



**Request for Bids
Aquatic Center Lazy River and Leisure Pool
Painting Project**

Mandatory Pre-bid Meeting: November 28, 2022, 2:00pm at Aquatic Center

Bid Opening: December 1, 2022, 3:00pm at Crestwood Community Center

CITY OF CRESTWOOD
GOVERNMENT CENTER
ONE DETJEN DRIVE
CRESTWOOD, MISSOURI 63126
(314) 729-4700

CITY OF CRESTWOOD
PARKS AND RECREATION AQUATIC CENTER
9245 WHITECLIFF PARK LANE
CRESTWOOD, MO 63126
(314) 729-4860

November 10, 2022

CITY OF CRESTWOOD
ST. LOUIS COUNTY, MISSOURI
REQUEST FOR BIDS

Sealed bids for the Painting of the City of Crestwood Aquatic Kiddie Pool marked “AQUATIC POOL PAINTING PROJECT” will be received by the Parks and Recreation Department of the City of Crestwood at the Crestwood Community Center, 9245 Whitecliff Park Lane, 63126, until 3:00pm on December 1, 2022; and at that time will be publicly opened.

The Scope of Work includes brush blasting, joint repair, cleaning and coating of pool surfaces, etc. at 9245 Whitecliff Park Lane as noted in the attached specifications and other incidental items.

Bidding documents and specifications may be obtained at the City of Crestwood website at www.cityofcrestwood.org.

City of Crestwood
One Detjen Drive
Crestwood, MO 63126

INSTRUCTION TO BIDDERS

1. All bidders must register with Jessie Pauk at jpauk@cityofcrestwood.org when downloading the specifications for bidding.
2. Each bid must be submitted in a sealed envelope marked “Aquatic Center Pool Painting Project” to the Department of Parks and Recreation of the City of Crestwood at the Crestwood Community Center, 9245 Whitecliff Park Lane, Crestwood, Missouri 63126, and identified with the bidder's name, address, and phone number.
3. All bids must be submitted on the Bid Form furnished by the City and contained herein. All blank spaces for bid prices must be filled in by pen or typewriter; and the Bid Form must be fully completed and signed when submitted. Only one copy of the Bid Form is required.
4. Bidders must thoroughly examine the site and review the specifications, including addenda, if any, before submitting a bid. A mandatory Pre-Bid meeting will be held November 28, 2022 at 2:00pm at the Aquatic Center.
5. The City reserves the right to waive any informalities or minor defects in the bids or bidding procedures; to reject any or all bids; and to re-bid the project at a later date if bids are rejected. It is the intent of the City to award the Contract to the “lowest responsible Bidder” provided the Bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. However, the City reserves the right to accept the bid that, in the City's judgment, will be in the best interest and/or the most advantageous to the City of Crestwood, whether said bid is the lowest bid or not. In determining the "lowest responsible bidder," in addition to price, the Board of Aldermen or other authorizing officer shall consider: The ability, capacity or skill of the bidder to perform the contract or provide the service required, whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.
6. Any bid may be withdrawn prior to the specified time for reviewing bids or any authorized postponement thereof. No bid received after the specified time will be considered. No bid may be withdrawn within ninety (90) calendar days after the actual opening thereof. The time specified for awarding a Contract and for commencing work may be extended or shortened by mutual agreement between the City and the successful Bidder.
7. If any questions arise concerning the meaning or intent of the specifications or any of the requirements stated herein, bidder shall request interpretation in **writing** to John Vonarx at jvonarx@cityofcrestwood.org, an interpretation will be made and an Addendum issued to all Bidders to whom specifications have been registered. Failure to have requested an

Addendum, if necessary, shall not relieve the Bidder from performance in accordance with the intent of the Specifications. Addenda will ordinarily be in writing and e-mailed; however, telephone notice to an Officer of the Bidder shall be deemed sufficient during the week immediately preceding the Bid review.

