 8.7 Permits, Fees and Notices
§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals
The Contractor shall promptly review, approve in writing, and submit to the Owner and AV Consultant shop drawings, product data, samples, and similar submittals required by the Contract Documents, if any. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site
The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. The Contractor shall be responsible for any damage caused to adjacent property by the Contractor, its Subcontractors or Suppliers during the course of their Work on the Project.

§ 8.11 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. If the Contractor fails to clean up within twenty-four (24) hours from written notice from Owner, the Owner may do so and shall be entitled to reimbursement from the Contractor, the cost of which shall be deducted from the Contractor’s next following Application for Payment. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.
§ 8.12 Indemnification
To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, and agents and employees of the Owner (collectively, the “Indemnities”, plural or “Indemnitee” singular), from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor’s obligations under this Section 8.12 shall survive any termination of this Agreement or completion of the Project. In claims against any Indemnitee indemnified under this Section 8.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the defense, indemnity and hold harmless obligations under this Section 8.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts. Contractor shall include in its subcontracts for the Project the requirement that the Subcontractors defend, indemnify and hold harmless the Indemnites for any claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work.

ARTICLE 9 AV CONSULTANT
§ 9.1 The AV Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The AV Consultant may visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The AV Consultant will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility. The AV Consultant will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Intentionally omitted.

§ 9.5 The AV Consultant has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 If required by the Contract Documents, the AV Consultant will review and approve or take appropriate action upon Contractor’s submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 Intentionally omitted.

§ 9.8 Intentionally omitted.

§ 9.9 Intentionally omitted.

ARTICLE 10 CHANGES IN THE WORK
§ 10.1 Changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor, or by written Construction Change Directive signed by the Owner, and any change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or Construction Change Directive. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of additions, deletions, or other revisions to the Work, and no claim that the Owner has been unjustly enriched by any additions, deletions, or other revisions to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.
Upon issuance of a Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Contractor. The Contractor shall proceed with such minor changes promptly, provided that if the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and shall not proceed to implement the change in the Work.

§ 10.3 If concealed or unknown physical conditions are encountered at the Project site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time, or both, may be subject to equitable adjustment.

§ 10.4 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the Contractor and Owner or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor’s actual cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due under Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Contractor will prepare a Change Order.

ARTICLE 11   TIME
§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor’s control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12   PAYMENTS AND COMPLETION
§ 12.1 Contract Sum
The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment
§ 12.2.1 Progress payments shall be applied for once monthly at the end of each month. For each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Application shall be supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. The Application shall reflect retainage that may be withheld by Owner. Payments shall be made on account of materials and equipment delivered and suitably stored at the Project sites for subsequent incorporation in the Work. Contractor shall submit with each application for progress payment a release and lien waiver in form and content satisfactory to the Owner by which the Contractor (and its subcontractors and suppliers, if required by Owner) shall waive and release and defend and indemnify the Owner, the real property and improvements on which the Project is located from any and all demands and claims for payment, and any and all lien claims and lien rights, with respect to any and all labor, equipment and materials furnished to the Project by Contractor and/or its employees, subcontractors and suppliers up through and including the date of the release and lien waiver. It is understood and agreed that Contractor’s submittal of such release and lien waiver shall be an absolute condition precedent to Owner’s obligation to issue any progress payment to Contractor on the Project.
§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner’s interests.

§ 12.3 Intentionally omitted

§ 12.4 Progress Payments
§ 12.4.1 Not later than 30 days after receipt of the Contractor’s Application for payment, the Owner shall either (1) make payment to the Contractor in the full amount of the Application for Payment; (2) make payment to the Contractor for such amount as the Owner determines is properly due, and notify the Contractor in writing of the reasons for withholding amounts from the Application; or (3) withhold the full amount of the Application for Payment, and notify Contractor in writing of the reason for withholding the full amount of the Application.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. The Contractor agrees that monies received for the performance of this Agreement shall be used first for payment of labor, material, equipment, supplies and services entering into the Work under this Agreement, and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts until all obligations under or in connection with this Agreement are satisfied in full. In the event that any Subcontractor or material supplier to the Contractor files a mechanic’s lien against the Project, or property on which the Project is located, Contractor shall discharge such lien within ten (10) days. If not so discharged, the Owner may withhold one hundred fifty percent (150%) of the amount of the lien to protect the Owner until such lien is released and satisfied. The Owner reserves the right to pay off such lien if it appears after due investigation that the money is owed by the Contractor, and to deduct such sum plus associated legal fees from the remaining Contract Sum.

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents. In taking action on the Contractor’s Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted by the Contractor; that the Owner has made exhaustive or continuous on-site inspections; or that the Owner has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Agreement.

