

REQUEST FOR PROPOSAL (RFP)

For Design and Construction of gates at the vehicular entrances/exits of Carondelet Park

Proposals must be submitted by no later than 5:00 P.M. CST on **April 28th**. Proposals must include all requested materials to be considered: services offered, cost proposal, turnaround time, references, etc.

Bidders are encouraged to schedule an in-person walkthrough of the property to better understand design and scope during the week of 27 March 2023. Minutes will be captured and shared on HH SBD website.

Proposals may be submitted in the following ways: Electronically in PDF format, emailed to the email address below.

Contact Email: hollyhillssbd@gmail.com

Section I: INTRODUCTION

The Holly Hills Special Business District (HH SBD) is seeking proposals from qualified agencies to design and manage construction of new gates at each of the five (5) **vehicular** entrances/exits within the Holly Hills Special Business District boundaries to Carondelet Park. Two on Holly Hills Blvd., one on Loughborough Ave and two on Grand Ave.

Agencies must bid on all services listed below. The RFP establishes information to be included in the Agency's bid response. The selection of the successful agency will be made based on evaluation and determination of the relative ability of each Agency to deliver quality service in a cost-effective manner.

The HH SBD's Board of Directors are not obligated to accept the lowest bid and reserves the right to reject any or all bids or amend the scope of the project. All Bidders must be duly licensed or otherwise have the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

Section II: SCOPE OF SERVICES

1. Coordinate with the City of St. Louis Parks Department and the **HH SBD Infrastructure Committee**.
2. Consider HH SBD Infrastructure examples and suggestions as part of your design.
3. Provide a preliminary design plan depicting the details and dimensions and style of the gate.
4. Provide final specifications, special provisions, and cost estimates.
5. Coordinate submittals of the design plans with the City of St. Louis Park Department and HH SBD Infrastructure committee.

6. Obtain approval of the design plans from the City of St. Louis Parks Department to construct the gates.
7. Obtain all necessary building permits, licenses to perform requested work.
8. Provide a warranty of the installation and an upkeep option to the HH SBD Infrastructure committee.
9. Coordinate with the City of St. Louis Parks Department to obtain final acceptance of the constructed improvements.
10. Agency must provide proof of a certificate of insurance with the submission of this RFP and at the time of insurance is renewed. The minimum of this insurance will be \$1,000,000 and shall include commercial general liability and worker's compensation coverage. Upon award name the Holly Hills Special Business District as additionally insured on insurance required for the project.
11. See attached examples of gates the HH SBD Infrastructure committee have researched as potential solutions.
12. Include book-ending options on either side of gate to provide additional barrier as dictated by topography.
13. Include island area where gates meet to provide traffic calming as dictated by width of entrance/exit.
14. Materials should be steel, black powder coated, square tube gates.
15. Options requested to bookend with stone (to match the style, size and color already in existence within the park) or additional steel to deter vehicles from going around the gates.
16. Loughborough and Leona entrance should have an island in the center similar to the image of Cliff Cave Park.
17. Gates should be lockable or have the ability to be secured to prevent vehicle access
18. Include optional upgrades not mentioned in this RFP.
19. Please submit any questions by email by March 22 to hollyhillssbd@gmail.com

Section III: Additional Instructions

1. Services Offered with Detailed Description
 - Provide a detailed description of methodology for the design, construction, and management of Gates based on feedback and suggestions from Holly Hills SBD Infrastructure committee.
2. Project Timeline
 - Provide an estimated time until completion once awarded a contract.
Include timing of milestones regarding fabrication and installation.
Describe the agency's labor capacity to deliver on the project in a timely manner.
Describe the agency's process for reporting on the status of the project.
3. Project Agreement
 - Provide a sample agreement/contract for which project shall be governed by
4. RFP Timeline
 - 3/14/2023 – Public release of draft RFP
 - 3/27/2023 – Bidder walkthrough
 - 4/07/2023 – Bidder questions due
 - 4/14/2023 – Response to bidder questions released.

- 4/28/2023 – Bidder proposals due by 5 pm cst.
- 5/10/2023 – Proposal selection

5. Cost Proposal and Invoicing

- Provide cost and invoicing procedures.
The estimate of cost should include everything without exclusions.

6. Agency Background, Past Work, and References

- Please provide the following
- A brief agency history
- Explain agency ownership
- Include name and title of the personnel who would be directly responsible for the management and local supervision of this project.
- Please include agency address and proximity to the City of St. Louis and Carondelet Park
- Provide a portfolio of relevant past experience on similar projects.
- Provide at least three (3) past client references. Include reference name, address, and contact number.

7. Value-Added Features

- Indicate features or programs not covered elsewhere in the response which are offered to enhance your agency's ability to effectively carry out this project.

Section IV: Evaluation

The possible points for this RFP evaluation are listed in the table below both by criteria point value and total points.

Category	Possible Points
Price	50
Design	50
Experience	50
Warranty	50
Timeline of installation	25
Total Maximum Points	225

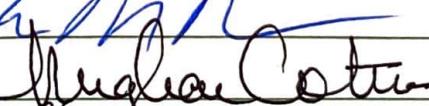
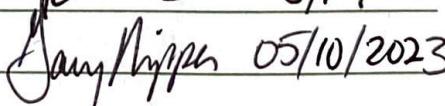
RFP Evaluation

Committee: Infrastructure

Sub-committee members: Ryan Hanlon, Meghan Cotner, Eric McMahon, Kathleen Thorman, Gary Nipper

Project: Carondelet Park Entry Gates

	Category	Possible Points	DJM	Kirkwood	Empire
RH	Price	10	8	9	6
	Design	10	9	5	6
	Experience	10	9	7	5
	Warranty	10	9	9	8
	Timeline of installation	5	5	2	2
	Total Points RH	45	40	32	27
KT	Category	Possible Points	DJM	Kirkwood	Empire
	Price	10	8	9	6
	Design	10	9	7	7
	Experience	10	9	6	4
	Warranty	10	9	9	8
	Timeline of installation	5	5	3	3
EM	Total Points KT	45	40	34	28
	Category	Possible Points	DJM	Kirkwood	Empire
	Price	10	8	9	6
	Design	10	9	5	7
	Experience	10	10	7	5
	Total Points EM	45	41	32	28
MC	Category	Possible Points	DJM	Kirkwood	Empire
	Price	10	8	9	6
	Design	10	9	5	6
	Experience	10	9	6	5
	Warranty	10	9	9	8
	Timeline of installation	5	5	3	3
GN	Total Points MC	45	40	32	28
	Category	Possible Points	DJM	Kirkwood	Empire
	Price	10	8	9	6
	Design	10	8	8	5
	Experience	10	9	6	3
	Total Points GN	45	39	34	24
Summary		Possible Points	DJM	Kirkwood	Empire
Total from all reviewers		225	200	164	135

Name: Eric McMahon Signature: 
 Name: Meghan Cotner Signature: 
 Name: Kathleen Thorman Signature: 
 Name: R. Hanlon Signature: 
 Name: Gary Nipper Signature: 



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St. Louis, MO 63115

Wentzville, MO
2205 Ebert Lane
Wentzville, MO 63385

Kansas City, MO
8539 Troost Ave.
Kansas City, MO 64131

Providing comprehensive ecological restoration and management of native plant communities.

