



**INVITATION TO BID
CITY OF DES PERES
THE LODGE OAK ROOM FLOORING REPLACEMENT**

The City of Des Peres is soliciting bids from qualified vendors to furnish and install approximately 1,620 square feet of Mannington Adura 5" Distinctive Plank flooring (Heirloom Cherry Savannah color) and any cove base, transitions and trims for the Oak Room at The Lodge Des Peres at 1050 Des Peres Road. Sealed bids will be accepted until **2:00 p.m. on Tuesday, November 14, 2017**, at Des Peres City Hall, 12325 Manchester Road, at which time they will be publicly opened and read.

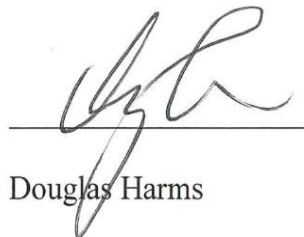
Bids should be submitted in duplicate in a **sealed envelope** clearly marked "**Lodge Oak Room Flooring Replacement**" includes the name of the bidder and date and time of the bid deadline on the front of the envelope to:

Des Peres City Hall
Attn: Stacey Seymour
12325 Manchester Road
Des Peres, MO 63131

Bids may be delivered in person, by carrier or by mail. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. Late bids, faxed and e-mailed bids will not be accepted.

Questions regarding the bid request should be directed to James Lewis, 314-835-6159, or Gerald Merlo, 314-835-6146.

The City of Des Peres reserves the right to reject all bids, waive technicalities, award on any bid that is the most advantageous and to make investigations concerning the experience and ability of the bidder to perform the work. Minimum wages paid to all workers shall comply with the wage rates established by the Missouri Division of Labor Standards.



Douglas Harms

I. INSTRUCTIONS TO BIDDERS
Please Read All Instructions Carefully

1. Bids submitted in accordance with the specifications contained herein shall be received by the City of Des Peres until **2:00 p.m. on Tuesday, November 14, 2017.** All sealed bids should be delivered to Des Peres City Hall, Attn: Stacey Seymour at 12325 Manchester Road, Des Peres, Missouri, 63131.
2. Bid proposals will be opened publicly immediately following the deadline on **2:00 p.m. on Tuesday, November 14, 2017,** in the Council Chamber of Des Peres City Hall, 12325 Manchester Road, Des Peres, Missouri, 63131.
3. The City reserves the right to reject any or all bids, to waive any technicalities and to select the bid deemed by the Mayor and Board of Aldermen to be in the best interest of the City.
4. Bid proposals are to be contained in a sealed envelope, plainly marked **“Lodge Oak Room Flooring Replacement”** include the name of the bidder and date and time of the bid deadline on the front of the envelope.
5. Please complete bid proposal in duplicate. Bid proposal forms including Affidavit of Compliance with Section 285.500 R.S., Et Seq. and Non-Collusion Affidavit must be completed and signed and if applicable, notarized. Failure to complete the Bid proposal forms is cause for rejection of bids.
6. **Estimated amount of time for completion must be as detailed as to provide as little impact to normal operations of the buildings.**
7. The City of Des Peres is exempt from all sales tax. Exemption certificates will be furnished upon request. Any and all discounts for which the City of Des Peres qualifies should be applied and included in the bid.
8. Questions regarding this bid request should be directed to City’s Building Supervisors, James Lewis at 314-835-6159 or Gerald Merlo at 314-835-6146.
9. **No fax, e-mail or verbal bids will be accepted.** Contractors are responsible for the timely delivery of bid packages to the Des Peres City Clerk. A postage meter mark is not sufficient evidence of mailing any bid package.
10. **The measurements given are estimates. Contractor is responsible for verifying all measurements before bidding this project.**
11. **Bids must include removal and disposal of existing flooring and vinyl cove base along with the transitions in the Oak Room. The wood baseboards will be reinstalled after the flooring is installed.**

