



CITY OF SAINT CHARLES, MISSOURI
PARKS & RECREATION DEPARTMENT
INVITATION FOR BID
ST. CHARLES BALL DIAMOND BACKSTOP REPLACEMENT
PROJECT

BID NUMBER PAB0402

JANUARY 9TH, 2012

INCLUDED ARE:

Bid Instructions

Terms and Conditions

Specifications

Bid Forms & Additional Documentation that needs to be submitted with bid.

Annual Wage Order No. 18

RETURN WITH BID

**INVITATION TO BID
CITY OF SAINT CHARLES, MISSOURI
ST. CHARLES BALL DIAMOND BACKSTOP REPLACEMENT PROJECT**

Bid # PAB0402

BIDS ARE TO BE RETURNED NO LATER THAN:

Time: 2:00 p.m. Date: January 25th, 2012

FOR INFORMATION CONTACT:

Department: Parks & Recreation

Mr. Chris Atkinson (Primary Contact)
Assistant Director of Parks & Recreation
(636) 949-3372

Nick Donze (Contact with specification questions)
(636) 949-3372

The City of St. Charles, Missouri is seeking sealed bids for the following services/supplies.

DESCRIPTION
BALL DIAMOND BACKSTOP REPLACEMENT PROJECT

This document constitutes a request for sealed bids from qualified individuals and organizations to furnish those services and/or items as described herein.

Each bidder must submit one (1) original and one (1) copy of this document, the pricing schedule and the proposal drawings, along with your bid bond to the St. Charles Parks & Recreation Department at 1900 W Randolph, St. Charles, MO 63301.

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

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

INCORPORATED IN THE STATE OF _____.

FEDERAL ID NUMBER _____

THIS SECTION MUST BE COMPLETED FOR BID TO BE CONSIDERED VALID

COMPANY _____ SIGNATURE _____

ADDRESS _____ NAME _____

CITY _____ TITLE _____

STATE _____ ZIP _____ COUNTY _____ PHONE NO. _____

BID INSTRUCTIONS

1. Sealed Bids shall be submitted in DUPLICATE to the parks & Recreation Office; 1900 Randolph Street; St. Charles, Missouri 63301; prior to 2:00 p.m., City time, on Wednesday January 25th, 2012.
2. Returned envelopes must be clearly marked on the outside, "BID NUMBER PAB 0402 – BALL DIAMOND BACKSTOP REPLACEMENT PROJECT", with the date of the bid opening on the envelope. Vendors are requested to deliver one (1) original, marked as such, and one (1) copy of their bid to the above location prior to the bid opening.
3. Each bid shall be made on the attached bid form and must include all documents in this bid package as well as the signature of the owner or authorized officer of the organization submitting said bid and the complete mailing address of said organization.
4. The bid opening will be on Wednesday, January 25th, 2012 at 2:00 p.m. in the Conference Room at the Parks & Recreation Department Administration Building in Blanchette Park.
5. All bidders must furnish satisfactory evidence to the City that they have previously completed similar projects/services.
6. Bidders who desire a copy of the bid tabulation shall enclose a self-addressed, stamped envelope with the bid package.
7. The City of Saint Charles reserves the right to reject any or all bids.
8. Bidders that submit a bid to the City of Saint Charles must accept/meet the following terms and conditions.

Inquiries about this Invitation for Bid should be made to:

Chris Atkinson
Assistant Director
St. Charles Parks & Recreation Department
1900 Randolph Street
Saint Charles, Missouri 63301
Phone: (636) 949-3372
Fax: (636) 949-3581
chris.atkinson@stcharlesparks.com

CITY OF SAINT CHARLES, MISSOURI
TERMS FOR AGREEMENT/CONTRACT
CONTRACTOR'S REPRESENTATIONS

The Contractor/Supplier, by executing the Invitation for Bid Form, certifies that:

1. Certificate of Independent Price Determination

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

2. Prices

The price or prices specified in this quotation are firm and are not subject to contingency or reservation. Contractor/Supplier represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the quantity specified for delivery. Further, the contractor/supplier, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

3. Fees and Taxes

Contractor/Supplier is current with payments to the City or County of St. Charles, Missouri, Personal Property and Real Estate Tax, if applicable, and all other required license and fees.

