



Request for Bids for
**THE OPERATION AND MANAGEMENT
OF THE
WHITECLIFF PARK AQUATIC CENTER**

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

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

REQUEST FOR BIDS

Qualified pool management companies (herein noted as "Contractors") are invited to submit sealed Bids to provide pool management services at the Crestwood Aquatic Center in accordance with the specifications contained herein. The City of Crestwood has established special and specific qualifications for the Contractors to assure quality operation of the Aquatic Center (sometimes referred to herein as "Facility" or "Facilities"). The Contractor who operates the Aquatic Center shall possess municipal swimming pool management skill and experience with swimming facilities with similar water features, and pool water area comparable to the water area of the Crestwood Aquatic Center, and the ability to perform quality work, as solely determined by the City of Crestwood, which qualifies it to operate the Aquatic Center as detailed and specified.

Bidders wishing to receive the bid documents in digital form can access it at www.cityofcrestwood.org/bids.aspx

1. BACKGROUND

The City of Crestwood has an outdoor aquatic facility that is open to the public from the Saturday prior to Memorial Day through Labor Day. It consists of:

- A ten lane lap pool with two diving boards.
- A leisure pool with a lazy river, zero depth entry, climbing wall, lily pad walk, and tower slide.
- A multi-level family play pool with two slides, spray features, dump buckets, massive splash and two rocking sit on toys.
- Three large deck areas with pool furniture and concrete bleachers, a lifeguard office, and a full service concession stand.

The facility has men's, women's, and family locker rooms with showers, restrooms, and benches. The pool was built in 2002. Annual average attendance is 30,000 for the last four years not including swim lessons, events, swim team, tot time, and fitness programs.

2. INFORMATION TO BIDDERS REGARDING POOL MANAGEMENT OPERATIONS

The Bid will consist of three parts:

Part I: a separate management fee, which covers total costs for pre-season opening and post-season closing procedures, chemicals to operate facility throughout the season, insurance, administrative fees, overhead, profit, and any other incidental costs not covered in salary portion.

Part II: A cost based on staffing the actual hours of operation of the Aquatic Center. Included is a salary addendum for recreational programming, special events and after-hours rentals falling outside that in the "Maximum Base Salary" amount.

Part III: Maintenance/Service Rates

References.

Each Contractor shall submit references from similar pool management operation experience, which should conform to the following requirements:

1. Municipal or public pools only. Private clubs, condominiums, hotels or apartment complexes are not acceptable.
2. Pool water area comparable to the water area of the Crestwood Aquatic Center.
3. Municipal or public pool experience represented shall include operation at a minimum of three consecutive years. Detail in the bid the experience with the following water features: water slides, lazy rivers, zero depth entry pools, and interactive water play units.
4. Facility name, contact person and title, phone number, address and number of years facility was operated should be included.

Bid Evaluation

Final selection criteria will take into account:

1. Experience in operating municipal/public aquatic facilities and experience with the above detailed water features.
2. Experience in operating facilities with a large staff.
3. Fee and salary budget.
4. Ability to recruit and train pool staff.
5. Past performance record and references from former clients.
6. Depth of organization and ability to respond to all anticipated needs of the facility.

Contract award shall be made to the lowest responsible bidder meeting the specifications, including the selection criteria listed above. In determining the "lowest responsible bidder," in addition to price, the following will be considered: 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.

The City of Crestwood will evaluate each Bid received and schedule interviews, if necessary, to be assured the Contractor selected will meet the requirements of the City, prior to awarding the contract.

3. INSTRUCTIONS TO BIDDERS

- 3.1 In submitting the bid as herein described, the Contractor represents, warrants and covenants that:
- A. **Examination** The Contractor has carefully examined specifications and all provisions contained in this Request for Bids relating to items to be furnished or the work to be done and understands the meaning, content, and requirements of and agrees to the same.
 - B. **Contract** The Contractor will enter into a written contract (the "Agreement") with the City of Crestwood which will include the terms and conditions set forth herein and furnish and complete the services for the bid prices submitted.
 - C. **Pre-Bid Meeting** A mandatory pre-bid meeting will take place on January 23, 2026 at 2:00pm at the Aquatic Center.
 - D. **Bid Submittal** The Bid, which must contain one (1) digital and two (2) Paper copies of the Bid, must be signed, sealed, and marked Crestwood Aquatic Center Management and delivered to the Crestwood Community Center; 9245 Whitecliff Park Lane, Crestwood MO, 63126, no later than **2:00pm CST, Friday, January 30, 2026**