8. Bidders may not use omissions or errors in the Specifications or other Contract Documents to their advantage. The City reserves the right to issue new instructions correcting any such error or omissions, which new instructions shall be treated as if originally included.
9. Any deviations from the Specifications must be clearly noted on the Bid Form or attached thereto. Note that deviations from the Specifications may be considered if proved to the satisfaction of the City that they are equal or better in quality and serviceability.
10. The Contract Documents contain all the available information about the work and the conditions pertaining thereto. Information obtained from any officer, agent, or employee of the City, or from any other person, will not relieve the Contractor from assuming all risks and obligations pertaining to the work, nor from fulfilling the conditions of the Contract Documents.
11. Certificate of Insurance naming the City of Crestwood as additional insured shall be filed with the owner. Minimum insurance requirements include: \$2,000,000 combined single limit general liability; \$2,000,000 auto liability insurance; and statutorily required workers compensation.
12. Work must be completed within thirty-one (31) calendar days from the written Notice to Proceed. The date of Notice to Proceed will be set and agreed upon by the City of Crestwood and the successful Bidder.
13. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City of Crestwood shall make a final inspection and the Contractor shall remedy any defects. Upon determination by the City of Crestwood that the work has been fully completed in accordance with the Contract Documents, the Contractor shall be paid for said work on the basis of the Bid Form designated herein.
14. Upon completion of all work, the contractor shall submit lien waivers for all work from all suppliers and subcontractors. The contractor shall also submit a certified copy of the payroll in accordance with the Prevailing Wage rates and Missouri Work Authorization Affidavits for the period from the date the Notice to Proceed was issued through the completion of the project.
15. The City may make any investigation it deems necessary to determine the ability of the Bidder to perform the work. Bidders shall furnish information for this purpose to the City upon request. The City reserves the right to reject any bid if the evidence submitted by, or other investigation of the Bidder fails to satisfy the City that the Bidder has the proper qualifications, experience, equipment, manpower, or financial and managerial capability to carry out the obligations of the Contract Documents or to perform the work as required.

16. All applicable laws, ordinances and rules and regulations of all authorities having jurisdiction over the work shall apply to the Contract, and shall be observed by the Contractor.
17. This project is subject to prevailing wage requirements under applicable Missouri law. The applicable Annual Wage Order No. 28 is attached hereto and incorporated herein by reference. Contractor agrees to pay not less than the prevailing hourly rate of wages, as set out in the Annual Wage Order, to all workers performing the work for the project. Contractor agrees to comply with all related requirements, including the maintaining of payroll records and making said records available as required. Pursuant to applicable law, Contractor will forfeit as a penalty to the City the sum of one hundred dollars (\$100.00) for each workman, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under this Agreement, by the Contractor, or by any subcontractor.
18. Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program; unless such employees of Contractor previously have completed the required program. Any employee found on the site without documentation of the successful completion of the program shall be given twenty days to produce such documentation before being subject to removal from the site. The Contractor shall forfeit as a penalty to the City the sum of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or any subcontractor, for each calendar day or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed. The City may withhold all sums and amounts due and owing as a result of any violation of this Article when making payment(s) to the Contractor.
19. The Bidder shall supply the City with all pertinent written literature and warranty information from the manufacturer on all products specified in the proposal. Independent of manufacturers' warranties, the Contractor hereby expressly guarantees the work performed hereunder as to workmanship and quality of materials used in connection herewith for a term of two (2) years, commencing on the date of final acceptance of the work, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and nonconformity with the plan and specifications. If the Contractor does not proceed with such replacements, the City of Crestwood shall have the power to cause same to be made and to charge the cost thereof to the Contractor.
20. The City of Crestwood is a tax exempt entity. A project exemption certificate will be supplied to the successful contractor.
21. Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form.

22. Bidder shall submit bid security evidenced by certified check, bank draft, or bid bond, in the amount of at least five percent (5%) of the bid, payable to the City of Crestwood, Missouri. The City will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed or the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the contract award. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance and labor and material payment bond as required by the bidding and contract documents, the amount of the bid security shall be forfeited to the City as liquidated damages, not as a penalty.
23. The successful bidder will be required to provide a performance and payment bond in the full amount of the contract price upon award of the contract.
24. The contract will be considered and awarded by the Crestwood Board of Aldermen, with the contract to be substantially in the form of the City-Contractor Agreement attached to, and incorporated in, the RFB.
25. All copies of the Bid, the Bid Bond and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the Department of Parks and Recreation, City of Crestwood, 9245 Whitecliff Park Lane, St. Louis, Missouri 63126 and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
26. The Bidder shall use American products in the performance of the contract whenever the quality and price are comparable with other goods, in accordance with Missouri State statutes.
27. Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under Federal and State laws, executive orders, rules, regulations and orders of the Secretary of Labor. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

