



City of O'Fallon
Playground Equipment Design, Surfacing and Installation
Request for Proposals #23-021

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 23-021

**O'FALLON PLAYGROUND EQUIPMENT DESIGN, SURFACING, AND
INSTALLATION**

FEBRUARY 10, 2023

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified playground equipment companies capable of providing custom playground design, materials, surfacing and install services to replace a playground structure at Brendan’s Playground (O’Fallon’s first all-inclusive playground) in Westhoff Park. In general, the City is looking for replacement surfacing and a unique play structure to replace 1 of 3 playground structures with engaging features for all abilities with high play value that will encourage physical activity and enhance motor skill development. The RFP states the overall scope of product desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (hereafter referred to as “the City”) to satisfy the needs as outlined in the scope of services.

BACKGROUND:

In late 2010, The City of O’Fallon partnered with Unlimited Play. Inc., a local not-for-profit, to raise funds for O’Fallon’s first all-inclusive playground. The playground, named after O’Fallon resident Brendan Schmitt, is located in the northeast corner of Westhoff Park, which is easily accessible from T.R. Hughes Blvd. and opened in 2011. The City is planning to replace the existing playground surfacing throughout the entire playground as well as the center playground structure that is in disrepair. This will include, but not limited to all work for a playground company to coordinate a design package working directly with City staff members and complete the installation as determined by the process.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	February 10, 2023
Pre-submittal Facility Walk Through (Not Mandatory)	February 21, 2023 at 1:00 P.M CST
Deadline for submission of questions:	March 01, 2023 at 12:00 P.M. CST
Proposal submission deadline:	March 16, 2023 at 10:00 A.M. CDT

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to March 16, 2023, at 10:00 A.M. (prevailing central time).

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 23-021 O’FALLON PLAYGROUND EQUIPMENT DESIGN, SURFACING, AND INSTALLATION**” and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

SUBMITTED PROPOSALS WILL NOT BE PUBLICLY READ.

QUESTIONS

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CST) on March 1, 2023 via email cgrabin@ofallon.mo.us. The City will only respond by the end of day on March 2, 2023 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be posted on our website. <http://www.ofallon.mo.us/bid-opportunities>. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. If you received this RFP by means other than the City website provided, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-verify compliant and shall provide documentation to support this requirement **within the proposal** including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

PRICING:

This request for proposal is a one (1) year agreement, exercised at the sole discretion of the City of O’Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

PREVAILING WAGE – This bid is to be submitted as prevailing Annual Wage Order No. 29 (Appendix B.)

AWARD REQUIREMENTS:

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance
- W9

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O’Fallon reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF O’FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

A pre-submittal facility walk through will be completed on February 21, 2023 starting at 1:00 PM. Attendees will meet staff at Brendan’s Playground in Westhoff Park. This will be the only time for potential submitting companies to walk through the facility for this proposal with staff, no exceptions. Not attending does not disqualify a Vendor from submitting a proposal.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O’Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as “Confidential/Proprietary” information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term “Confidential/Proprietary” does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O'Fallon as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate.

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Vendor's defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax exempt certificate shall be presented to the firm or company that is awarded a contract.

BID SECURITY:

Each bid shall be accompanied by a bid bond (on form attached), cashier's check or a certified check for an amount not less than five (5) percent of the bid amount; payable unconditionally to the City of O'Fallon, Missouri as a guarantee that the bidder will execute a contract. The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned.

PERFORMANCE AND PAYMENT BOND:

A bond will be required for the full amount of the contract price (100%) with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditioned for the faithful performance and payment of this contract and the guarantee of the work. Both contract and bond shall be executed in triplicate and in the form to be approved by the City.