E. **Bid Opening** Bids will be opened publicly at **2:00pm CST, Friday, January 30, 2026**, at 9245 Whitecliff Park Lane, Crestwood MO, 63126

F. **Bid Bond** All Bids must be accompanied by a Bid Bond in the amount of 5% of total Bid as a guarantee that the Contractor will enter into the Agreement with the City in accordance with the terms of the Request for Bids. The Bid Bond must be in the form of a certified or cashiers' check payable to the City of Crestwood. The deposits will be returned to unsuccessful Contractors as soon as possible. The Bid Bond of the successful Contractor will be returned without interest when the Agreement has been approved and executed. No Bid shall be withdrawn prior to sixty (60) days after the opening of the Bids. Should the successful Contractor fail or refuse to execute the Agreement as required, within ten (10) days after he/she has received notice of acceptance of Bid, he/she shall forfeit to the City of Crestwood as liquidated damages for such failure or refusal, the Bid Bond.

The Bid Forms. Bids must be accompanied by a completed Bid Form (the "Bid Form") and include all information required by this Request For Bids pertaining to equipment, personnel, references, past experience and insurance. Failure to do so could result in the disqualification of the Bid.

3.3 **Bidder's Declaration**. The Contractor will not be permitted to use, to its advantage, any omission or error in the Request for Bids, the specifications, requirements, or the contract documents, and the City reserves the right to issue new instructions for such error or omission if originally specified. All Contractors submitting Bids must submit the Bidder's Declaration (the "Bidders Declaration"), which is part of the Bid Form, a copy of which is attached. The "Bidder's Declaration" states that he/she has examined the information and conditions surrounding the operation and management of an aquatic facility contemplated by the Bid, and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and that he/she has carefully prepared, examined and checked the Bid to ascertain that no mistake or error is contained in the Bid; and that he/she will make no claim for correction or modification after the closing time for the receipt of the Bids.

3.4 **Addendum to Request for Bids**. If the Contractor has any questions which arise concerning the meaning or intent of the specifications or any other requirements stated herein, the Contractor shall request in writing that an interpretation be made in an Addendum issued by the City which shall be made available to all Contractors bidding pursuant to this Request for Bids. Failure to have requested an Addendum governing any such question shall not relieve the Contractor from delivery in accordance with the intent of the specifications. All questions regarding this specification shall be directed to Eilien Ramirez, Director of Parks and Recreation at eramirez@cityofcrestwood.org or Megan Reininger, Recreation Specialist, Aquatics at mreininger@cityofcrestwood.org or (314)729-4860, at least one week prior to the Bid submission date.

3.5 **Right to Reject Bids**. The City reserves the right to reject any or all Bids and to waive any informalities in the Bid or Bid, to negotiate directly with a chosen Contractor and to accept the Bid that, in the sole judgment of the City, will be in the best interest and/or most advantageous to the City and the citizens to be served by the Agreement.

3.6 **Federal Work Authorization Program**.

Contractor must submit the required documentation and affidavits to show participation in a Federal Work Authorization Program, as required by applicable Missouri State law.

4. GENERAL CONDITIONS

- 4.1 **Exclusive Contract.** It is the desire of the City to award an exclusive Agreement to one Contractor for the right to manage and operate the facility. The Agreement is valid for the 2026 pool season only, with the City having the option to renew annually for up to four additional one-year contracts under the same terms and conditions. The Agreement shall be subject to termination by the City in the event of sale or destruction of the facilities or because of misfeasance or nonfeasance by the Contractor. Further the City may also terminate this Agreement for non-compliance with the requirements as set forth in these specifications. The City reserves the right to terminate the Agreement for any reason, including convenience, with a 30 day written notice.

The City also reserves the right, by the Agreement, to terminate any part or all of the same for failure by the Contractor to follow the terms of said Agreement. The Contractor will be required to meet all Health and Safety standards and regulations set forth by ordinances of the City of Crestwood and St. Louis County.

- 4.2 **Performance Bond.** A performance bond or an irrevocable letter of credit of 100% of the guaranteed amounts of the Bid will be required prior to signing of the Agreement.
- 4.3 **Qualifications.** No Contractor will be selected who, as determined by the City, has an unsatisfactory performance record or experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications. Each Contractor must submit as a part of its Bid, a written statement covering the following points:
- A. Number of employees who will render services to the City, and number of employees to be used at the facility listing the specific responsibilities of each.
 - B. Previous experience in operating and managing an aquatic facility. Contractors must have at least three (3) consecutive years of experience in pool management services.
 - C. The Contractor may briefly state any additional information it believes to be pertinent to the evaluation of its Bid.

