INVITATION TO BID
TENNIS COURT REPAIRS

DEPARTMENT OF PARKS AND RECREATION

The City of Des Peres is soliciting bids from qualified contractors to fill cracks, paint and reline 2 tennis courts (#5 and #6) in Des Peres Park, 12325 Manchester Road, Des Peres, Missouri.

Sealed bids will be accepted until 2:00 p.m., Wednesday, August 29, 2012 at which time they will be opened publicly and read aloud in the Council Chamber in Des Peres City Hall. Bids should be submitted to:

Des Peres City Clerk
Des Peres City Hall
12325 Manchester Road
Des Peres, Missouri  63131

Bids may be delivered in person, by carrier or by mail. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. No late bids will be considered.

Bids must be submitted in a sealed envelope clearly marked “Des Peres Park Tennis Courts.” Include the date and time of the bid opening on the front of the envelope.

The City reserves the right to reject any and all bids and to select the bid deemed most advantageous.

The Contractor is advised that Missouri is now in a period of excessive unemployment. An immigration affidavit is to be included in the bid form.

Questions regarding this bid should be directed to Steve Braddock, Park Superintendent, City of Des Peres, by calling (314) 835-6158 or e-mail sbraddock@desperesmo.org

_________________________________________
Douglas J. Harms, Purchasing Agent
City of Des Peres, St. Louis County, Missouri 63131
CITY OF DES PERES
Des Peres Park Tennis Courts

I. INSTRUCTIONS TO BIDDERS

Please Read All Instructions Carefully

1. Bids submitted in accordance with the specifications contained herein will be received by the City of Des Peres until **2:00 p.m., Wednesday, August 29, 2012.** All sealed bids should be delivered to the Des Peres City Clerk at 12325 Manchester Road, Des Peres, Missouri, 63131.

2. Bid proposals will be opened publicly immediately following the deadline on Wednesday, August 29, 2012 in the Council Chamber of Des Peres City Hall, 12325 Manchester Road, Des Peres, Missouri, 63131.

3. The City reserves the right to reject any or all bids, to waive any technicalities and to select the bid deemed by the Mayor and Board of Aldermen to be in the best interest of the City.

4. Bid proposals are to be contained in a sealed envelope, plainly marked “Des Peres Park Tennis Courts.” Include the name of the bidder and date and time of the bid deadline on the front of the envelope.

5. Bid proposal forms (attached) must be completed and signed. Failure to complete the forms attached is cause for rejection of bids.

6. Contractors should contact Steve Braddock, Park Superintendent, for a site visit prior to submitting the bid at 314-835-6158 or e-mail sbraddock@desperesmo.org

7. Estimated completion time must be included in bid proposal. The City desires the work to be completed no later than October 19, 2012.

8. All specifications listed are intended to be preferred function and performance specifications. No specification should be construed as representing any particular brand of equipment. Bidders should propose to furnish equipment that comes closest to meeting the details of the specifications. Where deviations are necessary, bidder must specify such deviation in the “Bid Response Form,” stating why the equipment he/she proposes will render equivalent reliability or performance. Failure to detail all such deviations will provide a basis for rejection of the entire proposal.

9. The City of Des Peres is exempt from all sales tax. Exemption certificates will be furnished upon request.

10. Questions regarding this bid request should be directed to Steve Braddock, Park Superintendent for the City of Des Peres, 12325 Manchester Road, Des Peres, Missouri, 63131, 314-835-6158.

11. **No fax or verbal bids will be accepted.** Contractors are responsible for the timely delivery of bid packages to the Des Peres City Clerk. A postage meter mark is not sufficient evidence.
II. TERMS AND CONDITIONS

1. All material is to be delivered to 12325 Manchester Road, Des Peres, Missouri, 63131. Contractors shall coordinate delivery with the City of Des Peres staff.

2. The City of Des Peres reserves the right to cancel all or part of orders if shipment is not made as promised.

3. Materials and/or equipment must be shipped FOB to Des Peres City Hall, 12325 Manchester Road, Des Peres, Missouri, 63131. All shipping charges must be prepaid.

4. Prices quoted are to be firm and final; and prices shall be stated in units of quantity specified with packing, shipping and draying charges included. Any and all discounts for which the City of Des Peres qualifies should be applied and included in the bid.

5. Payment will be made through normal purchase order and invoice procedures. Before this payment is made, the Contractor shall furnish to the City a complete itemized bill, the appropriate lien waivers, and an affidavit of compliance with State prevailing wage rates and a certified copy of the payroll for this project.

6. Warranty information must be provided.

7. Each bid shall be submitted on the attached “Bid Response Form,” which shall be signed with the full name of the company submitting the proposal. The proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address and telephone number stated. An affidavit of compliance with Section 285.500 R.S.Mo., Et Seq. must be submitted with the bid.

