

INVITATION TO BID
Chain Link Fence

POTOSI R-3 SCHOOL DISTRICT

The Potosi R-3 School District is soliciting bids from qualified contractors to install chain link fence and gates at several locations on campus located in Potosi, Missouri 63664.

Bids will be accepted until **1:00 p.m., Friday, June 9, 2023.** Bids should be submitted to:

Alex McCaul
Superintendent of Schools
Potosi R-3 School District
400 N. Mine Street
Potosi, MO 63664

Bids may be delivered in person, by carrier, email or by mail. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. No late bids will be considered.

Bids must be submitted clearly marked "Chain Link Fence."

Questions regarding this bid should be directed to Alex McCaul, Superintendent of Schools email: alex.mccaul@potosir3.org or by calling (573)438-5485.

**Potosi R-3 School District
Chain Link Fence**

I. INSTRUCTIONS TO BIDDERS Please Read All Instructions Carefully

1. Bids submitted in accordance with the specifications contained herein will be received by the Potosi R-3 School District until **1:00 p.m., Friday, June 9, 2023.** All sealed bids should be delivered to the Potosi R-3 School District at 400 N. Mine Street, Potosi, Missouri, 63664.
2. The District reserves the right to reject any or all bids, to waive any technicalities and to select the bid deemed by the Board of Education to be in the best interest of the District.
3. Bid proposals are to be contained in an envelope, plainly marked "Chain Link Fence." Include the name of the bidder and date and time of the bid deadline on the front of the envelope.
4. Contractors are required to visit the site. Contact Alex McCaul, Superintendent of Schools at (573)-438-5485 for an appointment prior to submitting the bid.
5. Estimated completion time must be included in bid proposal. The District desires the fence to be completed no later than August 11, 2023.
6. All specifications listed are intended to be preferred function and performance specifications. No specifications should be construed as representing any particular brand of material. Bidders should propose to furnish materials that come closest to meeting the details of the specifications. Where deviations are necessary, bidder must specify such deviation in their bid stating why the materials he/she proposes will render equivalent reliability or performance. Failure to detail all such deviations will provide a basis for rejection of the entire proposal.
7. The Potosi R-3 School District is exempt from all sales tax. Exemption certificates will be furnished upon request.
8. The Potosi R-3 School District in accordance with Title VI of the Civil Rights Act of 1964, 78, Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discrimination against on the grounds of gender, disability, race, color or national origin in consideration for an award.

9. Questions regarding this bid request should be directed to Alex McCaul, Superintendent of Schools for the Potosi R-3 School District, 400 N. Mine Street, Potosi, Missouri, 63664. Email: alex.mccaul@potosir3.org Phone: (573)438-5485
10. **No verbal bids will be accepted.** Contractors are responsible for the timely delivery of bid packages to the Potosi R-3 School District. A postage meter mark is not sufficient evidence of mailing any bid package.

II. TERMS AND CONDITIONS

1. The proposed materials must be **new**. Reconditioned or remanufactured materials will not be considered.
2. **It is the responsibility of the contractor to verify the length of the fence required and to coordinate the gate locations with the Superintendent of Schools. The contractor is responsible for contacting Missouri One Call.**
3. It is the responsibility of the contractor to deliver the fence and materials to the site. The District is not responsible for the fence, materials, tools or machinery that is left on site during installation.
4. Prices quoted are to be firm and final; and prices shall be stated in units of quantity specified with packing, shipping and draying charges included. Any and all discounts for which the District qualifies should be applied and included in the bid.
5. Payment will be made through normal purchase order and invoice procedures.
6. Warranty information must be provided and include warranties for material and workmanship.
7. Contractor must be properly licensed with federal, state and local governments and agencies.
8. Each bid submitted 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.
9. 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 days after the closing time for the receipt of the bids.

10. All conditions and specifications are incorporated by reference in any purchase order issued or contract signed.
11. Signature of bidder 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 - CHANGES AND EXTRAS

The Owner may at any time by a written order, and without notice to the sureties make changes within the general scope of this contract. If any change causes an increase or decrease in the cost or time required for the performance of this contract, then an equitable adjustment shall be made in the contract price. Such cost may be adjusted in writing only, and must be signed by both Contractor and Owner. Likewise, any claim for extra charges by the Contractor must be agreed upon in writing by the Owner prior to beginning such work.