Date: 2023-4-25

Client:	Holly Hills Special Business District
Project Name:	Design and Construction of Gates at the Vehicular Entrances/Exits of Carondelet Park
Address:	Carondelet Park, St. Louis, MO 63116

DJM Ecological Services, Inc. proposes to provide the following:

Scope of Work:

ITEM	QTY	UNIT	EACH	EXTENDED
Gate Installation: Scope includes the installation of hot dip galvanized steel gates with posts set in concrete (see shop drawing below), and an entrance island at the intersection nearest Leona and Loughborough.	1	LS	N/A	\$86,815.00
Total				\$86,815.00
Alt 1 Boulders: Scope includes two limestone shot rock boulders placed on either side of each gate to deter vehicles from driving around the gate. Boulders shall be 1.5 tons to 3 tons in size. Shot rock is irregular in shape.	1	LS	N/A	\$11,845.00
Alt 2 Tax Exempt: Deduct if the project is tax exempt.	1	LS	N/A	-\$3,120.00

WAGES: Prevailing (Wage Order#) Regular Wage Union/Commercial Union/Residential City Tax Exempt

TIMELINE: Spring Summer Fall Winter/ Year: 2023

TYPE: Construction Stewardship Arborist Rx Burn

DJM Estimate # _____

Project Specifics:

- Permission to access property granted by: Holly Hills Special Business District
- DJM anticipates a 6-week lead time from notice to proceed
- Duration of construction is anticipated to be 8 working days
- DJM's bid is prevailing wage compliant and includes certified payroll reporting

Proposal is based on:

- Standard commercial wages
- Proposal is valid for 30 days from date on signature line.
- Proposal is presented on a 'Not to Exceed' basis. Should additional scope be required, DJM will secure client's approval before proceeding, utilizing agreed-upon unit costs.
- Line items are inclusive of mobilization unless otherwise specified; Additional mobilizations will be charged on a per-occurrence basis.
- Payment to occur on NET 30 terms unless otherwise specified & agreed to, in writing, prior to start of project.
 - 4% service charge for all unpaid balances over NET 60
 - Client agrees to reimburse DJM for all expenses associated with the collection of unpaid balances.
- All line items include the appropriate licenses, permits, and insurance. If the client requires a certificate of insurance, request must be made in advance of mobilization.





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- All on-site DJM employees will wear high visibility clothing and task appropriate Personal Protective Equipment (PPE) including long pants, safety toe boots, safety glasses, hard hats, and gloves
- DJM Terms & Conditions attached

Safety Training Credentials & Licensure:

- On-site supervisor is trained to OSHA-30 threshold, field technicians are trained to OSHA-10 thresholds
- On-site supervisor and field technicians hold a Certified Commercial Applicator License with the MO Department of Agriculture, with specialized categories in Aquatic, Forest, Ornamental and Right-of-Way Pest Control

Agreement:

The Holly Hills Special Business District agrees to the proposal above and DJM's Terms and Conditions of Services (attached), and acknowledges DJM's commitment to deliver quality material and meet the installation standards detailed above/herein. The Holly Hills Special Business District agrees to the project timeline and by signing, grants permission to DJM to access the jobsite or will obtain permission from neighboring sites, as needed, to complete the scope of work. For the proposed work, the Holly Hills Special Business District agrees to compensate DJM according to the fee schedule and terms detailed herein.

4/25/2023

Ryan Hanlon
The Holly Hills Special Business District

Date

Doug Bauer
DJM Ecological Services, Inc.

Date

Please complete the client information section below, and include any special instructions for scheduling, invoicing, etc.

Client Information:

Name:	Ryan Hanlon
Title:	
Business:	The Holly Hills Special Business District
Street Address:	
City, State, Zip:	
Phone #:	314-560-7537
Email Address:	hollyhillssbd@gmail.com ; ryan@route3films.com
Other instructions:	

If invoices should be sent to an individual other than the client name listed above, please provide us with the appropriate contact information here:





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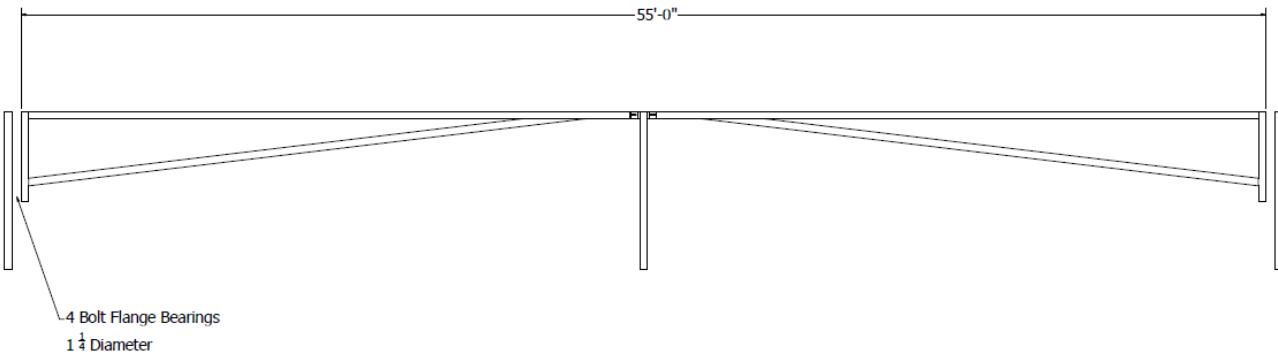
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(Example of finish only)







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Providing comprehensive ecological restoration and management of native plant communities.

Founded in 1987, DJM Ecological Services, Inc. has been an expert in native plant communities for over 30 years. We have expanded our reach throughout the years to provide a suite of services within the green infrastructure and construction industries. We offer boots-on-the-ground labor and consulting services across diverse business sectors, with clients in Government (Federal, State, and Local), Private Lands/HOAs, Corporations, Industry, Education, and Utilities/Infrastructure. We are a collection of scientists, certified arborists, operators and restoration technicians who are passionate about our work. Our employees carry degrees in Natural Resources & Environmental Science, Conservation Biology, Biology, Forestry, Fisheries, Wildlife Management, Sustainability, Finance, and Chemical Engineering, to name a few. DJM's diverse team brings a collaborative approach and pragmatic creativity to every project we undertake.