CITY OF SAINT CHARLES, MISSOURI

TERMS AND CONDITIONS OF BIDDING

1. BID SECURITY

Each bid shall be accompanied by a bid bond, 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 St. Charles, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if the bid is accepted. Failure to submit bid bond will result in rejection of bid.

2. OPENING OF BIDS

All bids will be opened publicly and read aloud at the place designated and at the time set in the Advertisement for Bids. The right to reject any or all bids, in part or in its entirety and to waive defects or technicalities in bids is reserved. Collusion between bidders is sufficient cause to disqualify all bidders so involved.

3. RETURN OF BIDDER'S DEPOSITS

The bid deposits of all except the three lowest qualified bidders will be returned within three (3) days after the award of the contract. The bid deposits of the three lowest bidders will be returned within two (2) working days after the signed contract and bond have been executed, received, and accepted by the City.

4. FORM OF PROPOSAL

All bids must be made on the attached Bid Form. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineations, or otherwise the bid proposal will be voided.

Bids must be properly signed in permanent ink by the bidder or by an authorized official or agent when the bidder is a firm or corporation. When the bid is made by a firm, the signature must include the firm name, and the signature of a member thereof. When made by a corporation, the signature must contain the name of the corporation followed by the signature of the official or person authorized to bind it in the matter and with proof of said authority. When filed, the bid with the accompanying bid security must be enclosed together in a sealed envelope addressed to the Purchasing Coordinator, City of Saint Charles, Missouri. The bidder shall designate on the bid blank the official address to which all communications can be mailed.

5. BASIS OF AWARD

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

6. AWARD OF CONTRACT

The City will award the contract within a period not exceeding ninety (90) calendar days after the date of opening the bids or else, will reject all bids. The City reserves the right to require the successful bidder to file proof by the contract, and to file proof of their successful completion of similar projects.

7. EXECUTION OF CONTRACT

The bidder to whom the contract has been awarded shall sign three (3) copies of the contract, payment and performance bonds and return them to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

8. PERFORMANCE AND PAYMENT BONDS

Bonds will be required for the full amount of the contract price 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 bonds shall be executed in triplicate and in the form to be approved by the City. The successful bidder shall file certificates with the City that they have obtained and will continue to carry workmen's compensation insurance for the duration of the contract. Successful bidder will also file a surety bond for the guarantee of the work for a period of one (1) year after the date of acceptance of the work.

9. RIGHT RESERVED TO REJECT BIDS

The City reserves the right to reject any or all bids in part or in their entirety.

10. COMPLETION TIME

The Contractor shall commence work within seven (7) calendar days after the date of written notice, and shall complete said work within time frame specified on Bid Form. Progress and completion of work and damages if required for failure to complete the work within the time required shall be further set out in detail in the general conditions and the special provisions.

11. SURVEYS, PERMITS AND REGULATIONS

Plans shall be submitted to, and permits secured from, the City of St. Charles Community Development Department. The Contractor shall make all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the contractor or their employees or the work here under in the relations to the Owner or any person, and also to obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this contract. If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he shall promptly notify the City Representative in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities without such notice to the City, the Contractor shall bear all costs to correct the work arising there from.

12. NO OTHER INTERESTED PARTIES

The Contractor declares that the only persons interested in this contract as principals are therein named as such, that no official of the municipality and no person acting for or employed by the municipality is directly or indirectly interested in this bid, or any contract which may be made under its, or in any expected emolument, or profit to arise there from, that the bid and the contract are made in good faith, without fraud, collusion or connection with any other person bidding for the same work.

WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of bids.

13. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor is, after careful examination, satisfied as to the nature and location of the work, the conformation of the project, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer or agent of the Owner is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered and the Contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of this contract shall affect or modify any of the terms of obligations herein contained.

It is understood and agreed that the Contractor is informed fully as to the conditions relating to construction and labor under which the work will be performed, and agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

14. CONDITIONS IN BIDDER'S PROPOSAL

The bidder shall not stipulate in their bids any conditions not contained in the form of proposal contained in the contract documents.