8. Any bid proposal may be withdrawn prior to the closing time for receipt of the bids; but no bid proposal shall be withdrawn for a period of ninety days after the closing time for the receipt of the bids.

9. All conditions and specifications are incorporated by reference in any purchase order issued or contract signed.

10. Contractor must be properly licensed with federal, state and local governments and agencies. The Contractor shall comply with, and is bound by, the provisions of Missouri statues section 292.675 regarding completion of Occupational Safety and Health Administration construction safety program and any amendments thereto. It is agreed to by the Contractor that it will comply with all the terms and conditions, and requirements of the Americans with Disabilities Act (ADA), including not only in hiring practices but its employment practices and all the requisite accommodations necessary there under to comply with the ADA, as amended or as may be amended.

11. Prevailing wages paid to all workers shall comply with the wage rates established by the Missouri Division of Labor Standards. The Contractor shall comply with, and is bound by, the provisions of Missouri statues pertaining to the payment of wages on public works projects contained in sections 290.210 through 290.340, section 290.550 through 290.580,
section 285.530 (RSMo 2000), and any amendments thereto.

12. Each bid shall be submitted on the attached “Bid Response Form” and “Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.,” which shall be signed with the full name of the company submitting the proposal. The proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address and telephone number stated. An Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq. must be signed and notarized.

13. Bidders shall read thoroughly and understand the specifications in relation to the bid which is submitted. If the bidder has any questions concerning the true meaning or intent of the specifications or any of the requirements stated herein, he shall request interpretation, in writing; and an addendum will be mailed to those whom specifications and other relevant material have been issued. Failure to have requested an addendum covering any such questions shall not relieve the bidder from performing the work in accordance with the intent of the specifications.

14. Signature of bidder on “Bid Response Form” indicates that he/she has examined the information herein and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal, and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

III. GENERAL PROVISIONS OF THE SPECIFICATIONS

1 - CHANGES AND EXTRAS

The Owner may at any time by a written order, and without notice to the sureties make changes within the general scope of this contract. If any change causes an increase or decrease in the cost or time required for the performance of this contract, then an equitable adjustment shall be made in the contract price. Such cost may be adjusted in writing only, and must be signed by both Contractor and Owner. Likewise, any claim for extra charges by the Contractor must be agreed upon in writing by the Owner prior to beginning such work.

2 - INDEMNIFICATION AND INSURANCE

The Contractor agrees that he shall and will indemnify, hold harmless and defend the Owner, his agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney’s fees) which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officers, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractor, their respective agents, servants or employees under or pursuant to this contract.

Without limiting his liability under this contract, the Contractor shall procure and maintain at
his expense during the life of this contract insurance of the types and in the minimum
amounts stated below:
1. Workmen’s Compensation Insurance in full compliance with the Workmen’s
Compensation and Occupational Disease laws of the State of Missouri.
2. Comprehensive General Liability:
   - Bodily injury, including death: $1,000,000 per person
   - Bodily injury, including death: $1,000,000 per occurrence
   - Property damage: $1,000,000 per occurrence
   - Property damage: $1,000,000 aggregate
3. Comprehensive Automobile Liability:
   - Bodily injury, including death: $1,000,000 per person
   - Bodily injury, including death: $1,000,000 per occurrence
   - Property damage: $1,000,000 each occurrence

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a
contractual liability endorsement covering the liability assumed by the Contractor under
this agreement with limits not less than those specified in sub-paragraph 2 hereof. The
certificates of insurance to be furnished hereunder shall reflect such coverage.
Said insurance shall be written by a company licensed to do business in the State of Missouri
and satisfactory to the Owner. Before commencing any work hereunder, certificates
evidencing the maintenance of such insurance shall be furnished to the Owner and shall
contain the following statement:

Insurance evidenced by this certificate will not be canceled or altered except ten
(10) days after receipt by the City of Des Peres, Missouri of written notice thereof.

Contractors shall not subcontract the performance of any part of the work without requiring
the subcontractor to procure and maintain insurance in the forms and amounts approved
by the Owner, and likewise said subcontractor shall pay wages specified by the Missouri
Division of Labor.

3 - CONTRACTOR’S RESPONSIBILITY

Nothing in these specifications shall be construed as placing the work under the specific
direction or control of the Owner or relieving the Contractor from his liability as an
independent contractor and, as such, he shall be solely responsible for the method, manner
and means by which he shall perform his work, including, but not limited to supervision
and control of his own personnel and scheduling of the work required to insure its proper
and timely performance and he shall exercise due care to prevent bodily injury and damage
to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the
Contractor, and he shall take every necessary precaution against injury or damage to the
work by the action of all the elements, or from any other cause whatsoever. The Contractor
shall restore and make good at his own expense all injuries or damages to any portion of
the work before its completion and acceptance. Issuance of any estimate or partial
payment to the contractor for any part of work done will not be considered as final
acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance
with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor and subcontractors, including, without limiting the generality to the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

The Contractor shall, at a minimum, pay wages and benefits in accordance with annual wage order identified. A copy of the wage order must be posted on site in a location available to employees engaged in work on the site. The Contractor, and each subcontractor, shall submit certified copies of their current payroll in conjunction with submittal of payment requests setting forth the names and addresses of each worker; the class or type of work; rate of pay: daily and weekly hours; deductions made; and actual wages paid for each class and type of work performed by each worker on this project. The Contractor, and any subcontractors, shall be subject to a penalty of One Hundred Dollars ($100.00) per day for each worker employed by them on the job who is paid less than the prevailing wage provided in the wage order.