§ 12.5 Substantial Completion
§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, provided, however, that, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction necessary for the beneficial occupancy of the Project and whose procurement is the responsibility of the Contractor.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof.

§ 12.6 Final Completion and Final Payment
§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work.

§ 12.6.2 Final payment, constituting the entire unpaid balance of the Contract Sum shall be made by the Owner to the Contractor only after each of the following have occurred:
.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work and to satisfy other requirements in the Contract Documents, if any, which extend beyond final payment;
.2 Contractor has assembled and delivered to Owner final release and lien waivers from the Contractor (and its subcontractors and suppliers, if required by Owner), and all warranties, operations and maintenance manuals, record drawings and other close-out documents required by the Contract Documents;
.4 intentionally omitted;
.5 a final Certificate of Occupancy has been issued for the Project, if required;
.6 AIA Documents G706 and G706A are executed, if required by Owner; and
.7 all punch list items have been completed to the satisfaction of Owner.

Not later than 30 days after all the above conditions have been satisfied, the Owner shall make the final payment to the Contractor.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of all claims by that payee against the Owner arising out of or related to the Project, except those claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13  PROTECTION OF PERSONS AND PROPERTY
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the Project site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14  CORRECTION OF WORK
§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing. If prior to the date of Substantial Completion the Contractor, a subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work or existing improvements at the location of the Project, the Contractor shall cause such item to be restored to “like new” condition at no expense to the Owner.

§ 14.2 In addition to the Contractor’s other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. The one (1) year period for correction Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Nothing contained in this Section 14.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents, nor relieve the Contractor of liability for defects which are first noticed more than one (1) year from Substantial Completion. Establishment of the one-year period for correction of Work as described in Section 14.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15  MISCELLANEOUS PROVISIONS
§ 15.1 Assignment of Contract
Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
§ 15.2 Tests and Inspections
§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT
§ 16.1 Termination by the Contractor
If the Owner fails to make payment properly due as provided in Section 12.4.1 for a period of thirty (30) days, the Contractor may, upon seven additional days’ written notice to the Owner, suspend Work until payment is made. If the suspension lasts more than sixty (60) days, the Contractor may, on seven (7) additional days’ written notice, terminate the Contract and recover from the Owner payment for Work properly executed.

§ 16.2 Termination by the Owner for Cause
§ 16.2.1 The Owner may terminate the Contract if the Contractor
.1 refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 is otherwise guilty of breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may
.1 take possession of the Project sites and of all materials thereon owned by the Contractor, and
.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience
The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work properly executed. If any termination for cause by Owner is determined to be wrongful, it shall be deemed a termination for convenience under this provision.

ARTICLE 17 OTHER TERMS AND CONDITIONS
(Insert any other terms or conditions below.)

« § 17.1 The Contractor and all of its Subcontractors must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo., unless such employee has previously completed the program and has documentation evidencing completion. The contractor shall forfeit as a penalty to the contracting public body two thousand five hundred dollars plus one hundred dollars for each employee employed by
the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

§ 17.2 Pursuant to State of Missouri’s RSMO 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The Contractor shall comply with the provisions of Section 285.525 through 285.550 of the State of Missouri Statutes and execute and notarize the affidavit attached hereto as Exhibit 3, Affidavit of Work Authorization. Execution of Exhibit 3 by the Contractor shall be a condition precedent to the Contractor’s exercise or enforcement of any rights under this Agreement and payment of any sums due and owing the Contractor by the Owner.

§ 17.3 Claims by the Contractor must be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner. Claims not timely made, in writing, by the Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any Claim out of time by the Owner shall not create any precedent or “course of dealing” between the Owner and the Contractor, nor shall it waive the Owner’s right to insist on strict adherence by the Contractor to the Contract claims procedures.

§ 17.4 Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 17.5 MEDIATION
§ 17.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 17.5.2 The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 17.5.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 17.5.4 If the parties do not resolve a dispute through mediation pursuant to this Section 17.5, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Exclusive jurisdiction and venue for any legal action to enforce any provision of this Agreement shall be in a court situated in Jackson County, Missouri.

§ 17.6 SUBCONTRACTORS
§ 17.6.1 A “Subcontractor” is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the Project sites.