15. TAXES

The City of St. Charles is tax exempt. Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. This project is exempt from all sales taxes for construction materials and suppliers used directly in fulfilling contract requirements. Sales tax shall not be included into the unit costs for this project.

The City will issue the contractor a tax exemption letter and a project exemption certificate. These documents are to be given to the applicable suppliers and used only for the project identified and will expire on the date indicated unless otherwise renewed by the City.

16. RIGHTS-OF-WAY

The City will provide all rights-of-way upon which work is to be done.

17. INSURANCE

The successful bidder must provide two (2) properly executed certificates of insurance and three (3) copies of the performance and payment bonds filled out on the City's performance bond form, prior to the signing of the contract with the City.

LIABILITY INSURANCE: The Contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the Contractor or subcontractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the Contractor or subcontractor, their employees, agents or assigns.

The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the Contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Contractor in protecting the City from damage or injury claims. The City shall have the right to require the Contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the City Representative determines that unusual or special risks revealed by the work so require and in such amounts as the City Representative may determine to be adequate, and without thereby limiting the liability of the Contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Contractor and any subcontractor shall furnish at their cost, an Owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the Contractor's public liability and property damage insurance covering the work.

The Contractor shall comply fully with the requirements of the Workmen's Compensation Act of the State of Missouri and shall furnish evidence that the Contractor is insured there under.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:
 - 1) Injury or death of one person \$392,734
 - 2) Injury to more than one person in a single accident \$2,618,230
 - 3) Property damage \$392,734

- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - 1) Injury or death of one person \$392,734
 - 2) Injury to more than one person in a single accident \$2,618,230
 - 3) Property damage \$2,618,230

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.

1. The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting there from.
2. The insurance evidenced by this certificate expressly includes person injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.
3. A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.
4. The City must be listed on all Certificates of Insurance as additional insured.

5. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

19. INDEMNITY

The Contractor shall indemnify and save harmless the City of St. Charles from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Contractor, its agents or employees, in the execution of work or in the guarding of it.

20. COMPLIANCE WITH PREVAILING WAGE

The successful bidder will be required to comply with the Division of Labor Standards, Wage Determination Rate. Annual Wage Order No. 18 as approved May 24, 2011 or most current amendment shall be used for this project.

21. PERIODS OF EXCESSIVE UNEMPLOYMENT

As of the date of this Contract, the State of Missouri is in a declared period of excessive unemployment as defined by sections 290.550 – 290.580 of the Revised Statutes of the State of Missouri. This means that only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed by the City or its Contractors on public works projects. Many questions regarding Public Works during Periods of Excessive Unemployment may be answered by reviewing the statutory cites referenced above, calling the Missouri Department of Industrial Relations at (573) 751-3403, or viewing the Frequently Asked Questions at http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp

For your reference, nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin.

Please note, Illinois, Iowa, and Oklahoma are restrictive states. This means that laborers from the states of Illinois, Iowa and Oklahoma cannot be used on public works projects in the State of Missouri during Periods of Excessive Unemployment.

22. LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES

Contractor shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Contractor/Supplier shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

Contractor shall comply with the City Code of Ordinance Section 40.04 regarding the registration of sex offenders with the Police Department.

Pursuant to Section 292.675 RSMo the Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project.

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

Contractor shall comply with Section 285.525–285.550 RSMo regarding enrollment in a federal work authorization program. Notice and instructions for bidders are attached to these bid documents. **The signed, notarized affidavit 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.**

Contractor shall comply with Missouri House Bill 1549. "Proof of Lawful Presence – Public Benefits". Bill requires local governments to have proof of a person's lawful presence within the United States before distributing "public benefits" to that person. Notice and instructions for bidders are attached to these bid documents. **The signed document and supporting documentation must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

Inquiries about this Invitation for Bid should be made to:

Chris Atkinson
Assistant Director
St. Charles Parks & Recreation Department
1900 Randolph Street
Saint Charles, Missouri 63301
Phone: (636) 949-3372
Fax: (636) 949-3581
chris.atkinson@stcharlesparks.com

CITY OF SAINT CHARLES, MISSOURI

BID NUMBER PAB0402

PROJECT SPECIFICATIONS BALL DIAMOND BACKSTOP REPLACEMENT PROJECT

PROJECT LOCATIONS

Dusable Park Bales ball diamonds #1 & #2.