Our areas of expertise include:

- Earthwork and Grading
- Bioretention Basins & Stormwater BMPs
- Green Roofing
- Native Landscapes
- Streambank Stabilization
- Erosion Control & SWPPP
- Stewardship & Arborist Services
- Consultation & Master Planning



Prescribed Fire



Bioretention Basin



Ledge Rock Install



*Streambank
Stabilization*



Green Rooftop

Accreditations, Credentials, & Specialized Training

- SBA Small Business Concern
- Licensed Herbicide Applicators in MO, IL, IA, KS, and IN
- Eight ISA TRAQ-Certified Arborists on staff (International Society of Arboriculture)
- Prescribed Fire Qualifications: Certified IL Burn Manager #10-016, Natl. Wildland Coordinating Group S-130/190/100 Firefighter Training, S-131 Fire Line Leadership, S-212 Powersaws, S-211 Pumps, & NIPFTC-Tallahassee: Urban Interface Prescribed Fire Operations
- Utilization of PlanSwift Software for Estimating and Jobber for Schedule Deployment

Professional Associations/Involvement



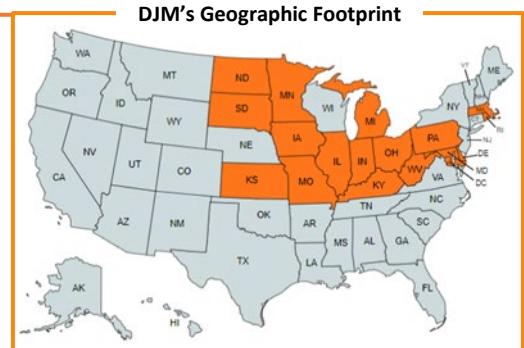
- MO Prairie Foundation
- Open Space Council
- Conservation Federation of MO

- GROW Native!
- Shaw Professional Series
- SITE Improvement

- SITE/OSHA Partnership
- Society of Wetland Scientists
- Operation Clean Stream

- MO Dump Truckers
- AGC of Missouri
- SLC3

Congratulations to DJM Chairman Jon Wingo, MO Prairie Foundation "Prairie Pioneer of the Year" (2019) Award Winner



Safety is at the core of our business.

Safety Training for Employees includes:

- CPR/First Aid
- OSHA 10 Hour
- OSHA 30 Hour
- MSHA Part 48b
- Rigging and Signaling

Current EMR = 0.65

ISN & BROWZ Pre-Qualified with an EMR below "1.0" from 2012-2022

AVETTA Pre-Qualified

Enrolled in DISA and E-Rail Safe

Federal NAICS Codes and Key Words:

- 111421—Nursery & Tree Production
- 111422—Floriculture Production
- 113210—Forest Nurseries & Gathering of Forest Products
- 541320—Landscape Architectural Services
- 541690—Other Scientific & Technical Consulting Services
- 237110—Water & Sewer Line & Related Structures Construction
- 237120—Oil & Gas Pipeline & Related Structures Construction
- 237130—Power/Communication Line & Related Structures Construction
- 237990—Other Heavy and Civil Engineering Construction
- 114210—Hunting & Trapping
- 115112—Soil Prep, Plant & Cultivation
- 115310—Support Activities for Forestry
- 541620—Environmental Consulting Services
- 561730—Landscaping Services
- 238910—Site Prep Contractors
- 238990—All Other Specialty Trades Contractor

DUNS Number: 071905389

Unique Identifier: RE9HHSQ5FB71

CAGE Code: 7J2E0

Govt Pre-Qualifications: E-Verify MOU Compliant, Registered & Compliant on SAM.gov, MODOT #0013046, STL Metropolitan Sewer District 2021-2022





Providing comprehensive ecological restoration and management of native plant communities.

TERMS AND CONDITIONS OF SERVICES

DJM Ecological Services, Inc. (DJM) aims to deliver every project to our standard of the highest quality possible. To ensure this standard, we present our baseline terms and conditions. **We appreciate your business and look forward to working with you!**

Last Updated March 2022

SITE CONDITIONS

- The client shall provide access and permission to enter the work site during normal working hours (7 a.m. to 5 p.m.).
- A plat of survey, or other measurable survey will be provided to DJM upon request.
- DJM will obtain utility locates before performing any digging on a project site. DJM is not responsible for any damage to, or cost involved with, any underground hazards, obstructions or services that are not covered by the dig-rite ticket, made known to us in writing, or apparent on visual inspection.

PROJECT TIMING

- Ecological landscape installation, restoration, and stewardship require careful timing of operations to match the dynamic nature of the ecosystem. DJM will make all attempts to complete project tasks with respect to/in accordance with the variables presented by nature. This includes installation of seed, live plants, erosion control, prescribed fire, herbicide, and other tasks. Severe weather conditions, including drought, may cause the delay of the start date of the contract.
- Delays caused by other companies on site may cause work to be rescheduled and/or re-bid.
- Any addition and/or alterations to the scope of work may require written approval and/or contract revisions, and may impact the project schedule.
- Adverse weather delays do occur and can delay projects. The following table is based on National Oceanic and Atmospheric Administration (NOAA) data and constitutes anticipated minimum number of adverse weather days per month over the course of a year.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	5	5	8	13	11	4	4	5	5

PLANT MATERIAL

- Plant material, both live and seed, will be planted true to species and of the highest quality available.
- Species and/or size substitutions may be necessary due to market availability at the time of installation.
- As native plugs are a perishable project, plugs included in the proposal/contract will be grown out specific to each project. If the construction schedule is pushed beyond 8 weeks of the original planting timeline, a holding fee equal to 5% of the order's total cost will be charged on a weekly basis to cover the costs associated with storage and ongoing care of live plant materials. If the construction schedule is pushed beyond one year from the original timeline stated on the contract, species substitutions may be necessary or the order may need to be re-grown, requiring a three-month lead time preceding the anticipated install date.
- DJM is not responsible for damage incurred to any installed materials (including plants) by the elements, including winds, rain, frost, animals, and/or drought (as defined by the national drought monitor, D1- moderate drought, <http://drought.unl.edu/>).
- DJM is not responsible for the post-installation success and/or maintenance of living plant material, including turf, unless a stewardship contract is in effect.

STEWARDSHIP

- Stewardship (post-planting maintenance) is essential for at least three growing seasons following installation of all seeded native grasses and wildflowers to ensure proper establishment. Stewardship can include any of the following: brush cutting, hand pulling, high mowing, broadcast or spot spray herbicide applications. DJM reserves the latitude to apply techniques as necessary.
- Stewardship services are not included in the contract unless specified.

WARRANTY

- If, and only if, a stewardship contract is in place for the project, DJM provides the following warranty:
 - For ball & burlap (B&B) or containerized plant materials: One-time replacement of trees, shrubs, and perennial materials that die within 6 months of the date of installation.
 - For native seeded areas: If a native seed mix's performance is below average during its first growing season, DJM will oversee the area in the winter following its first growing season at no additional cost to the client. "Below average" performance is defined as less than 5 desirable plants per square yard, as determined by random meander survey at a rate of 3 plots (1 square yard in size) per acre.
- Timing of warranty replacements is to occur in the appropriate season for best chance of plant survival, which is at DJM's discretion.

BIORETENTION PROJECTS

- Accepted as-built drawings for all piping and storm water infrastructure showing grade and elevation and of a similar scope and scale to the engineer's drawings must be provided to DJM prior to mobilization. Our proposal does not include the costs of as-built drawings unless specified. If inclusion of the cost of as-built drawings for the BMP is desired, notify DJM prior to signature.
- Bioretention projects/BMPs in St. Louis City/County are regulated by the Metropolitan St. Louis Sewer District (MSD). MSD requires BMP inspection and reporting throughout the year, as well as an annual BMP Maintenance report. The annual report provides documentation that maintenance was performed in accordance with the Stormwater Management Facilities Report, and must be submitted to MSD by March 31st of each year for the preceding calendar year's maintenance.
- BMP inspection, maintenance, and/or reporting is not included in the contract unless specified.