§ 17.6.2 Unless otherwise stated in the Contract Documents, as soon as practicable after award of the Contract, the Contractor shall notify the Owner, in writing, of the Subcontractors, if any, proposed for each principal portion of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner has made reasonable written objection within ten (10) days after receipt of the Contractor’s list of Subcontractors. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 17.6.3 Contracts between the Contractor and Subcontractors shall: (1) to the extent of the Work to be performed by the Subcontractor, require each Subcontractor to be bound to the Contractor by the terms of the Contract.
Documents and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward the Owner; and (2) allow the Subcontractor the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 17.7 Contractor shall pay all workers performing work under the Contract not less than the prevailing hourly rate of wages required by applicable laws, including as set out in any applicable wage order issued under applicable laws or regulations. The current wage order is included in Exhibit 2. The Owner may, at any time, request and inspect the Contractor’s payrolls for the Project to verify compliance with prevailing wage laws and regulations. Any change in the prevailing hourly rate of wages or court decision shall not be the basis of any Claim by the Contractor. The Contractor shall forfeit a penalty to the contracting public body of One Hundred Dollars ($100.00) per day (or portion of a day) for each worker that is paid less than the prevailing rate for any Work done under the Contract by the Contractor or by any of its Subcontractors.

§ 17.8 The Contractor and all its Subcontractors shall file with the Owner an Affidavit of Compliance, in the form attached as Exhibit 2, verifying compliance with all requirements of the prevailing wage law. Such Affidavit of Compliance from the Contractor and each of its Subcontractors shall be a condition precedent to the Contractor’s right to final payment.

§ 17.9 The Contractor shall furnish payment and performance bonds in the amount of at least one hundred percent (100%) of the Contract Sum, or such greater amount as required by law, covering faithful performance of the Contract and payment of obligations arising thereunder. No payments shall be due until the Contractor furnishes fully executed original bonds to the Owner in a form and amount acceptable to Owner. The payment bond furnished by Contractor shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the Work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said Work, and for all labor performed in such Work whether by subcontractor or otherwise. Such bond shall comply with applicable laws, including Section 107.170 of the State of Missouri Statutes. Owner shall have the right to require the Contractor to furnish such other bonds as set forth in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, or as reasonably required by the Owner after execution of the Contract and subject to agreement on a Change Order or issuance of a Construction Change Directive.

§ 17.10 Either party’s failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of such party’s right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

§ 17.11 The rights and remedies of the parties with respect to failure of the other party to comply with the terms of this Agreement are not exclusive. The exercise thereof shall not constitute an election of remedies, and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law, in equity or otherwise.

§ 17.12 The invalidity or unenforceability of any provision of this Agreement that is not fundamental to the nature of the contract shall not affect the validity or enforceability of any other provision. Any such invalid or unenforceable provision shall be deemed severed from this Agreement, and the remainder of the Agreement shall be construed and enforced as if this Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 17.13 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same document. An electronic transmission in .pdf format of a signed counterpart of this Agreement will be sufficient to bind the party or parties to whose signature(s) appear(s) thereon.

§ 17.14 This Agreement contains the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.
§ 17.15 This Agreement may not be modified or amended other than by an agreement in writing signed by both of the parties. »

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

<table>
<thead>
<tr>
<th>OWNER (Signature)</th>
<th>CONTRACTOR (Signature)</th>
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<tbody>
<tr>
<td>« »« »</td>
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</tbody>
</table>

(Printed name and title)

LICENSE NO.:
JURISDICTION:
MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

I, ________________________________, upon being duly sworn upon my oath state that: (1) I am the ___________________________ of ________________________________ ; (2) all requirements of §§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company’s work on ________________________________ ;

(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company’s work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. ____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _________________ County, Missouri, and completed on the ____ day of ________________, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

______________________________

Signature

Subscribed and sworn to me this ____ day of ________________, _____.

My commission expires ____________________________, _____.

Notary Public

Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 27
Section 048
JACKSON COUNTY

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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: ____________________________ March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations
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</table>

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. 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.

ANNUAL WAGE ORDER NO. 27
## OCCUPATIONAL TITLE

<table>
<thead>
<tr>
<th>Occupation</th>
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<td>Group III</td>
<td></td>
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</table>

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 less than 1,000 reportable hours for this occupational title. 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.**
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.
Exhibit 3

AFFIDAVIT OF WORK AUTHORIZATION

I, ______________________, of lawful age and being first duly sworn my oath, state as follows to the Kansas City Urban Public Library District, a political subdivision of the State of Missouri:

1. In accordance with R.S.Mo. § 285.530(2) ____________________________ (“Contractor”) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services for ________________ (the “Project”) for the duration of the contract, if awarded.

2. I also affirm that Contractor does not and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services related to the Project for the duration of the contract, if awarded.

3. Furthermore, I also affirm that all subcontractors working on this contract for services to the Kansas City Public Library shall affirmatively state in writing in their contracts with Contractor that they are not in violation of R.S.Mo. § 285.530(1), and shall not thereafter be in violation. Alternatively, the subcontractor shall submit to the Contractor a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

FURTHER AFFIANT SAYETH NAUGHT.

__________________________________________
(Signature)
Dated: ____________________________________

STATE OF ____________

) ss.
COUNTY OF ____________

Subscribed and sworn to before me this ___ day of __________, 20__.