2 - INDEMNIFICATION AND INSURANCE

The Contractor agrees that he shall and will indemnify, hold harmless and defend the Owner, 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	\$500,000 per person \$1,000,000 per occurrence
Property damage	\$100,000 per occurrence \$200,000 aggregate
3. Comprehensive Automobile Liability:

Bodily injury, including death	\$500,000 per person \$1,000,000 per occurrence
Property damage	\$100,000 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 Owner. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the Owner 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 Potosi R-3 School District 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 Owner, and likewise said subcontractor shall pay wages specified by the Missouri Division of Labor.

3 - 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. It is agreed to by the Contractor that it will comply with all the terms and conditions, and requirements of the Americans with Disabilities Act (ADA), including not only in hiring practices but its employment practices and all the requisite accommodations necessary there under to comply with the ADA, as amended or as may be amended.

4 - PROSECUTION OF WORK

The Contractor shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Superintendent of Schools.

If the Contractor fails to complete the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work in an unsuitable manner or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the Owner shall give notice in writing by registered mail, to the Contractor and his surety of such delay, neglect, or default. If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the Owner shall have full power and authority at his option and without violating the contract or bond to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the Owner for work equal in quality and quantity to that required of the Contractor hereunder, is less than the

sum which would have been payable under the contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the Owner the amount of said excess. Failure of the Owner to take action as stipulated above shall not relieve the Contractor and his surety of their obligations.

5 - PAYMENT

The Contractor shall be entitled to one final payment only. Before this payment is made, the Contractor shall furnish to the District a complete itemized bill, the appropriate lien waivers, and an affidavit of compliance with State Prevailing Wage Rates (if required) and a certified copy of the payroll for this project. The District will make payment within thirty (30) days after the completion of the work and acceptance of the work.

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 five year on workmanship and fifteen year on materials after the date of final acceptance.

6 - WORKING CONDITION

The Contractor, during the construction period, may leave essential equipment in the District at a location approved by the Superintendent of Schools. Potosi R-3 School District is not responsible for the fence, materials, tools or machinery that is left at the site. The Contractor shall be responsible for damages to any district or private property including turf, trees, curbs, existing pathways, signs, etc. The Contractor shall secure the work site against possible injury or harm to others. Potosi R-3 School District is a smoke free campus for all employees and contractors. *No smoking on campus will be permitted.*

7 - SCHEDULE COORDINATION

All work will be coordinated with the Superintendent of Schools.

8 - 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 District reserves the right to charge the Contractor's final bill appropriate costs for such cleaning.

9 - WARRANTY

Bidders shall supply a Statement of Warranty if awarded the bid.

SCOPE OF WORK AND SPECIFICATIONS
Playground Enclosure

**All measurements and quantity numbers are approximate.
The contractors / bidders are responsible for the final numbers.**

1. Install approximately 1000'x 5' chain link, 9 gauge fence (fence should follow the contour of the grade without stepping down).
2. Install (2) 8'x 5' DD hinged gates, (2) 10'x5" DD hinged gates, (1) 12'x5' DD hinged gate, all gates to include a latch capable of locking. Frame on all gates to be a minimum of 2" and minimum of LG20.
3. Install 9 gauge aluminum ties every 16" along top rail, every 12" on line posts. Install 7 gauge tension wire every 12" along the bottom of the entire length of the fabric using hog rings.
4. Fabric – 9 Gauge Galvanized Steel/Knuckle to Knuckle (No barbs)
5. Top Rails – LG 20 1 5/8" swedged
6. End Posts – 2 1/2" Schedule 40
7. Line Posts – 2" Schedule 40 spaced no further than 10' apart

All Hardware to be steel including 5/16" bolts and nuts, loop caps, post caps, tension bars. All hardware to be provided by contractor.

Corner posts set in 24" holes with 6" diameter minimum. Pre-mix concrete with water before pouring (concrete should be sloped away from posts in a manner to prevent ponding)

Line posts set in 24" holes with 6" diameter minimum. Pre-mix concrete with water before pouring (concrete should be sloped away from posts in a manner to prevent ponding)

Fence Corrosion – 10 Year Warranty (If less, please note terms)

Workmanship Warranty – Minimum 5 years