LIQUIDATED DAMAGES:

Liquidated damages shall be assessed against the Contractor for failure to commence the project within ten (10) calendar days from the written notice to proceed date and/or complete the project on the designated completion date in the amount of Two Hundred Fifty and Dollars (\$250.00) per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. destination. Shipments sent C.O.D. without City's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

Inquiries concerning this Request for Proposals shall be directed to:

Christine Grabin
Purchasing Agent
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri
Phone: (636) 379-5527
cgrabin@ofallon.mo.us

BID BOND/SECURITY

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title Signature and Title

Attest: _____

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____
_____ of _____
(Firm*)

*a (corporation) (partnership) duly authorized by law to do business as a construction CONTRACTOR as Principal and _____ (Surety and Address) (hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound unto the City of O'Fallon, (hereinafter called the "CITY"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which to be made unto said CITY, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____, 20____, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said CITY for the construction of:

O'FALLON PLAYGROUND EQUIPMENT DESIGN, SURFACING, AND INSTALLATION

NOW THEREFORE, if the said Principal shall faithfully and properly perform the fore-going contract according to all terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any CONTRACTOR in the name of said CITY.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice:

- a) To the extension of time to the CONTRACTOR in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.
- c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond

for defects in workmanship or material not discovered or known to the CITY at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in
One (1) _____ original part as of the _____ day of _____, 2023.

(SEAL)

Attest:

BY: _____

(SEAL)

Attest:

BY: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein after called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of O'Fallon

(Name of Owner)

100 North Main Street, O'Fallon, Missouri 63366

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

O'FALLON PLAYGROUND EQUIPMENT DESIGN, SURFACING, AND INSTALLATION

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in one (1) part, which shall be deemed an original, this the ____ day of _____, 2023.

ATTEST:

Principal

BY _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT: Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

CITY-CONTRACTOR AGREEMENT

(Sample Form)

THIS AGREEMENT, by and between the City of O'Fallon, Missouri, hereinafter called the OWNER, and _____, a _____, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, in accordance with law, the OWNER has caused contract documents to be prepared and an advertisement calling for bids to be published, for and in connection with the **O'Fallon Playground Equipment Design, Surfacing and Installation**, and

WHEREAS, the OWNER, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted, and has determined the aforesaid CONTRACTOR to be the lowest and best bidder for the work and has duly awarded to the said CONTRACTOR a contract therefore, for the sum or sums named in the CONTRACTOR's bid, a copy of the Bid Form being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein, the parties hereby agree, the OWNER for itself and its successors, and the CONTRACTOR for itself and any successors, assigns, and administrators, as follows:

ARTICLE I.

CONTRACTOR shall furnish, at CONTRACTOR's expense, all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities, all materials, supplies and equipment specified and required for the completed work; and provide and perform all necessary labor in a good, substantial, and workmanlike manner to construct and complete the work as described and required by the plans, specifications, and the proposal for construction of the improvements, all in accordance with the plans, specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein, all work to be done under the direct supervision, and to the entire satisfaction of the OWNER.

ARTICLE II.

CONTRACTOR shall comply in all respects with provisions of the Contract Documents regarding Equal Employment Opportunity, handicapped facilities, nonsegregated facilities, and Missouri Prevailing Wage Law.

ARTICLE III.

OWNER will pay the CONTRACTOR for the performance of the Agreement, in current funds, subject to additions and deductions as provided for in the Contract Documents, the sum of (\$ in figures) (in words) _____ for all work covered by and designated in the bid. Payment shall be made in the manner and as specified in the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DETAILS SPECIFICATIONS and the INSTRUCTIONS TO BIDDERS. Five percent (5%) of partial payments shall be retained until all work is completed.

ARTICLE IV.

CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without previous written consent of the OWNER. In no case shall the CONTRACTOR assign work amounting to more than **seventy (70%) percent** of the total contract amount. No transfer of contract shall release the CONTRACTOR of his liability under the contract and bonds applicable thereto.

ARTICLE V.

CONTRACTOR agrees to begin work within ten (10) days after receiving written notice to start work from the OWNER and to complete the work by **November 3, 2023.**

ARTICLE VI.

In conformity with the GENERAL CONDITIONS and BID FORM, the amount of liquidated damages for the Contract shall be **Two Hundred and Fifty Dollars (\$250.00)** per consecutive calendar day.

ARTICLE VII.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VIII.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change

Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE IX.