PROPOSAL & PAYMENT TERMS

- Proposals are valid for 30 days from the date of issue.
- Payment is to be made within 30 days of completion of work, unless otherwise specified on contract and agreed to in writing.
- DJM reserves the right to add a 4% service charge for all unpaid balances over NET 60 terms. Client agrees to reimburse DJM for all expenses associated with the collection of unpaid balances. All materials on the project site remain the property of DJM Ecological Services, Inc. until payment is received in full.





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Weldon Spring Site – Multiple Projects

2019-2023

St. Charles, MO

Project Contact: Randy Thompson, Navarro Research and Engineering, randy.thompson@lm.doe.gov

The U.S. Department of Energy (DOE) Office of Legacy Management (LM) manages the Legacy Management Program including the Weldon Spring Site. DJM performed work at this site under three separate contracts in 2020.



Weldon Spring Interpretive Center Landscape and Retaining Wall

Project Budget \$75,000

In 2020, the existing Interpretive Center at the Weldon Spring Site was replaced with a new facility, built nearby. DJM was involved for construction of a retaining wall and landscape surrounding the new building.

- 294 cu yds topsoil at 4" depth
- 5 Trees, (24) 3-gallon shrubs, (114) 1-gallon shrubs, (1,898) quart sized perennials
- 76,082 sq ft Hydroseeding
- 70 cu yds mulch
- Irrigation
- 133 sq ft Versa-lok modular block retaining wall
- 84 feet of Planter Boxes with 4" perf pipe, 18" gravel bed, 24" soil, 2" mulch





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Weldon Spring Site – Multiple Projects

St. Charles, MO

Project Contact: Randy Thompson, Navarro Research and Engineering, randy.thompson@lm.doe.gov

Potable Water Line Replacement

Project Budget \$110,000



The purpose of this project was to replace the potable waterline that provides service to the Programmatic Storage Building and Temporary Office Trailer at the Weldon Spring Site. The system consisted of new high density polyethylene water service pipe, a new water tap and meter pit, a backflow prevention system, connection to one existing yard hydrant and connection to the existing plumbing system that services two buildings. Old lines, hydrants & valves were demolished following switch over to the new potable service.

- Remove 455 linear feet existing pipe, above ground backflow assembly, hotbox, protective bollards, 3 hydrants, 3 concrete vaults
- 2" water tap and meter
- 2" backflow prevention device and vault
- (1) 2" gate valve, (3) 1" gate valve
- 410 linear feet 2" HDPE, CTS water service pipe
- 110 linear feet 1" HDPE, CTS water service pipe
- 767 sq yds grass restoration & 681 sq ft gravel restoration
- Labor and equipment to package and load low-level contaminated waste onto transport truck

LiDAR Monuments

Project Budget \$35,000

This work was conducted to construct permanent high quality and consistent LiDAR (light detection and ranging) survey control points and markers to be utilized on future aerial surveys at the Weldon Spring Site. Aerial surveys such as LiDAR and photogrammetry have been and will continue to be an important tool for the long-term management of the site.

- Concrete Reinforcement Mesh
- SCH 40 PVC Pipe
- Concrete
- $\frac{3}{4}$ " crushed rock
- Sand
- Potholing utilities/exploratory excavation





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Weldon Spring Site – Multiple Projects

St. Charles, MO

Project Contact: Darrell Landers, RSI EnTech PM, 314-517-6949, darrell.landers@lm.doe.gov

2022

Interpretive Center Flagpole Installation

Project Budget: \$69,515



This project involved installation of three new flagpoles (2 @ 25' and 1 @ 30' height) at the Weldon Spring Site's Interpretive Center. DJM performed the necessary excavation with a Rival Hydrovac and hoisting with a 50 ton crane. The flagpoles are rated to withstand wind speeds of up to 108 mph with flags mounted.

Stair Removal and Replacement

Project Budget: \$838,999

The scope of this project was removal of the existing composite lumber staircase on the site's containment cell, and replacement with a new 185' long, galvanized steel staircase with concrete piers, approaches, bollards, and a new gate structure.



Damaged composite staircase



Placement of the final stair section using a 320 ton crane



Finishing of concrete approaches





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MSD – Maffitt and Roosevelt Biorention Basins

St. Louis, MO

Project Budget \$584,000

2020 to 2021

Project Contact: Darryl Virginia, MSD Inspector, 314-768-6260

As part of an effort to utilize neighborhood-scale facilities to reduce the strain on the city's stormwater sewer system, MSD sought to convert two vacant lots in north St. Louis city into bioretention basins. DJM was the prime contractor for this project, for which construction was completed in 2020.

Construction (2020):

- 5,185 cu yds of material excavated and hauled off
- 731 combined tons of rock, gravel, and pea gravel mulch
- 621 cu yds rain garden soil
- 469 sq ft Versa-lok Modular Block retaining wall with associated Geogrid, drain tile, backfill and bedding
- 24 tons weathered limestone boulders
- 147 linear feet of 48" decorative fencing installed
- (13) 2.5" caliper trees
- (220) 3-gallon shrubs
- (160) 1-gallon perennials
- (3,061) quart perennials
- 821 sq yd sod
- 265 sq ft stamped concrete forebay
- Multiple sewer pipes and structures including connection to existing facilities
- Restoration of the site and 1-year establishment stewardship





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Forest Hills Country Club Stream Restoration

Chesterfield, MO

Project Budget \$1,000,000

2022 to 2023

Project Contacts: Emma Gore, General Manager, Forest Hills CC, 925-683-9753, emmag@foresthillscc.net
Scott Reynolds, Superintendent, Forest Hills CC, 314-574-1021, scottr@foresthillscc.net
Dave Derrick, River Research and Design, Inc., 601-218-7717, davederrick.r2deng@gmail.com

Prior to construction, the portion of Shotwell Creek and an associated tributary onsite at the Forest Hills Country Club was severely incised, and the erosion risked damage to critical infrastructure on the golf course. DJM acted as the design-build contractor on this project, working with designer Dave Derrick, one of the nation's premier potamologists, to improve and stabilize approximately 1 mile of the stream's length. DJM self-performed all construction and restoration work on the project, including earth moving, construction of engineered rock riffles and pools which created a more naturalized flow pattern for the stream, and rock revetment with native plantings on the streambanks for stabilization. The project was completed on time and under budget in spite of significant additions to the original scope of work.

Construction Figures (2022-2023):

- Removal and disposal and/or modification of existing gabion baskets
- Tree and stump removals with disposal offsite
- 3000 cubic yards of soil moved
- Approximately 13,000 tons of rock (24-36" size) added to the stream in the form of in-stream riffles, longitudinal peaked stone toe protection, living dikes, and bank stabilizing revetment stone
- 3,407 live stakes, 6' HT
- 5 acres of restoration with erosion control blanket and native seed
- All scopes performed in compliance with a USACE 404-permit





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St. Louis, MO

4630 West Florissant Ave.
St. Louis, MO 63115

Wentzville, MO

2205 Ebert Lane
Wentzville, MO 63385

Kansas City, MO

8539 Troost Ave.
Kansas City, MO 64131

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Ryan Hanlon

5-8-23

Holly Hills Special Business District

RE: Bid Clarification – Construction Specification Detail

Ryan,

Below are DJM's responses to your email request dated May 4th 2023.