28. Bidder must submit the required documentation and affidavits to show participation in a Federal Work Authorization Program, as required by applicable Missouri State law.
29. Bidder must furnish a list of three references with contact persons and telephone numbers.
30. To view the site and/or for other information about the work, contact John Vonarx, 314-729-4879.

SUMMARY OF WORK

For the purpose of this Contract, the following listing of Contract responsibilities is provided for guidance to the Contractor in preparing the Bid. This listing is not intended to be all-inclusive and Contractors shall include in their Bids sufficient amounts to cover all work shown on plan(s) and/or outlined in specifications as well as any work normally incidental to such Contract.

1. PRIOR TO BIDDING

Bidders should inspect the pool at the Crestwood Aquatic Center to have a clear understanding of the site and conditions.

2. TEMPORARY CONSTRUCTION PARKING

The parking of vehicles and equipment should be arranged with John Vonarx, 314-7294879.

3. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

4. SAFETY OF PROPERTY

The Contractor shall take precautions and be responsible for any damage caused during construction for other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

5. CONTRACTOR'S STORAGE OF MATERIALS

The Contractor shall be entirely responsible for all storage materials. A reasonable storage area will be provided on the job site.

6. WORK SCHEDULE

This project should be completed within thirty-one (31) calendar days of the Notice to Proceed. Work should be done Monday - Friday, 7:00 a.m. - 5:00 p.m. If contractor wishes to work outside these hours, special arrangements may be made with John Vonarx, 314-729-4879.

TECHNICAL SPECIFICATIONS

The City of Crestwood Department of Parks and Recreation is requesting sealed bids for brush blasting, joint repair, cleaning and coating of pool surfaces of the City of Crestwood Aquatic Center Lazy River, Leisure Pool and Kiddie Pool at 9245 Whitecliff Park Lane, Crestwood, Missouri 63126.

1. PRODUCTS

Included is a Product Data Sheet for Series 161 Tneme-Fascure for coating concrete.

Contractor will be required to estimate square footage for pool and required material on the jobsite to ensure proper material usage for the required film thickness.

2. SURFACE PREPARATION

- A. Cover all return fittings, pool lights, drains and any other areas to be protected from brush blasting and painting.
- B. Remove dirt, grease and oil by sashing and scrubbing surfaces with a solution made up of 3 ounces of detergent or tri-sodium phosphate to each gallon of water. Flush away all cleaning solution and dirt with clean water.
- C. Scarify entire surfaces by brush-off blasting to assure adhesion of topcoat and remove any loose non-adherent material. To prevent impact damage, use 30/60 mesh abrasive and keep blast nozzle at least four feet from the surface. Spot prime bare areas.
- D. Any damage to the facility in the course of the work shall be replaced or repaired by the Contractor acceptable to the City at no additional charge.
- E. Remove any loose non-adherent material and feather any raw edges and uniformly abrade entire surface. **To patch use 215 Surface Epoxy**
- F. Repair concrete cracks and damaged areas and prepare for painting.
- F. All residue abrasive, dust and loose material must be removed by sweeping or vacuuming.
- G. Complete clean-up of all debris from sandblasting, inside and outside the pool area. All sandblast media should be disposed per the St. Louis County Waste Management Code.

3. APPLICATION INFORMATION

- A. Surface must be clean and dry.
- B. All surface preparation and repairs shall be approved by the Parks and Recreation Department representative or manufacturer representative.