II. TERMS AND CONDITIONS

1. The proposed materials must be NEW. Substitutions must be approved before ordering. The City has a preference for materials made in the USA.
2. All material is to be delivered to The Lodge Des Peres, 1050 Des Peres Road, Des Peres, Missouri, 63131. Contractors shall coordinate delivery with the City's Building Supervisors James Lewis at 314-835-6159, or Gerald Merlo at 314-835-6146
3. The City of Des Peres reserves the right to cancel all or part of orders if shipment is not made as promised.
4. Materials must be shipped FOB to The Lodge Des Peres, 1050 Des Peres Road, Des Peres, Missouri, 63131. All shipping charges must be prepaid.
5. Prices quoted are to be firm and final; and prices shall be stated in full with packing, shipping, disposal and draying charges included. Any and all discounts for which the City of Des Peres qualifies should be applied and included in the bid.
6. Payment will be made through normal purchase order and invoice procedures. The City will make payment within thirty (30) days after the completion of the work and acceptance of the work.
7. Warranty information must be provided and include warranties for material and workmanship.
8. **Each bid shall be submitted on the attached "Bid Response Forms," which shall be signed with the full name of the company submitting the proposal. The proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address and telephone number stated. Please submit bid proposals in duplicate.**
9. Contractor must be properly licensed with federal, state and local governments and agencies. The Contractor shall comply with all the provisions of Missouri statues, and is bound to comply with section 292.675 regarding completion of Occupational Safety and Health Administration construction safety program and any amendments thereto.
10. Prevailing wages paid to all workers shall comply with the wage rates established by the Missouri Division of Labor Standards. The Contractor shall comply with, and is bound by, the provisions of Missouri statues pertaining to the payment of wages on public works projects contained in sections 290.210 through 290.340, section 290.550, section 285.530 (RSMo 2000), and any amendments thereto.
11. Each bid shall be submitted on the attached "Bid Response Form", "Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.," and "Non-Collusion Affidavit of Prime Bidder" which shall be signed with the full name of the company submitting the proposal. The proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address and telephone number stated. Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq. and Non-Collusion Affidavit of Prime Bidder must be signed and notarized.

12. Any bid proposal may be withdrawn prior to the closing time for receipt of the bids; but no bid proposal shall be withdrawn for a period of ninety (90) days after the closing time for the receipt of the bids.
13. All conditions and specifications are incorporated by reference in any purchase order issued or contract signed.
14. All pages of the "Bid Response Forms" must be returned in its entirety, along with any deviations from the specifications noted on separate sheets. Failure to do so is cause for rejection of any bid proposal.
15. Signature of bidder on "Bid Response Form" indicates that he/she has examined the information herein and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal, and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

III. GENERAL PROVISIONS OF THE SPECIFICATIONS

1 –SCOPE OF WORK:

Furnish all labor, equipment, materials and incidentals necessary to remove current flooring, vinyl cove base, all transitions and dispose. Replace with Mannington Adura 5" Distinctive Vinyl Plank flooring (Heirloom Cherry Savannah color), as well as a new 4" vinyl cove base in the Oak Room, reusing existing wood baseboards, maintaining the current transitions between floorings at The Lodge Des Peres, 1050 Des Peres Road, Des Peres, MO, 63131.

MATERIALS

The flooring shall meet or exceed the specifications listed above. **Total area for the entire room is approximately 1,620 square feet. Measurements should be verified in the field by the bidder.**

REMOVAL

In the areas shown, all furniture and equipment shall be relocated to other areas of the building by city staff based on scheduled determined by contractor and city staff; then current flooring shall be completely removed and all surfaces cleaned and made ready for the new materials. The current transitions shall be removed and replaced. All removed materials shall be immediately taken from the site and hauled away at the contractor's expense. Care shall be taken so as not to damage surrounding walls, floors or equipment. Should any damages occur, the contractor should correct them immediately at his own expense.

INSTALLATION

The flooring installation shall be done by experienced workers familiar with the products being placed. **The flooring needs to be glued down and not to be a floating floor.** The schedule will be determined upon the award of the bid by the Board of Aldermen. **The City requires the work to be completed between 5:30 a.m. on Monday, December 18, and 9 p.m. on Tuesday,**

December 19, 2017. Alternate December dates may be arranged, if necessary, based on the time required to complete the work.

After the completion of the work in the designated area and contractor approval, the furniture shall be returned to the original position by the City staff. All flooring shall be directly installed to floor, utilizing processes recommended by the manufacturer.

2- CHANGES AND EXTRAS

The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor must be agreed upon in writing by the City prior to beginning such work.

Any adjustment in the contract sum resulting for authorized extra work or change in work shall be determined based on unit prices previously specified, to the extent that such unit prices are applicable. If such unit pricing is not applicable, the adjustment in Contract Sum shall, at the option of the City be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

3 - INDEMNIFICATION AND INSURANCE

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

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workmen's Compensation Insurance in full compliance with the Workmen's Compensation and Occupational Disease laws of the State of Missouri.
2. Comprehensive General Liability:
 - Bodily injury, including death
 - \$3,000,000 per person
 - \$3,000,000 per occurrence
 - Property damage
 - \$3,000,000 per occurrence
 - \$3,000,000 aggregate

3. Comprehensive Automobile Liability:

Bodily injury, including death	- \$3,000,000 per person
	- \$3,000,000 per occurrence
Property damage	- \$3,000,000 each occurrence

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage.