5. BASIC SERVICES

Operation and Maintenance of Aquatic Center.

1. Contractor shall provide for management services for the Aquatic Center from March 1, 2026 through February 28, 2027, with actual daily operation for public swim from Monday–Thursday 11:30am – 7:00pm, Friday and Saturday 11:00 – 8:00pm, Sun. 11:00 – 7:00pm (Except when the Lindbergh School District is in session) from the Saturday before Memorial Day through Labor Day. When the Lindbergh School District is in session, the Aquatic Center will be closed Monday – Thursday and will open the Kiddie Pool and Competition pool on Fridays from 4:00 to 8:00pm and open Saturdays, Sundays and Labor Day on a normal operating schedule. Holiday hours will be from Noon to 6:00pm. Times are subject to change and city will give a minimum of 30 days written notice of changes.
2. Hours of operation and maintenance for any renewal periods will be established at the time the option to renew is signed.
3. In addition to operation for public swimming, the Contractor shall provide for adequate staff for special programming as outlined in section 5.4. The Contractor shall also be responsible

for opening and closing the pool at the beginning and end of the swimming season, as herein specified, or as extended by mutual agreement between the Contractor and the City, and shall perform and furnish the following services:

Spring Opening

Access to the Aquatic Center for this preparation work is to be coordinated with the Aquatic Recreation Specialist.

1. Setup or install all movable equipment, including tables, chairs, lounges, lifeguard stands, hoses, diving boards, ladders etc.
2. Clean, inspect and prepare vacuuming equipment.
3. Inspect and prepare all hoses.
4. Check and clean all gutters and drains, including gutter covers.
5. Drain and power wash pools.
6. Fill pools and check for leaks.
7. Check ladders and diving boards for usage; clean lifeguard stands and furniture.
8. Check and test equipment, i.e. chemical feeders, etc. and report status to City.
9. Check all pumps and motors to the attractions: fountains, SCS, lazy river, slides, drop buckets, bubblers, etc.
10. Clean pool area within the pool enclosure.
11. Circulate water through filtration system.
12. Furnish, store, and inject necessary chemicals for operation of the pools.
13. Backwash filters and inspect for any defects.
14. Make all plumbing fixtures fully operational.
15. Have all pools ready for operation at least fourteen (14) days before opening day so that any operational problems can be detected and repaired.
16. Report to City all operating deficiencies.
17. Be responsible for check out and handling of facility keys to staff.
18. Other items as assigned by the City.

Operation of the Aquatic Center

Contractor will use reasonable care and diligence to provide the following services for the actual operation of the Aquatic Center:

1. Maintain a safe environment for all who enter the Aquatic Center premises while the facility is accessible by the public for open swim, swim and dive team use, lessons, private parties, special programs in addition to when the facility is closed to the public but there is staff on duty. Gates should be secured at all times when facility is not open to the public but maintenance is taking place.
2. Complete a daily documented, (written) safety check of entire complex, including the leisure attractions, i.e. slides, SCS, lazy river and other features.
3. Check and test all safety equipment.
4. Clean the entire complex, including: guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premises within twenty-five (25) feet of facility in a clean and orderly condition by the proper collection of waste, garbage, and all other debris. Staffing should allow for on-going cleaning during hours of operation to maintain reasonable conditions of the facilities. All cleaning is to be completed prior to operational hours with locker rooms and restrooms cleaned on an hourly basis during regular operating hours.
5. Furnish and supply first aid kits and lifesaving equipment/devices adequate to the size and operation of the Aquatic Center. The first Aid Kit should carry supplies for a minimum of 100 persons and at minimum include: One (1) Automatic External Defibrillator, adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, rescue blanket, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze,