- C. Observe surface preparation and spreading rate recommendations only as contained in this **Tnemec Series 161 Tneme-Fascure** Swimming Pool Coating System Supplement. Refer to product label for additional mixing and application instructions, in particular temperature, pot-life and dry to recoat time.
- D. Surface should be skid/slip resistant. For skid/slip resistant surface, broadcast clean dry silica sand (rounded) on the surface of the final coat while it is still tacky. Remove loose sand after the final coat has cured hard by sweeping or vacuuming.
- E. Application should consist of 2 coats. Spreading Rate for First and Second Coat should be at 200 sq. ft/gal.
- F. Contractor is responsible for removing all sand and paint residue from the project. Upon completing job, all debris, spent abrasive, cans, etc. shall be removed from the site.
- G. Color choices should be provided to Eilien Ramirez, Director of Parks and Recreation, 314-729-4860, for a decision on paint color prior to painting.
- H. All materials shall be applied in accordance with the manufactures specification. Any conflicts between the manufactures specification and the Bid Specifications shall be brought to the attention of the Owners Representative immediately. The Owner shall provide remedy to any and all conflicts and any and all change in cost shall be considered incidental to the project, no cost adjustment.

Joint Replacement

Remove, grind, clean and replace expansion joint in all areas of the pools. Replace the caulk with Vulkem 116 caulk or equal. If unsure of locations, ask for clarification at time of inspection.

Warranty

All materials, workmanship, and labor will be warrantied for a minimum of two years.

Bid Alternate

The bid alternate is only for the joint replacement for all the joints in the Lazy River and painting the joint and a minimum of twelve inches on each side of the joint. The paint should match the existing paint as nearly as possible.

**MISSOURI
AQUATIC CENTER POOL PAINTING PROJECT
BID FORM**

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Telephone Numbers: _____

Warranty Information (two years minimum material, workmanship, and labor): _____

Aquatic Center Pool Painting Project	
Total Bid as Outlined in Scope of Work:	\$ _____

Aquatic Center Pool Painting Project Alternate	
Total Bid as Outlined in Scope of Work:	\$ _____

LIST THREE REFERENCES (Painting of a commercial or public aquatic center facility with epoxy coating)

	Reference 1	Reference 2	Reference 3
Business:			
Address:			
Contact Person:			
Phone:			
E Mail:			

1. Contractor Insurance. Contractor shall procure and maintain during the period of this Agreement insurance, as follows:

(a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence \$2,000,000 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each accident

(d) Professional liability \$2,000,000 each occurrence
\$2,000,000 general aggregate

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2022, by, and between the City of Crestwood, Missouri ("City"), One Detjen Drive, Crestwood, Missouri, and _____ ("Contractor"), with offices at _____ .

WITNESSETH THAT:

WHEREAS, the City issued a Request for Bids dated November 10, 2022, for bids for Aquatic Center Pool Painting Project at 9245 Whitecliff Park Lane, Crestwood, Missouri ("RFB"); and

WHEREAS, Contactor submitted a bid in response to the City's RFB on November 10, 2022 ("Bid"); and

WHEREAS, the City has selected the Contractor for the 2022 Aquatic Center Pool Painting Project in accordance with the terms of the RFB and the Bid.

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

1. Contractor Selection. City does hereby employ Contractor for the purpose of performing the services and work and providing the equipment set out herein and per the scope as set forth in the RFB and in the Bid, and Contractor agrees to perform such services and work and to provide such equipment (hereafter the "Work").

2. Work and Project. The Work to be performed includes the furnishing of all necessary professional, technical and other services and equipment for the project as described in Exhibit A attached hereto ("Project"). Contractor shall perform all of the Work described in this Agreement and in the RFB and in the Bid attached hereto and made a part hereof in Exhibit A, in accordance with the terms and conditions hereof (the "Contract Documents"). In connection with the Work and the Project, the City requests the Contractor to use American products whenever the quality and price are comparable with other products.

3. Assignment — Subcontracting. No part of the Work to be performed by Contractor hereunder shall be assigned or subcontracted without the prior written consent of City. The consent of City shall in no way relieve Contractor of its responsibility for the quality and performance of the Work. Contractor shall include in any such consented to subcontract all of the terms and conditions of this Agreement and make any subcontractor(s) subject thereto.

4. Providing of Information. Upon reasonable request by Contractor, City will provide to Contractor such relevant information of record as is available to City. It is understood that City, has no responsibility for the accuracy of any such information provided.