Question #1: DJM's response to this RFP includes locally, and commonly, available materials fabricated by local vendors. If a gate is damaged, DJM can source a new section or repair the damaged section using the incumbent vendor base and skilled tradespeople on staff. DJM cannot provide an outright damage waiver due to the application in a high traffic urban environment. If the SBD requests it, DJM can provide the names and contact info for the proposed vendors and fabricators, as well as the final CAD drawings for each component, upon completion of the work. This will allow the SBD to source material independent of DJM should repairs be necessary in the future. Alternately, DJM can provide repair services on a time and materials basis with receipts and man hours tracked and provided for review. Costs would be tied directly to the level of damage incurred.

Question #2: DJM's current offer includes an 18-month warranty for workmanship, materials and labor from the date of acceptance. All construction related defects will be DJM's responsibility. Damage from vehicles, vandalism, acts of God and mis-use are explicitly excluded.

Question #3: See pictures below for options specific to gate security. For the smaller gates, DJM plans to use option #1. For the larger gates, option #2. Larger gates will have more material deflection due to length making alignment more difficult. Lock options are pictured too.

Question #4: See pictures of proposed boulder material.

Question #5: The smaller gates can be made to be "double swing" via the pictured hardware. The larger gates, with the center posts, will require a single direction of swing due to the conflict with the center post (they won't swing past the center post in both directions of travel). If the SBD prefers it, all gates could be made "single swing" for consistency.





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Gate Security Option #1





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Gate Security Option #1





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Gate Security Option #2





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Example of Boulders in ALT#1





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Double Swing Gate Hardware Option





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Ryan Hanlon

5-2-23

Holly Hills Special Business District

RE: Bid Clarification – Construction Specification Detail

Mr. Hanlon,

In the interest of a clear comparison, below are the considerations DJM included within the pricing proposal presented 4-25-23.

Gates: Outside vertical posts are 3/8th square tube, 1/4th on inside vertical posts and 1/8th gauge on the cross members. The entire gate and all posts will be hot-dipped galvanized @ AZZ in Maryland Heights, MO. All hardware will be galvanized too.

Posts: Each will be set in 18" diameter sono-tubes at a depth of 30" with a 6" footing of 1" clean. The post footings will be reinforced with #3 re-bar on a 6" pattern. Posts will be galvanized and recessed 2' into the footing with 4' extending above grade.

Curbing: 6" tall and 6" wide with an estimated total length of 25'.

Concrete: 6 Sack 4,000psi break @ 30 days

Optional Boulders: Shot rock limestone boulders of irregular shape and size between 1.5T-3T each. Set 36" off each post base on native soil.

Should you have any additional questions about the materials proposed please don't hesitate to ask.

Thank you.

Doug Bauer

DJM Ecological Services, Inc.

314-478-2388

dbauer@djmeccological.com





4001 Taft Ave. St. Louis, MO 63116
P. 314-638-7600 F. 314-638-7634

Customer:	Holly Hills SBD Carondelet Park	Proposal Date:	3/28/2023
Email	hollyhillssbd@gmail.com	Expiration Date:	4/27/2023
Phone	(314)560-7537	Job #:	QUOTE
Contact Name:	Ryan Hanlon	Salesperson:	Eric Schroeder
Job Address:	Multiple	Email:	erics@empirefenceonline.com
		Office#	(314)638-7600

We propose to Furnish and Install:

(5) Double Drive Gates To Match Cliff Cave Gates	\$ 49,066.00
TOTAL:	\$ 49,066.00

All work listed above to be done on same mobilization.

We exclude design calculations and sealed shop drawings.

Price does not include any permits, licensing, bonding, grading, grubbing or grounding.

Empire Fence is not responsible for any private utilities. **This includes sprinkler lines.**

****Three percent convenience fee will be added for any payment made by credit card.**

Any cancellation will be charged for time and material.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. One year guarantee on installation.

Authorized Signature_ *Eric Schroeder*

Date: _____ 3/28/2023

Signature _____

Date: _____

□

Empire Fence & Custom Iron Works

4001 Tat Ave. St. Louis Mo. 63116

Customer: Holly Hills SED
Job Location: Carondelet Park Entrances

Date: 5/5/23

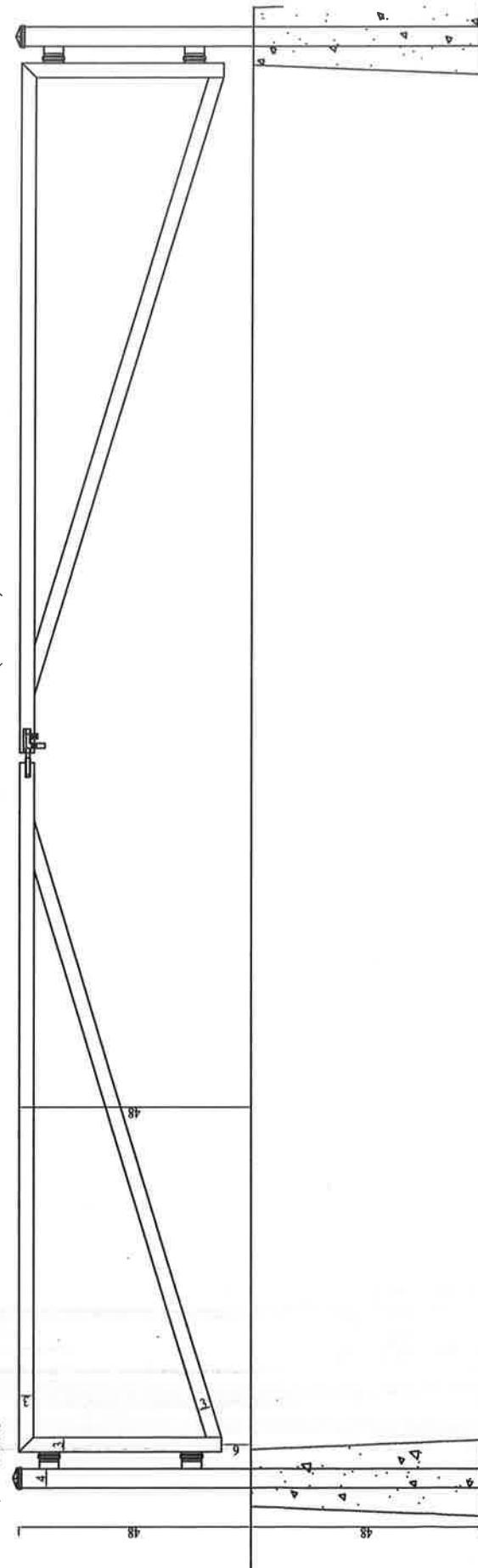
Drawn by: Eric

2" Receiver Post W/ Finger Latch

□

Roller Bearing Hinge
(KING 44-2100)