2300 North Main.

St. Charles, Mo 63301

Schneider/Kiwanis Park ball diamonds #1 & #2

3951 Old Elmpoint Rd.

St. Charles, Mo 63301

Wapelhorst Park ball diamonds #1 thru #4.

1875 Muegge Rd.

St. Charles, Mo 63301

Blanchette Park ball diamond #3

1900 Randolph St.

St Charles, Mo 63301

SPECIFICATIONS

1.1 SCOPE of WORK

- A. Provide a chain link fence (backstops) where shown on the drawings, as specified herein, and as needed for a complete and proper installation.
- B. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the contractor and approved by the owner.
- C. Provide all labor, equipment, machinery, and tools necessary to complete the work described in these specifications and for a complete and proper installation.
- D. **Demolition of existing backstops will be done by owner.**

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of work in these specifications.
- B. Contractor must comply with O.S.H.A. Safety requirements for the duration of work on City property.

1.3 MATERIALS

A. Galvanizing

1. All materials must have a galvanized finish with not less than the following weight of zinc per square foot,

A. Pipe 1.8 oz, complying with ASTM A120

B. Fabric, 2.0 oz complying with class 2 of ASTM A121

C. Hardware and Accessories, Comply with Table 1 of ASTM A153

B. Fabric

2. Provide and install 6 gauge and 9 gage, 2" mesh chain link fabric, knuckled and knuckled as indicated per plans.

C. Posts and Rails

1. Provide and install 4" schedule 40 galvanized steel posts as indicated on plans, set to a minimum depth of 60" in concrete at Wapelhorst Park, 48" depth at Schneider/Kiwanis Park and Dusable Park. Holes to be a minimum 18" in diameter.

Terminal post holes for 6' and 10' fencing to be 42" depth and must be 18" in diameter. Line post holes must be set with a minimum of 42" depth and 12" in diameter

2. Provide 3" (SS 40) terminal posts for 6' and 10' line fencing. Please refer to see plans.

NOTE: Existing left field sideline fencing posts at Wapelhorst Field #3 to remain. Contractor to provide and install new fabric, and railing.

3. Provide and install 1_5/8" O.D. for top, middle, and bottom rails (SS40). (8' and 10' fencing must have a top, middle and bottom rails. Bottom rail must run throughout the entire backstop and sideline fence.

4. Provide and install 2 1/2" O.D. line posts (SS40) for all sideline fencing.

D. Wire ties

1. Use 9 gage aluminum wire ties to hold fabric spaced 12" on center for post and 24" on center for fence rails and supports.

E. Concrete

1. Provide concrete with a minimum compressive strength of 2500 psi for post footings.(set to depths indicated above)

1.4 INSTALLATION

A. Layout backstop according to drawings, making the necessary field measurements to assure of proper alignment and in accordance with the approved design. The City Representative will be the final authority and will approve layout prior to drilling holes.

B. Examine the area in which the backstop is to be installed. Correct any conditions detrimental to timely and proper completion of the work. Staff will locate/identify irrigation sprinkler heads and lines when notified prior to construction.

C. Drill holes for post footings in firm undisturbed soil to the depth specified once approved by City Representative.

D. Set posts, removing loose dirt and other foreign particles from holes, center and align posts in the holes, place concrete around posts tamping or vibrating in place, make sure posts are plumb, finish trowel the tops of the footings with a slope to allow water to run off. Tops will be just below grade and back fill with clean dirt when dry.

E. Allow concrete to attain at least 75% of its 28 day strength before stretching fence fabric.

F. Set rails and supports per plan paying particular attention to the area behind home plate, one additional rail is needed set at 30" from the bottom, directly behind home plate, per plan. Rails for the sidelines are to be set at the bottom, middle and top, per plan.

G. Pull fabric taut with stretcher and tie to posts, rails and supports. Use tension bars with metal bands spaced 15" on center and strapped to post.