- (a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the OWNER, or otherwise breaches any provision of the Contract, the OWNER may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the OWNER shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the OWNER may deem expedient, which may include, but is not limited to, the OWNER itself completing the work or the OWNER hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the OWNER promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the OWNER, shall promptly:
- i. assign to the OWNER in the manner and to the extent directed by the OWNER all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party and which relate to the Work or to construction equipment required therefore, and
 - ii. make available to the OWNER to the extent directed by the OWNER all construction equipment owned by the CONTRACTOR and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the OWNER by giving three (3) days prior written notice to the CONTRACTOR if the OWNER, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE X.

This project has been originated by:

City of O'Fallon, Parks Department
100 North Main Street
O'Fallon, MO 63366

who will act as the OWNER in accordance with the Contract Documents.

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed, and the CONTRACTOR has executed one (1) original of this Contract in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Contract.

CITY OF O'FALLON, MISSOURI, OWNER

BY: _____ DATE _____

_____, City Administrator

ATTEST:

Deborah Ryan - City Clerk

_____, CONTRACTOR

BY: _____ DATE _____

_____ (Title)

ATTEST:

_____ (Title)

CITY OF O'FALLON, MISSOURI

RFP NUMBER 23-021

SCOPE OF SERVICES

The City Parks Department is seeking proposals for replacing the center 5-12 age play structure (**Exhibit A.**) at Brendan's Playground in Westhoff Park with a new playground structure and new safety surface throughout the entire playground. The City request a one-color synthetic grass safety surface meeting all the required fall heights as required by all the playground equipment, including but not limited to, the following scope specified below:

- **Safety Surface**
 - Existing safety surface will be removed by other.
 - Current base under safety tile is concrete with 4" concrete curbs. The existing rubber tile is 4". It is required that there is a smooth transition from the safety surface to the adjoining sidewalks.
 - Install of green synthetic grass designed for playgrounds.
 - The City has experience with Foreverlawn and Xgrass. It is required that the bid safety surface be comparable to these two types of playground safety grass.
 - Nailer boards for the safety surface must be a treated lumber or a material that is rot resistant.
 - Safety surface must be attached to the nailer board utilizing stainless steel hardware.
 - It is required that the vendor field verify all fall heights of equipment to ensure the safety surface is properly rated throughout the entire playground.
 - Replacement materials should be readily available with local shipping to avoid overseas freight charges.
 - It will be required of the vendor to perform training on proper preventative maintenance on synthetic turf as well as training on how to replace damaged turf in sizes as large as 8 sq. ft. areas.
 - IPEMA Impact Attenuation Report – ASTM F1292-18 is required for all different fall heights throughout the playground.

- **Playground Structure**
 - Existing structure to be removed by other.
 - Full installation to be included in this bid.
 - It is the desire of the City to have a unique structure designed/installed.
 - Current structure has working 110 Electric on one 20-amp breaker.
 - All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
 - Play structure must be age appropriate with proper signage.
 - Replacement structure is to be functionally linked or separated appropriately from the Giant Net Climb with seats as well as any other components in the playground.
 - Structure to have two sound components, one on ground level and one on second level.
 - Current structure has two slides. It is required to have a minimum of one slide.
 - Structure shall be designed to get the most out of the space on ground level and 1st

- level.
- Structure shall incorporate a roof or overhead structure to provide some shade.
- Structure shall connect to back sidewalk with an ADA ramp. Current ramp and rails will not be reused.
- Structure shall have one ADA transfer platform from the ground level.
- Structure shall be designed to color coordinate with the rest of the playground.
- Structure shall have a similar bugs theme, yet different then the two remaining structures.
- It is the desire of the City for replacement parts to be readily available with local shipping to avoid oversee freight charges.

TECHNICAL SPECIFICATIONS

Specs and standards shall be in accordance with all applicable governing codes and regulations as specified with this document and/or as described within this section.

Safety Surface and Playground Components

SECTION INCLUDES

- A. Vendor may submit up to two different designs for the playground structure. Only one will be selected from the awarded vendor.
- B. Proposed playground synthetic safety surface grass.