- butterfly closure, large bandage patch, a pocket mask with a one-way valve and a bodily fluid exposure kit. The Contractor shall also provide first responder first aid kits, including rubber gloves and pocket mask with one way valve, for all on duty personnel. The following equipment will be provided by the City: one (1) Life Preserver and Life Line, one (1) Shepherds Crook, Three (3) Spine Boards, One (1) Rescue Tube per Lifeguard. The Contractor will be responsible for the replacement of any equipment damaged by Contractor's staff.
6. Maintain, and operate the filter equipment in accordance with health department requirements.
 7. Vacuum pools. Pools will be vacuumed daily. Each pool will be vacuumed entirely a minimum of twice a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool including for swimming lessons and fitness classes.
 8. Backwash each filter system as required. Back washing should only take place before or after public hours.
 9. Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the pool.
 10. Maintain tests and records as required by State, St. Louis County, and City.
 11. Retain a record of all complaints and problems brought to the Contractor's attention to be reviewed by City staff as needed.
 12. Keep detailed records of any pullouts describing the circumstances surrounding the incident and denoting the specific location of the pull out. This information should be provided to the Parks and Recreation Director within 24 hours of the incident.
 13. Immediately report any known after-hours accidents or security breaches to the Parks and Recreation Director and Police Department.
 14. Meet monthly with the Parks and Recreation Director and/or Recreation Specialist, district manager, manager, assistant manager, and headguards.
 15. Maintain any additional records as reasonably required by the City.
 16. Conduct in service training as per guidelines of Ellis, Starfish Aquatics Institute, or Red Cross.
 17. Contractor will clean the hair and lint strainers on all pumps and associated filtering devices as needed on a regular basis so as to prevent a noticeable reduction in flow on the features, Slide, SCS, or the Bubblers.
 18. Secure facilities daily upon closing including keeping a log showing all gates being checked.
 19. Maintain pH, total alkalinity and calcium hardness of the pools at all times. Contractor is responsible for all testing dosage calculations and chemical adjustments necessary to maintain the pool water between 0.5 and +0.5 as measured by the Langelier Saturation Index. Records should be kept of weekly test results and chemical usage.
 20. Power wash the concession area and entry area daily. Power wash all stairs and problem areas at least once per week.
 21. Equipment provided by the City must be kept in good condition and in working order. If damage or negligence occurs by the Management company or its staff, sole cost of replacement will be the responsibility of the management company (Example would be rescue tubes, river nets, power washers, etc.).

Fall Closing / Winterizing

1. At the end of the swimming season, as herein specified or as extended by mutual agreement between the parties, Contractor will winterize and close the facilities and perform and furnish the following services:
 - Inspect all pool machinery and equipment, including pumps and motors; notify City of any malfunctioning equipment and list parts required for next season's operation.
 - Check all pool plumbing and electrical systems and notify the City of any associated problems.

- Backwash filters and inspect for any defects. Clean elements, check for any defects.
 - Drain all hoses, drinking fountains, filtration system, chemical feeders and bathhouse plumbing.
 - Completely drain all pools for winter within 3 weeks of closing.
 - Re-lubricate chemical feeders.
 - Leave all valves at appropriate settings.
 - Properly remove and store all movable equipment per manufactures specifications, including tables, chairs, lounges, lifeguard stands, hoses, diving boards, ladders, etc.
 - Clean bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, deck area, storage areas, etc.
 - Prepare bathhouse plumbing with anti-freeze wherever necessary.
 - Remove hair and debris from hair and lint traps.
2. An end of season inspection shall be conducted immediately upon conclusion of the pool season, and a written report turned into the Parks and Recreation Director by September 31 of the applicable pool season and should include recommended repairs for next year in order to get into the budget, recommendation of capital items for next 2-5 years, suggestions for operations and equipment. The Contractor shall perform reasonable inspections of all equipment and advise the City of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report. At the City's request, the Contractor shall provide specifications for the repairs and/or replacement and present to the City.
 3. The Contractor shall be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations. The City will be responsible for signs being made.
 4. The Contractor shall also be responsible for inventory and proper storage of all equipment parts and materials and will be responsible for the replacement, at their cost, of any equipment parts and materials that are lost or broken.

5.1 Maintenance and Replacement of City Owned Equipment

The Contractor shall perform minor adjustments and maintenance to the equipment as part of its Agreement, provided that the City shall pay for the cost of parts and materials upon prior approval of the City. All other repairs and replacement of equipment needed during the season to continue the operation of the Aquatic Center and to maintain health and safety standards shall also be performed by the Contractor, at the City's discretion and at the City's expense; provided that the Contractor shall advise of needs in writing and receive approval from the City of the cost of major (over \$100.00) repairs prior to the performance of such repairs. The City will be responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including shrubbery, except policing for trash, waste, garbage, and other debris.

Contractor will be responsible for the care and repair of City property used for the operation of the Aquatic Center. Any said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected. The Contractor will be held accountable for those losses and damages to buildings and City owned property due to theft or abuse during the hours of operation of the Aquatic Center. The Contractor will try to prevent losses and damages to City owned property during hours of operation. Damaged or malfunctioning equipment should be reported immediately to the Parks and Recreation Director. If not reported, Contractor will be responsible for damages.