5. Contractor Responsibilities. Contractor shall be responsible for:

(a) Performance of all Work in accordance with the instructions issued by City, and the terms and provisions of this Agreement.

(b) The professional quality, technical accuracy and coordination of all Work and, without additional compensation, the correction of any errors or deficiencies in the Work.

(c) Contractor and any subcontractors shall maintain all records pertaining to costs incurred and make such records available for inspection by City at all reasonable times during the performance of the Work and for a period of three (3) years from the date of final payment hereunder. Copies of any such records shall be furnished to City, if requested by City.

6. Term and Time of Completion. The term of this Agreement shall commence as of the date hereof and continue until the Project is complete and accepted by the City, and final payment is made to the Contractor, unless terminated sooner by the City as provided herein. Contractor shall commence work on the Project upon issuance by the City of a Notice to Proceed, and shall complete the Work within thirty-one (31) calendar days of such notice. All time limits stated in the Contract Documents are of the essence. Should the Contractor, or in case of default, the surety, fail to complete the Work and the Project within the completion date specified, a

deduction of the amount stipulated in Article 12 will be made for each day that the Work remains uncompleted.

7. Agreement Changes. The City may make changes to this Agreement, provided that no changes shall be made to the scope of the Work, time of performance, compensation or any provision which may affect the cost of the Work, without a written amendment to this Agreement executed by both parties. Any amendments to this Agreement mutually agreed to shall be in writing and signed by the City and the Contractor.

8. Document Forms. Documents to be prepared by Contractor hereunder are to be on forms provided by the City, to the extent practicable and relevant.

9. Contractor Insurance. Contractor shall procure and maintain during the period of this Agreement insurance, as follows:

(a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence \$2,000,000 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each accident

(d) Professional liability \$2,000,000 each occurrence
\$2,000,000 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of Contractor hereunder. City shall be named as an additional insured on the commercial general liability and

automobile liability policies and such insurance shall be primary and noncontributory with respect to any insurance maintained by the City. Each such policy shall be written by a company or companies licensed to do business in the state of Missouri and acceptable to the City. Certificates of insurance shall be furnished to City prior to the commencement of the Work. Each such policy shall provide that it shall not be canceled or altered, without 15 days prior written notice to City. **The certificate of insurance must state "the City of Crestwood is an additional insured on a primary and non-contributory basis."**

10. Contractor Bonds. Prior to, or by the signing of this Agreement, the Contractor shall furnish to the City a performance bond and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount, which shall be acceptable to the City in form and content. The surety providing such bonds shall be a company licensed to do business in the State of Missouri and shall be acceptable to the City.

11. Contractor Indemnity. Contractor shall indemnify and hold harmless the City, its board of aldermen, officers, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the City, its board of aldermen, officers, representatives, agents and employees, arising from the breach of this Agreement or resulting from the negligent acts, errors or omissions of Contractor, any subcontractor, and each of their respective agents, employees or contractors arising out of the Work.

12. Performance of the Work. Contractor's completion of the Work and the Project in accordance with the time limits set forth in Article 6, Term and Time of Completion, is an essential condition of this Agreement. If the Contractor fails to complete the Work and the Project in accordance with the requirements of Article 6, unless the delay is excusable under the provisions of Article 15 hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of \$100.00 for each calendar day the Contractor fails to comply with Time

of Completion. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

13. Prevailing Wage Requirements. This Agreement, the Project and the Work, are subject to prevailing wage requirements under applicable Missouri law. The applicable Annual Wage Order No. 25 is attached to the RFB, included in Exhibit C attached hereto and incorporated herein by reference. Contractor agrees to pay not less than the prevailing hourly rate of wages, as set out in the Annual Wage Order, to all workers performing the Work for the Project under this Agreement. Contractor agrees to comply with all related requirements, including the maintaining of payroll records and making said records available as required. Pursuant to applicable law, Contractor will forfeit as a penalty to the City the sum of one hundred dollars (\$100.00) for each workman, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under this Agreement, by the Contractor, or by any subcontractor.

14. OSHA Training Program. Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program; unless such employees of Contractor previously have completed the required program.