Said insurance shall be written by a company licensed to do business in the State of Missouri and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City and shall contain the following statement:

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

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

4 - CONTRACTOR'S RESPONSIBILITY

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

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

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

5 - PROSECUTION OF WORK

The Contractor shall be responsible for all work under this contract whether performed by the Contractor or a subcontractor. The Contractor shall provide the name of a competent and reliable superintendent who at all times shall have the full authority to act on behalf of the Contractor.

Contractor shall not commence work until a Notice to Proceed has been issued by the City of Des Peres. Such notice to proceed will not be issued until the city has received and approved all documents required in the general terms and conditions including construction schedule, traffic plan, staging plan, Insurance Certificate and required Performance and Payment Bonds.

After commencement of the Work, the work shall proceed continuously unless otherwise provided for in the approved schedule. The Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the Work compared to the Construction Schedule.

If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable shall be borne by the Contractor.

Nothing herein shall be construed as placing the work under the specific direction or control of the City or relieve the Contractor from his responsibility or liability under this contract. The Contractor shall be solely responsible for the method, manner and means by which he or his subcontractors perform their work including, but not limited to, the supervision and control of personnel, scheduling of the work and in exercising due care to prevent bodily injury to employee or the general public and damage to property in prosecution of this work.

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

Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration pursuant to the Construction Industry Arbitration Rules.

6 - PAYMENT

The Contractor shall be entitled to one final payment only. The City will make payment within thirty (30) days after the completion of the work and acceptance of the work. All work shall be inspected by the Director of Parks and Recreation prior to submittal of a bill for payment. All deficiencies shall be corrected before payment is made.

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

7 - WORKING CONDITION

The Contractor, during the construction period, may leave essential equipment at a location approved by the Building Supervisors. The Contractor shall be responsible for damages to any city property including fixtures, benches, lockers, counter tops, food service equipment, walls, partitions, doors, windows, mirrors, ceilings, carpet, turf, etc. The Contractor shall secure the work site against possible injury or harm to others.

8 - SCHEDULE COORDINATION

Work shall be scheduled at mutually agreed times set between the City and Contractor upon award of the bid. **The City requires the work to be completed between 5:30 a.m. on Monday, December 18, and 9 p.m. on Tuesday, December 19, 2017. Alternate December dates may be arranged, if necessary, based on the time required to complete the work.** The City will remove furniture from the room and will coordinate dates based on the installation schedule.

Should any unavoidable delays cause the Contractor to go beyond this deadline, the Contractor shall notify the City in writing, and the contractor shall be extended as the City deems reasonable.

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

9 - CLEAN-UP

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

10 - WARRANTY

The contractor shall submit a written warranty for the installation for a period of one year from date of final payment and a specific warranty for the flooring itself. When notified by the City, corrections shall be promptly made.

Bid Response Form
THE LODGE OAK ROOM FLOORING REPLACEMENT

Date Submitted: _____

TO: City of Des Peres, Missouri

I, _____, of _____
(Company Name)

(Print Name) (Title)

Address City Zip

(Phone) (Email)

hereby submit our bid for the removal of 1,620 square feet of the current flooring and 4" vinyl base and installation of Mannington Adura 5" Distinctive Vinyl Planks (Heirloom Cherry Savannah color) or equivalent flooring by other manufacturers that meet the same specifications, as well as a new 4" vinyl cove base and transitions, while reusing the wood baseboards in place; maintaining the current flooring dimensions and transition points in the Oak Room at The Lodge Des Peres, 1050 Des Peres Road, in accordance with the specifications and instructions set forth herein.

<u>Item Amount</u>	<u>Quantity</u>	<u>Extended Unit Price</u>
Removal of Existing Flooring	_____	_____
Installation of Mannington Adura Distinctive 5" Vinyl Planks Heirloom Cherry Savannah color Includes Transitions and 4" Vinyl Cove Base (Reusing the existing wood baseboards)	_____	_____

NOTE: The City requires the work to be completed between 5:30 a.m. on Monday, December 18, and 9 p.m. on Tuesday, December 19, 2017. Alternate December dates may be arranged, if necessary, based on the time required to complete the work.

TOTAL \$ _____

Estimated Timeline for Removal and Installation:

****Please attach a statement listing and explaining any alternates to the Bid Specifications.**

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

Bid Response Form

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

) ss

County of _____)

_____, being first duly sworn, deposes and says that:

1. He/She is owner, partner, office, representative or agent of _____, the Bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, or to secure any advantage against the Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission expires: _____