4 - PROSECUTION OF WORK

The Contractor shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Parks Superintendent.

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work in an unsuitable manner or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the Owner shall give notice in writing by registered mail, to the Contractor and his surety of such delay, neglect, or default. If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the Owner shall have full power and authority at his option and without violating the contract to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the Owner for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the Owner the amount of said excess. Failure of the Owner to take action as stipulated above
shall not relieve the Contractor and his surety of their obligations.

5 - PAYMENT

The Contractor shall be entitled to one final payment only. Before this payment is made, the Contractor shall furnish to the City a complete itemized bill, the appropriate lien waivers, and an affidavit of compliance with State prevailing wage rates and a certified copy of the payroll for this project. The City will make payment within thirty (30) days after the completion of the work and acceptance of the work.

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance.

6 - WORKING CONDITION

The Contractor, during the construction period, may leave essential equipment in the park at a location approved by the Park Superintendent. The Contractor shall be responsible for damages to any park property including turf, trees, curbs, existing pathways, signs, etc. The Contractor shall secure the work site against possible injury or harm to others.

7 - SCHEDULE COORDINATION

All work will be coordinated with the Park Superintendent.

8 - CLEAN-UP

All waste materials, workmen debris, lunch bags, etc. shall be cleaned from the job site each day. Should these items not be satisfactorily removed, the City reserves the right to charge the Contractor’s final bill appropriate costs for such cleaning.

9 - COMPLETION TIME

The Contractor agrees to complete job to the Owner’s satisfaction no later than October 19, 2012. Should any unavoidable delays cause the Contractor to go beyond this deadline, the Contractor shall notify the Owner in writing, and the contract shall be extended as the Owner deems reasonable.

Should the Contractor go beyond this date for no justifiable reason, the Contractor agrees to be held liable for and have deducted from his pay, one hundred dollars ($100.00) for each calendar day beyond the deadline.

10 - WARRANTY

Bidders shall supply a Statement of Warranty for workmanship.
BID RESPONSE FORM

Des Peres Parks and Recreation Department
Tennis Courts

Name of Contractor_____________________________________________________

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Total Cost</th>
</tr>
</thead>
</table>
| 1        | Des Peres Park Tennis Courts 5 and 6
Remove nets and tie up fence fabric.
Edge and thoroughly clean the entire court using scrapers, blowers and high-pressure washer on low areas, developing 3000 PSI. Clean out and fill all cracks less than ¾” with acrylic tennis court crack filling material. Patch cracks over ¾” in width with hot asphalt or Dynabinder patch material. Apply adequate coats of black sealer/leveler over low areas to make it level, at right angles to one another using a rubber squeegee application. Apply one coat of tennis court resurfacer using a rubber squeegee application. Apply 3 coats of each color, of acrylic latex tennis court paint, at right angles to one another using rubber squeegees. Tape and paint all lines, per U.S.T.A. tennis court line regulations. Use one coat of stripe aid and 2 coats of white striping paint. Include 4 yellow lines for junior tennis. Reattach nets and fence. | $          |

TOTAL COST

Estimated construction time frame from contract award: ____________________________.

I, (print name)_________________________________________________________, authorized representative of (print company name) __________________________, have read and understand the terms and conditions of this Des Peres Tennis Court bid. I agree to all stated conditions. Equipment quoted which does not meet the preferred specifications is described in separate sheets attached to this response form. Please mark the envelope with (City Clerk, Tennis Court Bid, Do Not Open)

__________________________  ____________________________
Signature of Representative and Title                        Date

___________________________________________________________  ____________________________
Full Address of Company                                      Telephone Number
Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of $5,000.00.
Effective January 1, 2009

STATE OF _________________  )
COUNTY OF _______________  )

Before me, the undersigned Notary Public, in and for the County of ________________,
State of ________________, personally appeared ____________________________________________________
(Name)
who is _________________________ (Title) of _____________________________________________ (Name of company),
(a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is
authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization
program with respect to the employees working in connection with the contracted
services; and

(2) that said company does not knowingly employ any person who is an unauthorized
alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this
affidavit.

____________________________
Signature

Name: ________________________

Subscribed and sworn to before me this ____ day of __________, ______.

____________________________
Notary Public

My commission expires: __________