H. Overlap fabric to minimum of 8" at the first row of fence and tie every 12".

I. If necessary, bend ends of wire to minimize hazards to persons or clothing, install bolts for tension bar clamps to the field side of fence, and check all areas for safety concerns.

J. All posts must have caps to repel water and moisture from entering pipe.

K. Leave area free of hazards, ruts and debris. Excess dirt can be disposed of on site within each park.

1.5 WARRANTY

A. All workmanship must be warranted for a period of one year.

B. All materials must be warranted against rust for a period of ten years.

PROPOSAL

In accordance with the advertisement inviting proposals for the ball diamond backstop replacement at Wapelhorst #1 thru #4; Dusable/Bales #1 & #2, Schneider/Kiwanis #1 & #2 & Blanchette Park Diamond #3 for the City of St. Charles Parks and Recreation Department, subject to the conditions and requirements of the Agreement, General Conditions, and the Specifications as well as the Plans, which so far as they relate to the Proposal are made a part of it, the undersigned herewith proposes to provide and install such work, for the sum of:

<u>Description</u>	Cost
Wapelhorst Park ball diamonds #1-4.	\$ _____
Schneider/Kiwanis Park ball diamonds #1 & #2	\$ _____
Dusable Park Bales ball diamonds #1 and #2.	\$ _____
Blanchette Park ball diamond #3	\$ _____

Backstop replacement(s) will be evaluated in order of priority as listed above. Project will be awarded to one contractor. Number of backstops to be awarded for replacement is limited to approved budget.

COMPANY _____

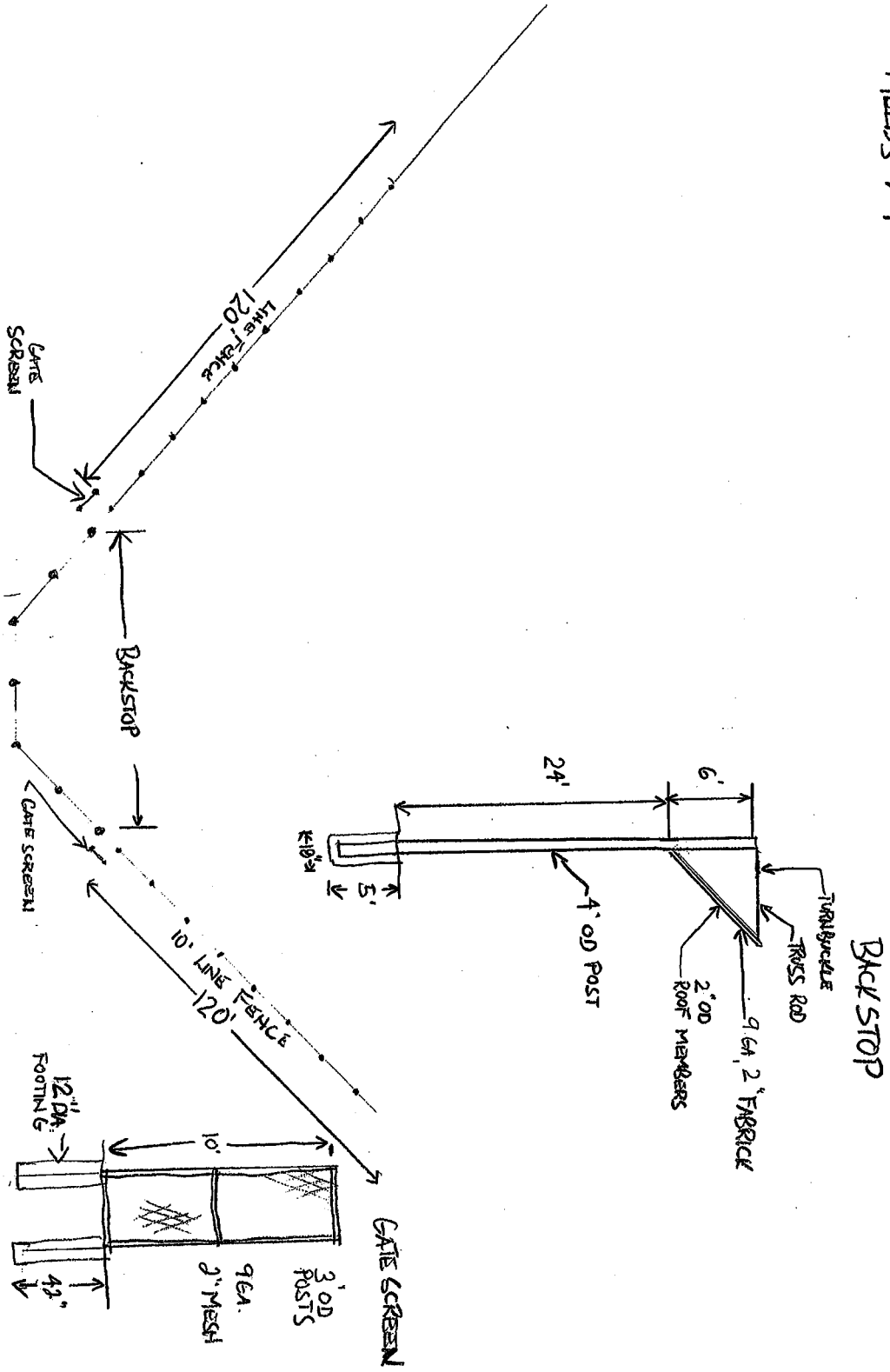
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BY: _____