5.2 Personnel

The Contractor shall furnish sufficient personnel for the operation of a safe and sanitary Aquatic Center. All lifeguards will hold a minimum qualification of an advance lifeguard certificate from Red Cross, Star Aquatics or Ellis, and be at least 15 years of age. Said personnel will be furnished in a manner to operate the Aquatic Center in the safest manner possible and in the best interest of the City. All management personnel (pool manager, pool assistant manager and head guards) shall be trained and certified in operation of the “Automatic External Defibrillator” unit. The City reserves the right to approve or reject any proposed staffing schedules. All personnel must be uniformly identified at all times. Contractor will provide uniforms for lifeguards that are mutually agreed upon by the City. All personnel employed by the Contractor in the performance of fulfilling a contract for the operation of the Aquatic Center shall be considered employees of the Contractor and not of the City. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The City shall have the right to request replacement of any of the Contractor's employees whose conduct, character, or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within seven (7) days. The Contractor shall give Crestwood residents first priority when hiring for all positions. The Contractor will provide the City a copy of their minority recruitment program. The Contractor shall provide to the City applications for distribution at the Crestwood Community Center and the Crestwood Government Center. The Contractor shall provide to the City a complete list of employees, ten (10) days prior to the beginning of the season. This list shall include the names, addresses ages and phone numbers of each employee. An updated list will be provided at such time as additional personnel are hired.

5.3 Staffing / Hours of Operation

The Aquatic Center shall normally be staffed for all public session swimming times at the following levels. Changes to these staffing levels can be made with the approval of the Parks and Recreation Director:

1. One (1) Pool Manager or one (1) Assistant Manager (*Manager/Assistant Manager shall be on duty a minimum of 1 ½ hours before and as needed after public swimming sessions*).
2. One (1) Head Guard (*Head Guard will be on duty during heavy bather load times – generally between 1 pm and 5 pm on weekdays and noon to 4 pm on weekends.*)
3. Fifteen (15) total Lifeguards at the following stations: four (4) for lazy river, one (1) for zero depth leisure pool connected to the lazy river, one (1) for lily pad/climbing wall pool, one (1) at top entry and one (1) at catch pool for tower slide, three (3) for competition pool, two (2) for top slide areas of family play pool and two (2) for bottom of family play pool.
4. One (1) Groundskeeper/Custodian who will be responsible for keeping trash picked up around facility, restrooms and concession area cleaned and minor maintenance as needed. (*Groundskeeper/Custodian will be scheduled for the same hours as the head guard.*)
5. When the Aquatic Center can be operated safely with less staff, the Contractor should make the appropriate recommendation on staffing levels and contact the Parks and Recreation Director or Supervisor on Duty for approval to implement a staff reduction. No area of the facility should be closed to the public without prior approval from the Parks and Recreation Director, Recreation Specialist or Facility Manager.
6. Contractor shall include cost to furnish staff for other activities outside public swimming hours, including lap swimming programs, swim and dive team activities, and fitness classes and other specialized programs, such as ‘River Walking’. The Contractor shall allow for a total of 600 staff hours for these activities in the “Maximum Base Salary” portion of Part II.
7. The Contractor agrees to provide the City a total of three (3) events of 3 hours each per season in which staffing is provided for after hour functions at no charge to the City of Crestwood. These events will be mutually agreed upon prior to the season with the provision that they may be changed or rescheduled if necessary due to extenuating circumstances.

8. Contractor shall also provide hourly rate for provision of lifeguard services for pool rentals and other special programs scheduled to begin before or after regular hours of operation listed in section 5.1 and that are not listed in the paragraph above.
9. The City is open to discussions regarding different staffing options. If proposing different staffing levels than those listed below, please indicate and also submit based on above levels.

The Owner and Contractor shall work together to determine when it is appropriate to close the Aquatic Center during inclement weather (below 70 degrees, heavy rain, high wind or lightning). The Contractor shall be prepared to reopen it when the weather permits. The Contractor shall have the personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise. If the facility is to be closed for the day, there will be a mutual agreement by the Contractor and the City to close to the public. In an effort to reduce the operating cost of the Aquatic Center and run it as efficiently as possible, the Contractor shall closely monitor staff hours during inclement weather conditions and/or small bather loads. Contractor shall have a hourly program of checking with pool staff to encourage reduction of unneeded hours, yet still maintain a safe, clean facility.

In the event the Aquatic Center is closed during the season for any reason not due to the fault or negligence of the Contractor and not under the control of the Contractor, the Agreement shall remain in full force and effect. Should such close down continue for a period in excess of one (1) week, the Contractor's Fee shall be reduced by 50% of the daily rate per day until such time as the pool is restored to operation and use.