REFERENCE STANDARDS

- A. All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
- B. All equipment must comply with Americans with Disabilities Act (ADA). The designs.
- C. ASTM F1487-21 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- D. ASTM F2223-19a – Standard Guide for ASTM Standards on Playground Surfacing
- E. ASTM F1292-22 – Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment
- F. ASTM F1951-21 – Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- G. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.

SUBMITTALS

- A. Product Data: Manufacturer's printed product literature for each type of playground component, indicating colors and materials.
- B. Pictures or renderings of what playground will look like. Vendor may submit up to two concept renderings/pictures for the replacement structure, see **Appendix A**. Only one will be selected from the winning vendor.

- C. Playground synthetic grass manufacture and type of infill.
- D. Warranty information on safety surface and playground components/structure.
- E. IPEMA Impact Attenuation Report – ASTM F1292-18 is required for all different fall heights throughout the playground. (After install)

QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years of documented experience.

DELIVERY, STORAGE, AND HANDLING

- A. Package materials as required to prevent damage before installation.

EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.

ASSEMBLY/INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. The play system(s) assembly and installation will be provided and managed by the Vendor. The Vendor must supply direct supervision from the manufacture or supply qualified and certified representative with playground installation. Representative should be a Certified Playground Safety Inspector with a minimum of 10 years' experience in playground installation.
- C. Job site to be made safe at the end of the workday throughout the install process.
- D. A representative of the Vendor is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Vendor's representative of assembly and installation work will be conducted by the City following installation. The City or it's representative will supply the punch list for final completion generated by the co-inspection. The Vendor shall submit to the City the manufacture's certification of compliance and warranty following punch list completion.
- E. Vendor is to supply City staff with digital information that includes, install instructions, maintenance & operation manuals, warranty information, full parts lists with component names/part numbers with diagram of playground.
- F. Vendor is responsible for any damage caused by them to City property. IE. Surrounding amenities, irrigation heads, landscape and grounds.

SCHEDULE

It is the desire of the City to have the playground installed beginning October 2, 2023 with a completion date of November 3. Liquidated damages dates will be set at the time of the agreement with the awarded vendor. If you are unable to meet this deadline, please submit a detailed schedule with your bid.

Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address and phone number.

2. What day(s) and time(s) is the primary contact available?

3. Provide a brief history of the company.

4. Describe any name or ownership changes in the past five (5) years.

5. Additional conditions of purchase requested to be included with the City's Standard Contract (sample contract attached for reference).

6. Provide at least four (4) references of current or past clients for the same services being requested. Include the following information for each reference:

- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Population

7. Cost Proposal:

- Provide a completed proposal worksheet provided with this document. Additional supporting cost information may be provided with a separate sheet. The following is required to be included in your submittal to be considered responsive and complete
 - Completed proposal form, including acknowledgement of all addenda
 - Completed Worker Eligibility Verification Affidavit
 - Renderings of up to two playground structures:
 - All renderings shall include anticipated dimensions, plan and profile look, and general color palette to be selected from.
 - **Only one rendering will be selected.**

Evaluation Criteria:

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

- Proposal Cost/Warranty
- Durability of materials
- Proposal Detail and Completeness
- Ability to provide products that meets all specifications
- Anticipated lead times for material and installations
- Adherence to the requested Information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the Vendor

END OF SCOPE OF SERVICES

CITY OF O’FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal #23-021 and to all the conditions imposed herein, the undersigned offers and agrees to provide the PLAYGROUND EQUIPMENT DESIGN, SURFACING, AND INSTALLATION for the City of O’Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Description	Proposal Price	Warranty
Playground Structure 1 with install	\$ _____	_____ Years
Safety Surface with install	\$ _____	_____ Years
Total Cost	\$ _____	NA
Alternate #1 (Not Required)		
Playground Structure 2 with install	\$ _____	_____ Years

TOTAL PRICE

(As Written) _____

Respondent may provide and attach additional information that respondent feels may help with evaluation and award.

The above total proposal amount above shall include the cost of all labor, equipment, materials, removals, overhead, profit, bonds, insurance and other incidental items required to cover the completion of each such item of work in accordance with the Drawings, Specifications, and Contract Documents.