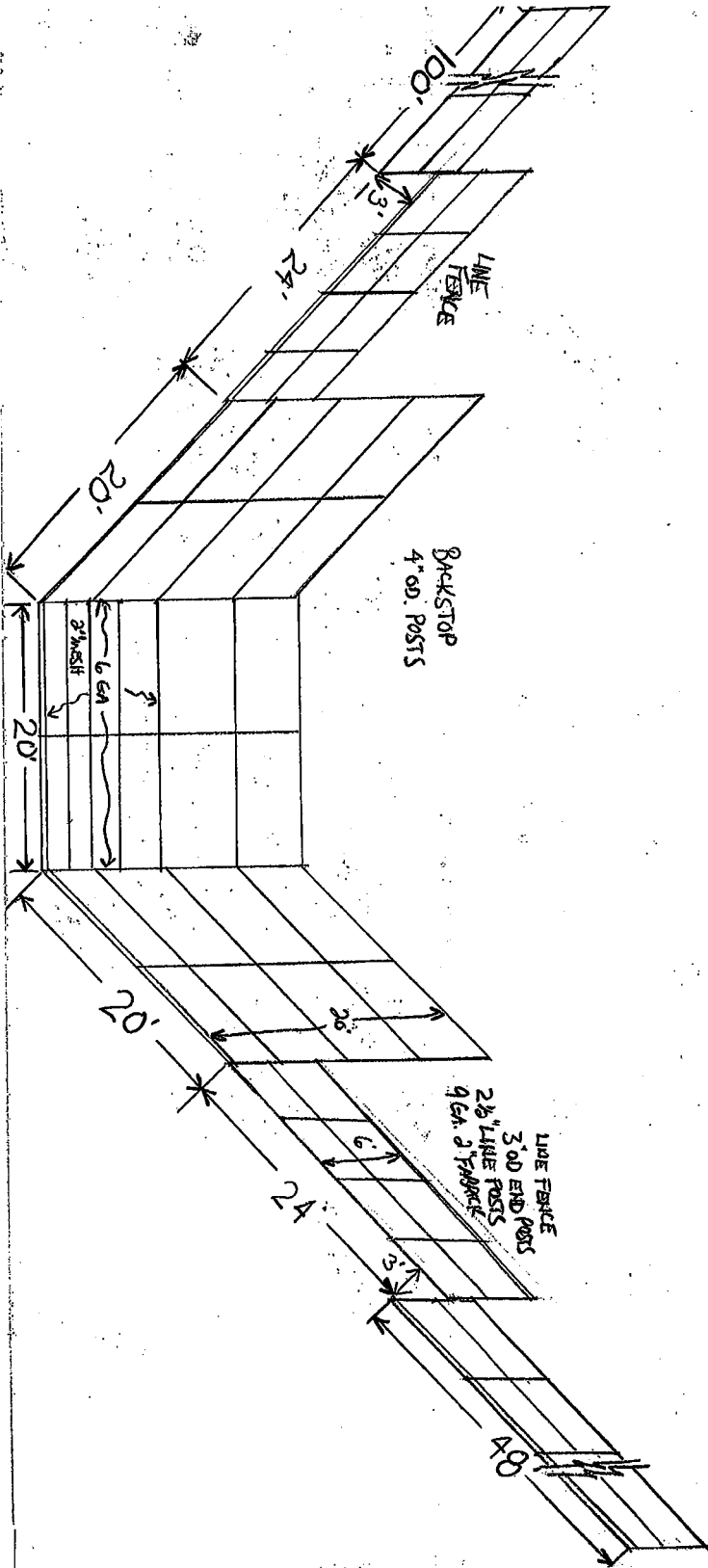
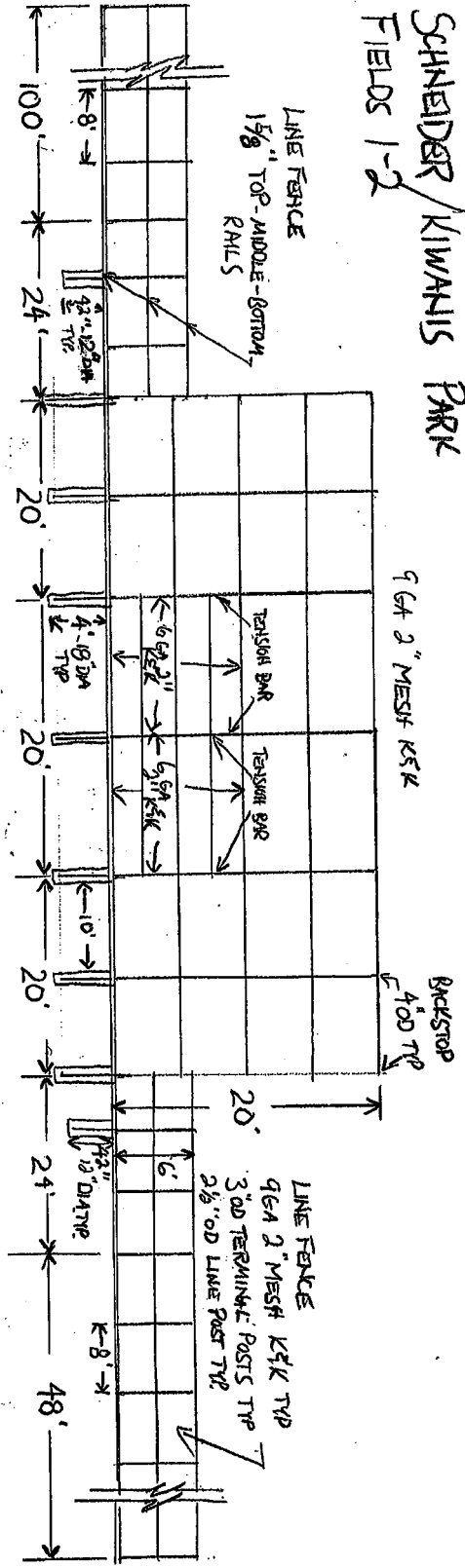
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