In addition to all other remedies available to the City, the Contractor agrees to pay the City One Hundred Dollars (\$100) for each fifteen (15) minute period that the Aquatic Center or a portion of the Aquatic Center does not open due to Contractor's failure to meet staffing requirements hereunder. If any amenities or pools are closed for more than 3 hours due to error by the Contractor, they are responsible for the rate plus any additional revenues lost. This amount will be credited back to the City. This amount will be based on time of season, average usage, programs, and specific amenities.

PROGRAMS AND SWIM TEAM

1. During all Swim and Dive Team practices and events, there must be at least one lifeguard on duty. If situation warrants, there should be additional guards utilized for safety.
2. During Swim Lessons the City will set the schedule and train the approved and recommended lifeguard staff as swim lesson instructors. The contractor will have a Swim Lesson Coordinator on site during all scheduled swim lesson sessions. This coordinator will schedule the instructors and will work with the Recreation Specialist to successfully complete the sessions.
3. The City will do all scheduling of swim lesson sessions, swim meets, fitness programs and special events. A calendar of events will be provided to the Contractor at the beginning of each month.

5.4 Operational Supplies/Utilities

Contractor shall furnish all chemicals and first-aid supplies as specified for the pool operation during the season. Contractor shall provide, brooms, mops and scrub brushes for the facility. City shall provide paper towels, soap, trash bags, toilet paper, cleaners and light bulbs for the facility. City shall furnish water, telephone, electricity and pay for the same. City shall provide four (4) sets of keys for locks that access the pool, bathhouse and equipment areas which should be accounted for at all times. In the event the Contractor cannot account for all keys, they will be responsible for the cost of rekeying all locks.

5.5 The City or others will furnish all cashier/gate personnel, food concession employees and swim and dive coaches.

6. RENEWAL OPTION

Upon expiration of the Agreement, the City shall have the option to renew the Agreement, one year at a time, and pending approval of funding, for four additional years under the same terms and conditions, provided there are minimal increases in the management fee and salary budget that are agreed upon by the City and Contractor.

7. INSURANCE

- 7.1 **General.** The Contractor shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his/her agents, representatives, or subcontractors. The cost of such insurance shall be included in the Contractor's Bid.

The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section 7, and the City has approved such insurance. The Contractor shall not permit any subcontractor to commence work in relation to the Agreement until insurance equivalent of that required of the Contractor has been so obtained and approved by the City. The Contractor shall furnish the City the certificates for insurance and must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in Sections 7.2 through 7.5. The City and such additional persons and entities as may be deemed to have an exposure to liability or a result of the performance of the work by the Contractor, as determined by the City, shall be named as an additional insured. This requirement of insurance does not limit the Contractor's liability under the Agreement in any manner. Nothing in the Agreement, or provision of insurance, shall be deemed a waiver of sovereign immunity by the City. The insurance coverage required herein shall be on a primary and non-contributory basis. Insurance coverage as requested, may be provided in a multiple of primary and excess policies if necessary.

- 7.2 **Worker's Compensation Insurance.** The Contractor shall procure and shall maintain during the Agreement, Workers' Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Workers' compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be \$2,000,000 per occurrence.

- 7.3 **Commercial General Liability Insurance.** Contractor shall carry public liability and property damage insurance, which shall include bodily injury and accidental death to any person. The policy will include protection for the minimum limits set forth below:

Public Liability: \$2,000,000.00 per person, \$2,000,000.00 per occurrence
Property Damage: \$2,000,000.00 per person, \$2,000,000.00 per occurrence

The policy will include protection for the following hazards:

- (A) Premises and Operation
- (B) Independent Contractor's Coverage
- (C) Products and Completed Operations Liability Coverage to apply one year beyond final performance under the Agreement
- (D) Personal Injury Liability
- (E) Broad Form Property Damage
- (F) Contractual Liability

7.4 **Comprehensive Automobile Liability Insurance.** The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in amounts not less than the limits set forth below:

| | |
|---------------------------------|--|
| Bodily Injury, Including Death: | \$2,000,000.00 each person, \$2,000,000.00 each occurrence |
| Property Damage: | \$2,000,000.00 each accident |

7.5 **Satisfactory Coverage.** The insurance which the Contractor is required to obtain and maintain pursuant to this Section 7 of the Request for Bids shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with insurers with a Bests' rating of no less than A: VII. The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the term of the Agreement. All insurance policies shall include a clause to the effect that the policy shall not be canceled or changed unless thirty (30) days prior written notice had been received by the City and provided further that the notice must be evidenced by receipt of registered letter.

7.6 **Proof of Insurance.** "Certificates of Insurance" shall be originals, not copies, shall contain true transcripts for the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause referred to in Section 7.5.