EXTRA HEAVY DUTY SLIDE BOLT (KING 1-1000)



Carondelet Park Gate RFP Clarification Requests

2 messages

Naijaly Velasco <naijaly@empirefenceonline.com>

Fri, May 5, 2023 at 1:27 PM

To: Ryan Hanlon <ryan@route3films.com>, Eric Schroeder <erics@empirefenceonline.com>, Nicole Baniak <nicoles@empirefenceonline.com>

EMPIRE

We would like to request that the submitted proposal be amended to include the following:

- Sample gate drawings (please see attached for the drawings)
- Clarified language regarding warranty (On the estimate dated 3/28/2023 in the squared in box, last sentence. One year guarantee on installation)
- Clarified language regarding gate security: lockable gates with D-rings or hoops for chain or padlock? (On drawing as well, extra heavy duty slide bolt)
- Three past client references (detailed) (Vanstar Construction Job: Hollywood Casino Project: 670' of 6' high 3-rail aluminum fence Date: 4/11/23. Blue Knight Job: BKEP St. Louis Facility Project: 1,198' of 8' galvanized chain link Date: 4/21/2023. Banner Property Job: Park 44 Project: 459' of 6' Blackline HHP privacy vinyl fence Date: 2/7/2023.)
- Identification of single or double swing gates at each entrance (Double Drive Gates)
- Estimated timeline for work completion (4-5 months)
- Estimated total cost (\$49,966.00)

--
We Appreciate Your Business!

Naijaly Velasco
Office Manager



Empire Fence
4001 Taft Ave
St. Louis, MO 63116
314-638-7600 Office
naijaly@empirefenceonline.com

 [4058_001.pdf](#)
38K

Ryan Hanlon <ryan@route3films.com>

Fri, May 5, 2023 at 3:34 PM

To: Gary <garynipper@att.net>, Katie Thorman <thorman.kathleen@gmail.com>, Eric McMahon <epmcmahon2@gmail.com>, Meghan Cotner <mlcotner@gmail.com>

Hi all,

Empire's response below and attached...

Ryan Hanlon
314-560-7537
Ryan@Route3Films.com

[Quoted text hidden]

 **4058_001.pdf**
38K



KIRKWOOD
EST 1979
FENCE

A SECOND MILE SERVICE COMPANY

200 S. Elam Ave. # 100 Valley Park, MO 63088 • (314) 966-3333 • KirkwoodFence.com

Since 1979, Kirkwood Fence has been providing customers with fencing products designed for ultimate performance and style. With our personalized services, the professionals at Kirkwood Fence will surpass your expectations. All projects with Kirkwood Fence include a fence consultant who will manage your installation from start to finish, and an installation crew with experience in the fencing industry. Whether it's a full installation, repair, or replacement of an existing fence, our quality of service never changes. We'd like to thank you for giving Kirkwood Fence the opportunity to assess and consult your home repair needs.

- We are Locally Owned and Operated
- We curate our fence selections based on aesthetics and quality (which is based on many years of research) so that your investment will look beautiful and stand the test of time.
- Our expert fence consultants match our high-quality products with your specific lifestyle to help you achieve your goals.
- Our fence craftsman overbuild every fence we install using only high quality materials and the best installation methods to ensure your investment lasts a very long time.
- We have a convenient showroom for you to experience our products before you buy them located at the intersection of Lindbergh and Manchester Road.
- We've been installing fences in St. Louis for 40 years, have an A+ rating with the BBB, are members of the American Fence Association, St. Louis Homebuilders Association, and are the official fence partner of Stray Rescue.
- We are a member of the Kirkwood -Des Peres area Chamber of Commerce.
- We are fully licensed and insured.
- We offer a Limited 2 Year Craftsmanship Warranty and the full manufacturer's warranty (when applicable) on all the products we install.
- We provide you the necessary documentation to make the permitting process as easy as possible for you.

Please see the estimate for a detailed explanation of how we will address your project and associated costs.



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Kirkwood Fence
200 S. Elam Ave. Suite 200
Valley Park, MO 63088 United States
(314) 329-4442

BILL TO

Holly Hills Special Business District
3900 Holly Hills Boulevard
St. Louis, MO 63116 USA

ESTIMATE
66531955

ESTIMATE DATE
Apr 28, 2023

JOB ADDRESS

Holly Hills Special Business District
3900 Holly Hills Boulevard
St. Louis, MO 63116 USA

Job: 66529930

ESTIMATE DETAILS

Carondelet Park Special Business District Barrier Gate Project : *Introduction & Scope of Services*

Jordan Kuiper 636-893-3423 to be project manager for Kirkwood Fence through entire project

In-House Gate manufacturing "Liberty Manufacturing" was consulted and designed all barrier gates for all five entrances

- Over 30 years experience welding gates
- Heavy duty 2"x6" black coated Schedule 40 steel to be used on all gate arms
- All posts used will be 6"x6" Schedule 40 Steel set 4' deep in concrete
- All gates to feature a Double Trussed Hinge Post (Two 6"x6" posts welded together with two 2"x6" posts with a 16" gap between main posts) to ensure strength, premium aesthetic quality & a better mounting point for future signage
- All Hinges to be welded to hinge post to ensure safety, durability and security
- All gates to be 48" tall

Estimated time of completion: Current lead times within 10-12 weeks in ground after permit acceptance/grant and down payment or payment agreement

- 6-8 weeks fabrication
- 1 week installation timeframe if weather is cooperative (not raining, high winds)
- Communication check in after each installation day, permitting, fabrication and materials.

Final walkthrough and presentation by Kirkwood Fence prior to work beginning

Kirkwood Fence has provided fencing, Ornamental and commercial gates for Afton, Lindbergh, Rockwood, Saint Louis City schools, Numerous private schools. Our custom in house gate building team fabricates and designs gates for numerous other fencing companies in the area and provides excellent service quality and experience.

Kirkwood Fence is part of Second Mile Service LLC. A conglomeration of service businesses with the singular goal of providing excellent service in whatever we do.

Personally Kirkwood Fence donates a portion of every fence to Stray Rescue STL. Kirkwood Fence also sponsors Road Crew Coffee Cycling team, just up Morgan Ford. This partnership project is near and dear to myself as project manager due to the

fact I have been racing my bicycle at Carondelet Park for years. I have deep admiration for the Holly Hills community and the beauty this park currently offers and has potential to offer with your desired plans!

Your Contacts for this project are:

Jordan Kuiper - Lead design consultant 636-893-3423
Todd Seis - Production Manager 636-266-8084

Scope of Work

Installation of five total barrier gates along major entrances to Carondelet Park

Gate 1: Leona & Loughborough

Double Drive gate with supplied median

- Excavator will be used to break through, remove asphalt and supply dirt and mulch for the raised island

47' total opening

4' wide by 12' long oval concrete raised median for signage and latch posts

Dual 22' wide swing gates (see drawing for specs)

Double Trussed Hinge Posts

32' from Loughborough

Gate 2: Holly Hills Dr. & Holly Hills Blvd.