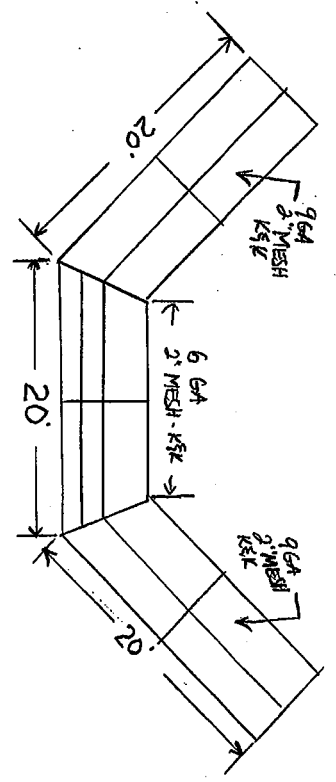
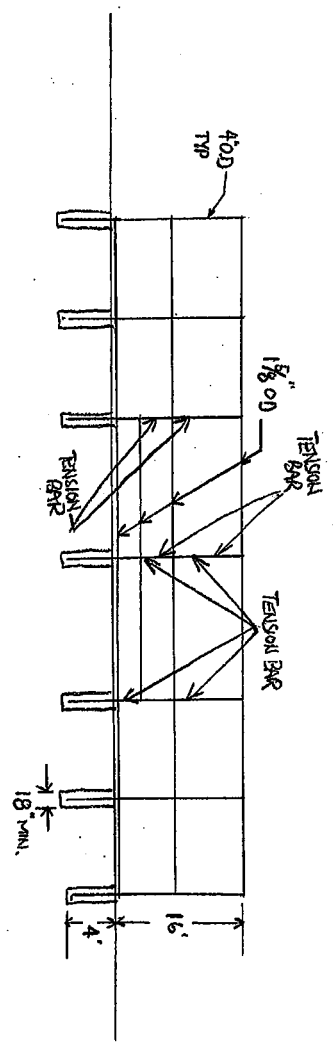
WAPPAHORST PARK
 FIELDS 1-4