8. THE CITY OF CRESTWOOD INDEMNIFIED AND HELD HARMLESS

8.1 **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, its officers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from Contractor's breach of the Agreement or out of services and operations negligently performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. Contractor's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully provided Agreement amount, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

9. LICENSES AND PERMITS

9.1 The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Crestwood) necessary for the operation of the facility provided, however, the Contractor shall not be responsible for obtaining a use permit.

10. HEALTH AND SAFETY STANDARDS

- 10.1 The Contractor shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of Crestwood and St. Louis County. The Aquatic Center will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Crestwood, the County of St. Louis, and the operation shall be in accordance with all the rules and regulations of the Health Department of the State of Missouri. The Contractor shall maintain the pool enclosure in a clean and safe condition at all times.
- 10.2 The Contractor will be required to participate in a complete aquatic review program as provided by Starfish Aquatics Institute, Jeff Ellis & Associates, or the American Red Cross. The costs to participate in such programs shall be borne by the Contractor.

11. CONTRACTOR'S BOOKS AND RECORDS

- 11.1 The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, chemical levels, injuries, accounts of daily occurrences, maintenance information, payroll records, and all necessary data to properly manage the facility. All daily information, as well as a year-end report is to be provided to the Parks and Recreation Director and Recreation Specialist for Aquatics of the City of Crestwood no later than October 31 each year.

CITY OF CRESTWOOD BID FORM
BIDDER'S DECLARATION

Signature of Contractor indicates that he/she has examined the information and conditions surrounding the operation of the Crestwood Aquatic Center and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Bid to ascertain that no mistake or error is contained in the Bid; and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

Signature of Contractor

Date

Contractor Printed Name

Contractor's Phone Number (____) _____

Contractor's Fax Number (____) _____

Contractor's Full Mailing Address _____

Zip Code

CITY OF CRESTWOOD BID, FORM C**PART I "MANAGEMENT FEE"**

The undersigned, having examined and being familiar with the conditions affecting the services desired to be performed as outlined in the Request for Bids and specifications relating to the Crestwood Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to operate the Aquatic Center in a safe, healthy, sanitary and efficient manner, in strict accordance with the Request for Bids and specifications for the sum hereafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of the base Bid "Management Fee".

| | 2026 | 2027 | 2028 | 2029 | 2030 |
|--------------------------|------|------|------|------|------|
| Due April 15 | \$ | \$ | \$ | \$ | \$ |
| May 15 | \$ | \$ | \$ | \$ | \$ |
| June 15 | \$ | \$ | \$ | \$ | \$ |
| July 15 | \$ | \$ | \$ | \$ | \$ |
| August 15 | \$ | \$ | \$ | \$ | \$ |
| Final Payment | \$ | \$ | \$ | \$ | \$ |
| Total Management Fee Bid | \$ | \$ | \$ | \$ | \$ |

Accompanying this Bid is a Bid Bond, (Certified Check), (Cashier's Check) in the amount of \$_____ representing approximately 5% of the Bid price, made payable without condition, to the City of Crestwood, and it is agreed that the Bid security shall be retained as liquidated damages for the delay and extra expense caused to the City of Crestwood, if the undersigned fails to execute the Agreement and furnish the Bond required by the Agreement documents.

Taxes. The amount as stated above includes all sales taxes, excise taxes, and other taxes, for all materials and appliances subject to and upon which taxes are levied.

Dated this ____ day of _____, 2026.

BID OF _____

UNDER THE LAWS OF THE STATE OF _____

A PARTNERSHIP CONSISTING OF * _____

AN INDIVIDUAL TRADING AS * _____

A JOINT VENTURE CONSISTING AS _____

* Insert Corporation (s), partnership or individual, as applicable

CITY OF CRESTWOOD BID FORM

PART 11 " SALARY BUDGET"

The undersigned, having examined and being familiar with the conditions affecting the services desired to be performed as outlined in the Request for Bids and specifications relating to the Crestwood Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, including: managers, assistant managers, lifeguards, shallow water guard certification for: top of slide, bottom of slide, and children's pool; to operate the Aquatic Center in a safe and efficient manner in strict accordance with the Request for Bids and specifications for the sum hereafter specified.