Double Drive gate with no median & security latch at center for added safety

37' total gate length for 35' curb to curb opening

Hinge posts double trussed

22' from sidewalk , 28' from street

Gate 3: Livingston & Holly Hills Blvd

Single swing arm gate 27' wide arm

Double trussed hinge post

Single latch post

15' from street

Gate 4: Holly Hills Dr. & Grand Dr.

25' curb to curb opening

26' wide swing arm with ability to open nearly 180 degrees to avoid taking up traffic lane or parking spots when opened

Double trussed Hinge posts

Installation centered when curbs narrow from traffic and parking conjunction

Gate 5: Loughborough Dr. & Grand Dr.

Installation set back 40' from street to avoid damaging existing large & beautiful tree

32' opening curb to curb

Dual drive 34' total width swing gates with security latch at center

Invoicing

50% due at acceptance, remainder due upon completion

- *note* flexibility with invoicing options, please contact Jordan to discuss further

Warranty 2-Year workmanship

CONCLUSION

Kirkwood Fence Has a proven experience of providing excellent solutions and products to our clients. We take pride in our work and have the technical ability backed by a seasoned workforce to provide superior results.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
ESTIMATEFENCE	Kirkwood Fence estimate.	1.00	\$73,850.00	\$73,850.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$73,850.00

TOTAL	\$73,850.00
EST. FINANCING	\$1,262.84

Thank you for choosing Kirkwood Fence, your locally owned fencing company and part of the Second Mile Service family of companies. For questions regarding your invoice please call our Accounting department at (314) 329-4442.

CUSTOMER AUTHORIZATION

The proposal above is furnished by Kirkwood Fence as a good faith estimate of work to be performed at the location described above, subject to all sales Terms and Conditions. Due to material price volatility, this estimate is good for 10 days. Balance is due upon completion.

Sign here

Date



Terms & Conditions

Unless otherwise specifically agreed to in writing by Kirkwood Fence, these Sales Terms and Conditions shall apply to any and all orders placed by Purchaser for products sold or installation services provided by Kirkwood Fence. In these Sales Terms and Conditions the party to whom Kirkwood Fence's Estimate is addressed is referred to as the "Customer." Kirkwood Fence and Customer are each referred to as a "Party" and collectively referred to as the "Parties" in these Sales Terms and Conditions.

1. General Terms: Kirkwood Fence agrees to provide Customer the materials and/or installation services specified in Kirkwood Fence's Estimate within a reasonable time after the date of acceptance by Customer. Customer agrees to pay the entire amount shown Kirkwood Fence's Estimate for the products sold or installation services provided by Kirkwood Fence upon completion.
2. Acceptance: Customer's acceptance of any offer by Kirkwood Fence must be made on such terms and conditions exactly as offered by Kirkwood Fence. Any of Customer's terms and conditions which are different from or in addition to those contained in these Sales Terms and Conditions shall be of no effect unless specifically agreed to in writing by Kirkwood Fence. Kirkwood Fence's acceptance of all orders and all offers and all sales by Kirkwood Fence are subject to and expressly conditioned upon Customer's assent to the terms and conditions of these Sales Terms and Conditions. Acceptance by Customer of goods or installation services performed by Kirkwood Fence pursuant hereto shall be deemed conclusive evidence of Customer's assent to all of the terms and conditions of these Sales Terms and Conditions. **Purchaser SHALL BE DEEMED TO HAVE ACCEPTED ALL GOODS OR INSTALLATION SERVICES PERFORMED BY KIRKWOOD FENCE UPON PAYMENT.**
3. No material shall be ordered or work shall begin without a deposit of 50% of the contract price. Payments cannot be withheld due to non-completion of any other contractor's work, other contractor's non-compliance regarding code, license, permits, and paperwork or changes in the acceptance of insurance certificates, liability amounts, or lack of, by any other party. Should Kirkwood Fence be unable to complete the installation within 90 days of contract acceptance due to delays outside of Kirkwood Fence's control, including but not limited to delays caused by homeowner's associations, permitting, other trades, weather, etc. Kirkwood Fence reserves the right in its sole discretion to cancel this agreement or adjust the cost of the project to reflect pricing at the time of installation.

CUSTOMER SHALL SECURE ALL NECESSARY PERMITS, HOWEVER KIRKWOOD FENCE WILL ASSIST CUSTOMER BY PROVIDING RELEVANT INFORMATION SUCH AS MATERIAL CUT SHEETS AND PRODUCT INFORMATION. PLEASE NOTE THE COST OF THE PERMIT IS NOT INCLUDED IN THIS CONTRACT AND SHALL BE PAID DIRECTLY BY THE CUSTOMER TO THE PERMITTING AUTHORITY. IF CUSTOMER DOES NOT WISH TO OBTAIN THEIR

OWN PERMIT, KIRKWOOD FENCE WILL DO SO ON THEIR BEHALF PER THE TERMS AND CONDITIONS OF PARAGRAPH 25 (BELOW).

4. Installation of Fence: Unless otherwise agreed to in writing, Customer shall fully cooperate in allowing Kirkwood Fence's installation of any fence contemplated by these Sales Terms and Conditions by doing each of the following:(a) clearing a sufficient working area of all obstructions and removable hazards: (b) surveying, grading, locating, and staking the fence line and by verifying all property lines and identifying all utility lines, (c) notifying Kirkwood Fence's crew of all potential work area hazards, (d) coordinating Kirkwood Fence's work with the activities of all other persons at the job site, including other contractors, crews supervisors, architects and owners and (e) obtaining all applicable approvals, including, but not limited to Condominium Association, Planned Unit Development, Property Association, Municipality, or other entity which has lawful control over the installation location. If any fence or other product is to be installed on property governed or controlled by a Condominium Association, Planned Unit Development, Property Association, or other entity which has lawful control over the installation location, type, style or other installation provisions in any form, the Customer hereby warrants and affirms that it has received all required consent from the herein referenced entities and that consent received is consistent with the provisions of these Sales Terms and Conditions. Customer agrees to assume full responsibility for the fence or other product installation location, type and style and agrees to hold Kirkwood Fence harmless should any aforementioned entity require the adjustment, relocation, reinstallation or reconstruction of all or any part of the products furnished or installed by Kirkwood Fence. The Customer assumes all responsibility for all utility lines upon the Customer's property. The Customer shall indemnify and hold harmless Kirkwood Fence from any and all damages or liabilities resulting from any cut or damaged utility line including, but not limited to, gas, water, electric, telephone, cable, or sprinkler lines. Customer agrees that if rock is encountered, Kirkwood Fence may assess a special per hole digging charge. Customer shall comply with all applicable statutes, codes or ordinances relating to the location of underground utility lines prior to commencement of fence installation. The estimated completion date shall be extended for as long as Customer fails to comply with this provision and for all delays reasonably beyond Kirkwood Fence's control. Deliveries of materials or work to be performed may be suspended by Kirkwood Fence in case of an act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor or, transportation, facilities, accident, breakage of machinery or apparatus, or any other cause beyond the control of Kirkwood Fence or Kirkwood Fence's suppliers, preventing the manufacture, shipment, acceptance, or consumption of shipment of goods or a material upon which the manufacture of the goods is dependent. If, because of any such circumstances, Kirkwood Fence is unable to supply the total demand for the goods, Kirkwood Fence may, at its sole option, cancel the Agreement without any liability or recourse whatsoever with respect to the Customer.