PROPOSAL FORM (continued)

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.

Addenda 1 _____ Addenda 2 _____ Addenda 3 _____ Addenda 4 _____

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

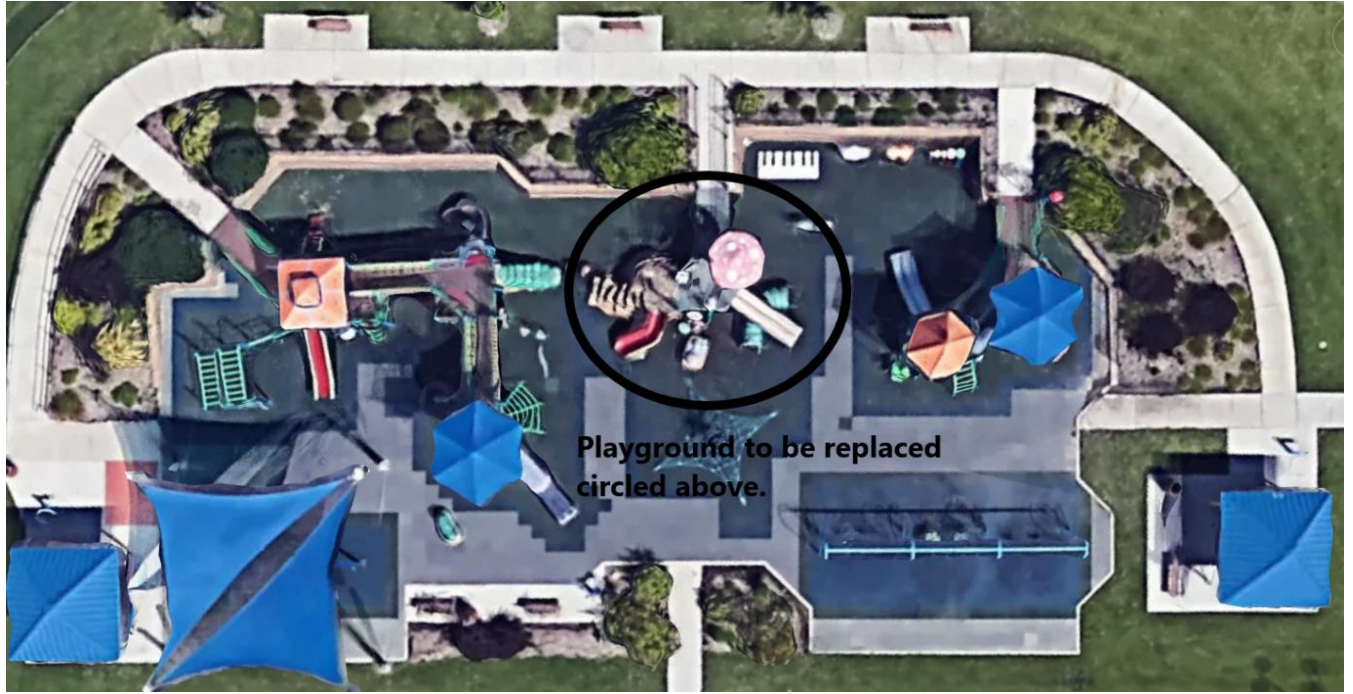
My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

Appendix A.

Brendan's Playground – Westhoff Park, 810 Sheppard O'Fallon, MO 63366



Appendix B.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 092

ST. CHARLES 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

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$85.21
Boilermaker	\$30.19*
Bricklayer	\$80.45
Carpenter	\$59.33
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.69
Plasterer	
Communications Technician	\$60.08
Electrician (Inside Wireman)	\$70.47
Electrician Outside Lineman	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$30.19*
Glazier	\$30.19*
Ironworker	\$65.30
Laborer	\$48.91
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$48.58
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$38.84
Plumber	\$73.13
Pipe Fitter	
Roofer	\$55.02
Sheet Metal Worker	\$70.00
Sprinkler Fitter	\$74.73
Truck Driver	\$30.19*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.98
General Laborer	
Skilled Laborer	
Operating Engineer	\$64.95
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.21
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.