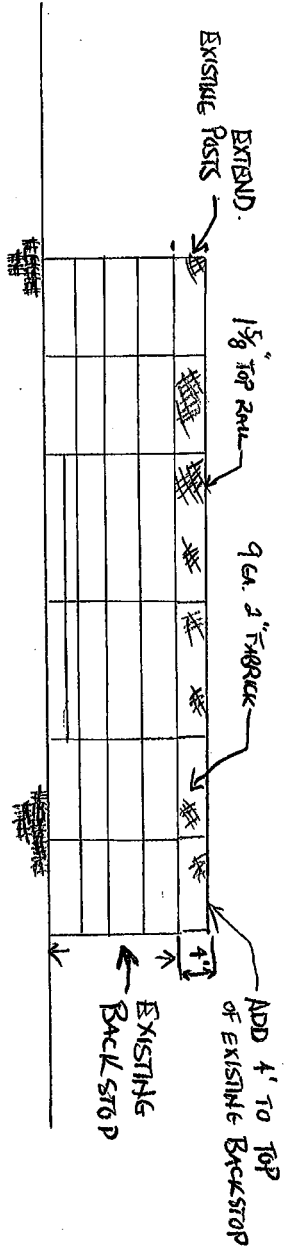
SCHNEIDER/KIWANIS PARK FIELDS 1-2



DISABILE PARK
 ED BALES BALFIELDS 1-2



BLANCHETTE PARK
FIELD # 3



NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING "PROOF OF LAWFUL PRESENCE – PUBLIC BENEFITS"

Effective August 28, 2008, House Bill 1549 requires local governments to have proof of a person's lawful presence within the United States before distributing "public benefits" to that person. The statute defines public benefits very broadly as "any grant, contract, or loan provided by an agency of state or local government; or any retirement, welfare, health, postsecondary education, state grants or scholarships, disability, housing, or food assistance benefit..." In other words, this requirement may apply almost any time money or things of value are transferred by the local government.

One of the following documents must be submitted as proof-of-age and lawful presence:

- U.S. Birth Certificate (with embossed or raised seal issued by state or local government)
or a photocopy of one of the following:
- U.S. Passport (valid or expired)
- Certificate of Citizenship
- Certificate of Naturalization
- Certificate of Birth Abroad
- Valid Missouri Driver's License
- Valid Driver's License from your State of Residence.



City of Saint Charles
 200 North Second Street • Saint Charles, MO 63301

RETURN WITH BID

PROOF OF LAWFUL PRESENCE - PUBLIC BENEFITS

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

- (Check all that apply to signer and company):
- A Citizen of the United States
 - A Lawful Permanent Resident
 - Company uses e-Verify to Hire New Employees
 - All Employees are authorized to work in U.S.

Signature	Date (M/D/YY)
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VERIFICATION: To be completed by City Staff. Please record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:
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*NOTE TO CITY STAFF: If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), "No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

"Business Entity" is defined as:

... [A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