The Contractor shall forfeit as a penalty to the City the sum of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or any subcontractor, for each calendar day or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed.

15. Delays Beyond Contractor's Control. (a) If the Contractor fails to complete the Work and the Project in accordance with Article 6 solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to Article 12 hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with Article 6 is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion shall be extended. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of its rights under this Article 15.

16. City Representative. The City representative shall be the Director of Public Services, provided that the City Administrator may, at his sole discretion, designate another City representative from time to time. In such event, City shall notify Contractor of such change in writing.

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

items mailed to the parties as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

City: Director of Parks and Recreation
City of Crestwood
9245 Whitecliff Park Lane
Crestwood, MO 63126

Contractor: _____

Conflict-Discrepancy. In the event of any conflict or discrepancy between the terms of this Agreement and Exhibits A, B, and C hereof, the terms and provisions of this Agreement shall govern.

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

19. City Decisions. The City will determine whether the documents to be furnished hereunder are in compliance with the requirements of this Agreement and will decide all questions which may arise concerning the proper performance of this Agreement. The City's decisions in these respects shall be final and conclusive.

20. Contractor Warranties. Contractor warrants and represents that it has the experience, skill, expertise, personnel and equipment necessary in order to perform and to complete the Work and the Project and that it will perform all of such Work in accordance with the terms hereof and in accordance with the highest standards of competency, in a professional and workmanlike manner.

21. Compensation and Payment. City shall pay Contractor for the Work and Project,

the total not to exceed amount of _____ Dollars (\$ _____). That amount shall be payable to Contractor, in accordance with the provisions of Exhibit B attached hereto and incorporated herein by reference. City shall have the right, upon reasonable prior notice, to examine all of the pertinent records of Contractor.

23. Ownership Rights. The City shall own all right, title and interest, including without limitation, all copyrights and intellectual property rights, to all documents and work product of Contractor created in performance of or relating to this Agreement.

24. Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the City, and the City's board members, officers, directors, servants, employees, agents, successors or assigns.

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

26. Independent Contractor. Contractor shall perform all services as an independent contractor and not as an employee of the City. The City shall not assume any liability for the direct payment of any salary, wage, workers compensation, income tax withholding, or any other type of compensation to Contractor for the services. Contractor shall obtain as necessary and pay for all permits, fees, licenses and taxes applicable to Contractor and the services for the project.

27. Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

28. Binding Effect. This Agreement shall become effective immediately upon the execution of same by the duly authorized representatives of the City and Contractor.

29. Termination. City shall have the right to terminate this Agreement at any time and for any reason upon ten (10) days advance written notice. In the event of such termination, Contractor shall be compensated in accordance with the terms of the Agreement for all services performed to the effective date of such termination, plus any approved costs. All drawings and documents prepared by Contractor shall become the property of City.

30. FWAP Documentation. Contractor has provided to the City, or will provide to the City, no later than the execution of this Agreement, all documentation and required affidavits that Contractor has enrolled in, and participates in, a Federal Work Authorization Program, as required by Section 285.530 Missouri Revised Statutes with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

31. Governing Law-Jurisdiction. This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

32. Contractor Representations. Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, and (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof.

33. Headings. All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF CRESTWOOD, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

CONTRACTOR:

By: _____

ATTEST:

EXHIBIT A

SCOPE OF SERVICES

1. The City's Request for Bids for the Aquatic Center Pool Painting Project; and also,
2. The Contractor's Bid.

EXHIBIT B **PAYMENT**

Upon completion of the Work and the Project, Contractor shall submit to the City an application or request for payment along with adequate supporting documentation, for all labor performed and equipment provided and installed, all of which shall be acceptable to the City. Contractor shall include and provide to the City documentation warranties on the work performed: 2 years all-inclusive warranty.

As a condition to the City making payment, Contractor shall provide and file with the City an affidavit stating that Contractor has fully complied with the provisions and requirements of the Missouri prevailing wage laws.

Upon receipt and approval of the application or request for payment, the related supporting documentation, the warranty documentation, and the affidavit as to compliance with prevailing wage requirements, the City shall make payment in full to the Contractor within thirty (30) days.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 100
ST. LOUIS 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

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations