



DEPARTMENT OF PARKS AND RECREATION

**Request for Bids
Crestwood Community Center Backstops**

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

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

Bid must be submitted to the City of Crestwood at the Crestwood Community Center, 9245 Whitecliff Park Lane, by 3 pm on Friday, January 24, 2020.

January 8, 2020

INSTRUCTION TO BIDDERS

1. Bidders must thoroughly examine the site and review the specifications, including addenda, if any, before submitting a bid.
2. The City reserves the right to waive any informalities or minor defects in the bids or bidding procedures; to reject any or all bids; to re-bid the project at a later date if bids are rejected; and 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.
3. 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 Eilien Ramirez at eramirez@cityofcrestwood.org, an interpretation will be made and an Addendum issued to all registered Bidders. Failure to have requested an Addendum shall not relieve the Bidder from performance in accordance with the intent of the Specifications. Addenda will ordinarily be in writing and mailed or e-mailed; however, telephone notice to an Officer of the Bidder shall be deemed sufficient during the week immediately preceding the Bid review.
4. 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.
5. 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.
6. Certificate of Insurance naming the City of Crestwood as additional insured shall be filed with the owner. Minimum insurance requirements include:
 - (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

6. 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.
7. 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.
8. 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:
9. 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."
10. Bidder will submit the required documentation and affidavits to show participation in a Federal Work Authorization Program, as required by applicable Missouri State law if requested.
11. The Bidder shall supply the City with all pertinent written literature and warranty information from the manufacturer on all products specified in the proposal.
12. Bidder must furnish a list of references with contact persons and telephone numbers.

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. Clean 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.
2. 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.
3. Minimum 25 year warranty on basketball backstops.
3. 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.
4. Project to be completed by May 1, 2020.

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2020, 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 _____, 2020, for bids for Crestwood Community Center Backboards at 9245 Whitecliff Park Lane, Crestwood, Missouri ("RFB"); and

WHEREAS, Contactor submitted a bid in response to the City's RFB on _____, 2020 ("Bid"); and

WHEREAS, the City has selected the Contractor for the Crestwood Community Center Backboards 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 prior to May 1, 2020. 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 11 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, except pursuant to an authorized change order or 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:

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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 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.

11. 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.

12. 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.

13. 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 11 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.

14. City Representative. The City representative shall be the Manager of Recreation, 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.

15. 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: Manager of Recreation
 City of Crestwood
 9245 Whitecliff Park Lane
 Crestwood, MO 63126

Contractor: _____

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

17. 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.

18. 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.

19. 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.

20. Compensation and Payment. City shall pay Contractor for the Work and Project, the total not to exceed amount of _____ Thousand _____ Hundred _____ Dollars and Zero Cents (\$_____.00). 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

NAME OF CONTRACTOR:

CONTRACTOR'S AUTHORIZED SIGNATURE:

DATE SIGNED:

City of Crestwood's Representative in receipt of signed contract:

Date City of Crestwood received signed contract:

EXHIBIT A
SCOPE OF SERVICES

1. The City’s Project Manual & Specifications and Request for Bids for the Crestwood Community Center Backstops.

BID SPECIFICATIONS

1.1 **RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Supplementary conditions and division 1 specification sections, apply to this section.

1.2 **SUMMARY**

- A. This section includes the following gymnasium equipment:

1. Basketball Equipment – Two Backstops

1.3 **PERFORMANCE REQUIREMENTS**

- A. Seismic Performance: Provide two basketball backstops capable of withstanding the effects of earthquake motions determined according to the building code in effect for this project or ASCE 7, “Minimum Design Loads for Buildings and Other Structures”: Section 9, “Earthquake Loads,” whichever is more stringent.

1.4 **SUBMITTALS**

- A. Product data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, features, and finishes. Include details of anchors, hardware, and fastenings. If applicable, include assembly, disassembly, and storage instructions.

1. Gymnasium Equipment Operators: Include operating instructions

- B. Shop Drawings: Show location and extent of fully assembled gymnasium equipment. Show location and extent of disassembled equipment and components and transport and storage accessories. Include elevations, sections, and details not shown in product data. Show method of field assembly, connections, installation details, mountings, attachments to other work, operational clearances, and relationship to adjoining work.

1. Blocking and reinforcement: Show locations of blocking and reinforcement required for support of gymnasium equipment.

- C. Coordination Drawings: Court layout plans and elevations drawn to scale and coordinating game lines and markers applied to finish floor.
- D. Product certificates: For each type of gymnasium equipment, signed by product manufacturer.
- E. Manufacturers certificates: Signed by manufacturers certifying that they comply with requirements. Include evidence of manufacturing experience and year of company being founded.
- F. Qualification data: For professional engineer – Plans must be sealed by registered professional engineer licensed in the state of Missouri.
- G. Maintenance Data: For gymnasium equipment and gymnasium equipment operator to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Provide three references for basketball backboards.
- B. Source limitations: Obtain each type of gymnasium equipment through one source from a single manufacturer.
- C. Standards: Provide gymnasium equipment complying with or exceeding the requirements of the State High School Association

1.6 COORDINATION

- A. Coordinate removal of existing equipment
- B. Coordinate layout and installation of overhead-supported gymnasium equipment and suspension system components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression-system components, and partition assemblies.

PART 2- PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Basketball Equipment
 - a. Aalco Mfg. Co.
 - b. AL, Inc.; ADP Lemco, Inc.
 - c. Performance Sports Systems, Inc.
 - d. Porter Athletic Equipment, Inc.

2.2 MATERIALS, GENERAL

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; mill finish or decorative, baked-enamel, powder-coat finish.
1. Extruded Bars, Profiles, and Tubes: ASTM B 221
 2. Cast Aluminum: ASTM B 179
- B. Steel: Comply with the following
1. Steel plates, shapes, and bars: ASTM A 36/A 36M, hot dipped galvanized
 2. Steel pipe: Standard-weight steel pipe complying with ASTM A 53.
 3. Cold formed Steel tubing: ASTM A 500, Grade A, unless another grade is required by structural loads.
 4. Steel mechanical tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513 or steel tubing fabricated from steel complying with ASTM A 569/A 569 M and complying with the dimensional tolerances in ASTM A 500.
 5. Malleable-iron castings: ASTM A 47, Grade required by structural loads.
 6. Support cable: ¼ inch- (6mm) diameter, 7x19 galvanized steel aircraft cable with a manufacturer's written recommendation for size, number, and method of installation.
 7. Support chain: Proof coil chain, complying with ASTM A 413/A 413M, grade 30, size and diameter as required by structural loads; plated or painted. Provide fittings complying with chain manufacturer's written recommendations for size, number, and method of installation.
- C. Particleboard: ANSI A208.1.
- D. Wood-based, Structural-use panels: Comply with DOC PS 2; for plywood, comply with DOC PS 1.
- E. Equipment mounting pads: Wood, transparent or neutral color painted finish, size, and quantity as required to mount gymnasium equipment according to manufacturer's written recommendations
- F. Anchors, fasteners, fittings, and hardware: Manufacturer's standard corrosion resistant or non-corrodible units. Provide as required for gymnasium equipment assembly, mounting, and secure attachment.
- G. Non-shrink, non-metallic grout: Premixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with ASTM C 1107 with minimum strength recommended in writing by gymnasium equipment manufacturer.

2.3 BASKETBALL EQUIPMENT

A. Specifications herewith are based upon products produced by Aalco Manufacturing Company, St. Louis, MO 63125.

1. Provide two Aalco Mfg. Co. model #2000FJK (Forward-Jackknife) ceiling mounted basketball backstops or equivalent.
 - a. Backboard supporting main drop shall be in the form of a braced "T" of welded construction where size will permit it to be so shipped. Crossbars shall be of at least 2" O.D. heavy wall pipe and stem shall be 6 5/8" O.D. structural tube with a wall thickness of .134. Sway bracing shall be of 1 1/2" x 3" – 11ga. R.S.T. and shall extend to within 24" of the top of the backboard to assure adequate torsional support of the backboard. Backboard shall extend at least 6" out from the drop by rigid support brackets. An adequate sized brace of at least 2 3/8" O.D. inclined from the vertical shall support the main drop to the front of the backboard and jackknife-fold to permit storage of the structure to a near horizontal position.
 - b. Backboards shall be Aalco Mfg. Co. model #501SUB. Backboards shall be of official 72" x 42" size and incorporate 1/2" tempered plate glass with fired in white target and border framed in 6063-T6 extruded aluminum equipped with key-slotted steel corner brackets. Goal shall mount directly to a steel box-beam against breakage of the glass running the entire lower edge of the board. A rubber gasket shall separate all glass and metal parts. Backboard shall be provided guaranteed for life.
 - c. Height adjustment feature shall be Aalco Mfg. Co. model #2000 So-Lo glide. Unit shall be of electric operation and shall allow adjustment of the goal height from 8' to 10' above playing surface. Unit shall be of internal telescoping type allowing the force of play to be diverted to the mast and superstructure assembly and not to the feature itself. Shall include an up-off-down, momentary-contact, flush mounting control switch, key-operated to prevent unauthorized operation. Bolt-on type height adjusters shall not be considered equal.
 - d. Goals shall be Aalco Mfg. Co. model #28HS4 on the main court. Goals shall be of 5/8" round cold rolled material formed to an exact 18" inside diameter. Goal shall provide a safe-release mechanism designed to flex downward when pre-set pressure is applied to the rim without sustaining a permanent bend. Goal shall be provided with a 12 loop nylon net and finished in electrostatic powder coated orange.

- e. Folding operation of the backstops shall be provided by model #75RC. Operator shall include the following features: 1) 120 VAC, capacitor-start, overload-protected motor of such HP as to raise the backstop in 2 minutes or less; 2) worm-gear speed reduction for unassisted support of load at all times, including the event of a power failure; 3) lubed-for-life bearings and gearing; 4) hoist-mounted, pre-wired rotary travel control mechanism, easily set to automatically limit both up & down travel; 5) reversing magnetic contactor enabling 4-wire remote control of hoist; and 6) up-off-down, momentary-contact, recessed control box, key-operated to prevent unauthorized operation.

- f. Shall be provided with Safety straps of Aalco Mfg. Co. model #AST. Shall be a completely automatic, non-electric mechanism capable of catching and holding a basketball backstop at any time and in any "folding" position should it fall due to failure of the hoist system. The catch shall mount to an independent portion of the overhead structure and attach to the folding structure of the backstops by means of tether which winds and rewinds from a spring powered storage wheel. The tether shall be of 2" wide, 6000lb. tensile, nylon webbing to provide both high strength and maximum shock cushioning. Rewind power shall be provided by a "spring motor" design spring in order to provide a uniform 8lb. torque essential to avoiding slack. A flyweight mechanism of the catch shall provide response to high speed unwinding of the tether strap by tripping the engagement of a ratchet catch, so as to stop the load within 12" of travel. The unit shall automatically reset itself when the load is disengaged.

- g. Backboards shall be provided with Aalco Mfg. Co. model #PGPP bolt on type safety padding and shall be of color as chosen by the architect from manufacturer's standard color selection sheet.

PART 3 -EXCECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for play court layout, alignment of mounting substrates, installation tolerances, operational clearances,[accurate locations of connections to building electrical system,] and other conditions affecting performance.
 - 1. Verify critical dimensions.
 - 2. Examine supporting structure and [subgrades] subfloors and footings below finished floor.
 - 3. Examine ceiling and wall assemblies, where reinforced to receive anchors and fasteners, to verify that locations of concealed reinforcements have been clearly marked. Locate reinforcements and mark locations.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions [and competition rules indicated for each type of gymnasium equipment]. Complete equipment field assembly, where required.
- B. Unless otherwise indicated, install gymnasium equipment after other finishing operations, including painting, have been completed.
- C. Permanently Placed Gymnasium Equipment and Components: Rigid, level, plumb, square, and true; anchored securely to supporting structure; positioned at locations and elevations indicated on Shop Drawings; in proper relation to adjacent construction; and aligned with court layout.
 - 1. Operating Gymnasium Equipment: Verify clearances for movable components of gymnasium equipment throughout entire range of operation and for access to operating components.
- D. Anchoring to In-Place Construction: Use anchors and fasteners where necessary for securing built-in and permanently placed gymnasium equipment to structural support and for properly transferring load to in-place construction.
- E. Connections: Connect automatic operators to building electrical system.

3.3 ADJUSTING

A. Adjust movable components of gymnasium equipment to operate safely, smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and moving parts.

3.4 CLEANING

A. After completing gymnasium equipment installation, inspect components. Remove spots, dirt, and debris and touch up damaged shop-applied finishes according to manufacturer's written instructions.

B. Replace gymnasium equipment and finishes that cannot be cleaned and repaired, in a manner approved by Architect, before time of Substantial Completion.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment.

EXHIBIT A
SCOPE OF SERVICES

2. The Contractor's Bid Proposal.

CRESTWOOD COMMUNITY CENTER BACKSTOP BID FORM

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

E-mail: _____

Telephone Numbers: _____

Warranty Information: _____

Community Center Backstops	
Total Bid	\$ _____

LIST THREE REFERENCES

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

Bid must be submitted to the City of Crestwood at the Crestwood Community Center, 9245 Whitecliff Park Lane, by 3 p.m. on Friday, January 24, 2020.

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: 10 year 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.