MAXIMUM BASE SALARY

| | 2026 | 2027 | 2028 | 2029 | 2030 |
|--------------------------------|----------|----------|----------|----------|----------|
| Maximum Base Salary for Season | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

SALARIES FOR RECREATION PROGRAM / SPECIAL EVENTS NOT COVERED UNDER SECTION 5.4:

Manager \$ _____ per hour

Assistant Manager \$ _____ per hour

Swim Lesson Coordinator \$ _____ per hour

Swim Instructor \$ _____ per hour

Lifeguard \$ _____ per hour

Groundskeeper/Custodian \$ _____ per hour

SALARY RATES FOR POOL RENTALS SCHEDULED AFTER PUBLIC POOL HOURS:

Contractor shall provide cost to furnish staff (guards, janitorial workers and managers) for pool rentals scheduled evenings after 7:00pm and mornings prior to 11:00am

Manager \$ _____ per hour

Assistant Manager \$ _____ per hour

Lifeguard \$ _____ per hour

Note: Staffing for private rentals will be based on the number of staff needed depending upon:

- 1.) The number of people in attendance for the rental, and
- 2.) The portions of the facility rented.

CITY OF CRESTWOOD BID FORM

PART III "MAINTENANCE/SERVICE RATES"

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the Request for Bids and specifications and other contract documents relating to the Crestwood Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, including: managers, assistant managers, lifeguards to operate the Aquatic Center in a safe and efficient manner in strict accordance with the Request for Bids and specifications for the sum hereafter specified.

1. Please provide the hourly rates for the following staff that would be utilized at the Crestwood Aquatic facility for service/repair work.

Service Technician \$ _____/hr

Two-Man Service Crew \$ _____/hr

Two-Man Dive Team \$ _____/hr

Other _____ \$ _____/hr

2. State the percentage for mark-up for parts, materials, labor and supplies above the actual cost and shipping cost:

% _____

List any additional maintenance

TO: City of Crestwood
Attention: Megan Reininger, Recreation Specialist - Aquatics
9245 Whitecliff Park Lane, Crestwood MO 63126
Attn: Aquatic Center Management Bid

1. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the Agreement for which this bid is submitted. Also attached is a Statement of Bidder's Qualifications.

2. Bidder understands that the City reserves the right to reject any and all Bids and to waive any informalities in the bidding.

3. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

4. Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the Agreement attached within ten (10) calendar days and deliver the required Bonds.

5. The Bid security attached in the sum of _____
DOLLARS \$ _____ is to become the property of the City in the event the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City caused thereby.

Bidder's Signature _____

Contractor Printed Name _____

Note: All signatures must be original, not copies, duplicated, stamped, etc.

IF AN INDIVIDUAL:

Name of Individual: _____

Signature of Individual: _____

Residence Address: _____

Zip Code _____

Address for Communications: _____

Zip Code _____

Telephone Number: (____) _____

Fax Number (____) _____

IF A CORPORATION:

Name of Corporation:_____

1. Incorporated under the laws of the State of_____

2. Licensed to do business in Missouri: Yes____ No____ (check one)

Name and Title of Office:_____

Signature of Officer:_____

Address for Communications:_____

Zip Code_____

Telephone Number: (____) _____

IF A PARTNERSHIP:

Name of Partnership:_____

Signature of Partner(s):_____

Name and addresses of all partners:_____

Address for Communication: _____

Zip Code_____

Telephone Number: (____) _____

NON-COLLUSION AFFIDAVIT

STATE OF, _____
COUNTY OF, _____

_____, being first duly sworn, deposes and says that he is _____ *(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

(Title)

Subscribed and sworn to before me this _ day of _____, 20__.
Seal of Notary

Notary Public

STATEMENT OF BIDDERS QUALIFICATIONS

(To be submitted by the Bidder with his/her Bid)

All questions must be answered and the data given must be clear and comprehensive. If necessary, question may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires *This Statement must be notarized.*

1. Company Name: _____

Phone Number: (____) _____

1. Permanent main office address: _____

3. When organized: _____

4. If a corporation, where incorporated: _____

5. Number of years in business: organizations. _____ IF not under present firm name, list previous firm names and types of organizations.

6. Contracts on hand (complete the following schedule):

| Project & Address | Owner | Owner's Representative | Contract Amount | Percent Completed |
|----------------------|-------|---------------------------|--------------------|----------------------|
|----------------------|-------|---------------------------|--------------------|----------------------|

7. General character of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? If so, When, where and why? - _____

9. Have you ever defaulted on a contract? If so, When, where and why? _____

| Site | Owner | Representative | Address | Years Managed |
|------|-------|----------------|---------|---------------|
|------|-------|----------------|---------|---------------|

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City?_____

Date at _____ this _____ day of _____, 20____.

State of _____

Title: _____

State of)
) ss
County of)

_____, of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Notary Public: _____ My Commission expires: _____