5. Except as otherwise provided in this Contract, Kirkwood Fence shall have no obligation to perform a change in the Work unless Kirkwood Fence and Owner sign a change order describing the change and the corresponding adjustment in the Contract Price and time for completion. However, if Kirkwood Fence encounters a hidden or other condition at the jobsite not discovered by Kirkwood Fence during the pre-job inspection that requires an increase in the labor, materials or work to be furnished, the Contract Price and time for completion shall be equitably adjusted accordingly.

An ADDITIONAL CHARGE of \$20 per hole will apply to underground obstructions encountered during digging, i.e., bedrock, excessive roots, construction debris.

6. This contract assumes all excess dirt removed from fence post holes will be left on site at a reasonable location that is determined by the Customer. Should the Customer request Kirkwood Fence to remove the excess dirt from the property, Kirkwood Fence will gladly do so, but an additional fee of \$1.50 per linear foot of fence shall apply in order to cover the additional labor and disposal fees associated with the dirt removal.

7. Underground Facilities Including Sprinklers and Tree Roots: Kirkwood Fence agrees to take every precaution not to damage non-visible underground facilities including without limitation, underground wiring, invisible dog fence, sprinkler systems, drain lines, water, or sewage lines in areas of excavation, fence construction, or the performance of other installation services but assumes no liability if damage occurs, nor the responsibility for removing, relocation, or replacement of same. In the event Kirkwood Fence is required to remove tree roots in order to construct the fence in the desired location, Customer acknowledges that Kirkwood Fence assumes no responsibility for damage to any tree resulting therefrom.

8. Sufficient workspace shall be made available to Kirkwood Fence. Owner shall be responsible for all moving personal property, brush, trees, landscaping, shrubs/bushes, retaining walls, or other obstructions from the Kirkwood Fence-designated Work performance area, unless otherwise agreed in writing. Failure to comply with this provision which prohibits Kirkwood Fence from completing its work shall result in a trip charge of \$250.00. Owner bears all risk of loss of personal property not removed from the Work area, even if caused by Kirkwood Fence's negligence.

9. Payment, Default and Remedies: Should any default be made by Customer related to any of the terms hereunder, or if Customer does not make payment in full upon completion, all amounts owed to Kirkwood Fence by Customer shall become immediately due and payable. In the event that any action is taken to collect any account balance, Customer and guarantors agree to pay all expenses of collection to the extent permitted by law including, but not limited to, collection agency charges equal to the actual amount Kirkwood Fence is required to pay a third party debt collection agency or licensed attorney, up to 40% of the principal amount owed to Kirkwood Fence, actual attorney fees, court costs, lien fees, and all costs and attorney's fees incurred in collecting upon the judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses, and attorney's fees from the date incurred at the rate of twenty four percent (24%) per year or two percent (2%) per month. Kirkwood Fence may apply all payments or portions thereof to any outstanding attorney's fees, court costs, collection expenses, interest and principal as Kirkwood Fence, in its sole discretion, deems appropriate. Any suit to collect any obligation owing by Customer to Kirkwood Fence or to enforce the terms of the Agreement may be brought, at the sole option of Kirkwood Fence, in St. Louis County, Missouri or at any court of competent jurisdiction where work is performed under this Agreement or where the Customer lives or does business, and the Customer hereby waives any and all objections to such jurisdiction and venue. This agreement shall be deemed to be made in, governed by and construed in accordance with the laws of the State of Missouri, without regard to its choice of law principals.

10. Change Orders and Customer's Cancellation: If Customer requests any change in the type, quality or quantity of the fencing to be provided by Kirkwood Fence hereunder, Customer shall pay, in addition to the purchase price shown on Kirkwood Fence's Estimate, Kirkwood Fence's standard charge for all additional fence and for such additional labor, materials and travel expenses as are incurred by Kirkwood Fence in connection with such change order. If, prior to Kirkwood Fence's delivery of the fencing, Customer cancels such delivery, Customer shall be obligated to pay Kirkwood Fence as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of Kirkwood Fence's standard charge for all special order materials, with the exception of Walpole Outdoors products, which are final sale, custom order, and unable to be restocked or returned. After Kirkwood Fence has begun delivery of any products, but before installation has begun, Purchaser may cancel this Agreement by paying Kirkwood Fence, as liquidated damages and restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price, again, excepting therefrom all Walpole Outdoors products, which are final sale, custom order, and unable to be restocked or returned.

11. Cumulative Remedies: To the greatest extent permitted by applicable law, Customer's obligation hereunder and all of Kirkwood Fence's rights and remedies provided for herein and /or by applicable law, are cumulative, and Kirkwood Fence shall be entitled to exercise any and all rights and remedies. Customer acknowledges that its obligation to pay Kirkwood Fence is an independent covenant, and Customer acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to Kirkwood Fence hereunder. Nothing here, however, shall be construed to release Kirkwood Fence from any obligation which it may owe to Customer. Customer agrees that Customer's obligation hereunder constitutes a family expense and is therefore chargeable to both the husband and wife.

12. Lien Rights: Customer acknowledges that Kirkwood Fence has and may exercise all lien rights against the property upon which the work is performed or to which materials are supplied. If Customer is not the owner of the property upon which the work is performed Customer agrees to obtain the Owner's written consent to Kirkwood Fence's full exercise of such lien rights. To the greatest extent permitted by law, Customer and/or Owner hereby waive any and all objections to any defect in any such lien documents. Kirkwood Fence's exercise or non-exercise of such lien rights will not alter or amend these Sales Terms and Conditions or release any of Purchaser's obligations hereunder. This Contract and its performance are governed by the laws of the place of the project. A lien waiver shall be furnished to Owner upon payment of the Contract Price in full. Missouri law requires the furnishing of the following notice:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

13. Parties agree that all disputes arising under this agreement shall be governed by and interpreted in accordance with the laws of Missouri, without regard to principles of conflict of laws. The parties to this contract agree to submit all disputes with an amount in controversy of over \$10,000 to arbitration in St. Louis, County Missouri before a single arbitrator from USA&M. If USA&M is unable to arbitrate for any reason the parties agree to a single mediator from the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of USA&M (or, if AAA is the arbitrator, then the rules of AAA) or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law Missouri. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce this award. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction or filing a civil proceeding for amounts in controversy under \$10,000.

14. Kirkwood Fence is not an engineering firm and is not licensed to practice engineering. Nothing in this Contract shall be construed as requiring Kirkwood Fence to make any engineering judgments.

15. In the event this fence project is along a retaining wall, unless specifically noted in the contract, sonotubes/sleeves must be installed by others prior to Kirkwood Fence's arrival. The spacing of the sonotubes/sleeves must be spaced properly to accommodate the posts based on the type of fence material we are installing, but locations of the post centers will be provided to the customer by Kirkwood Fence. In the event the sonotubes/sleeves are not installed prior to our arrival, or if the locations of the sonotubes/sleeves are incorrect, additional charges will apply.

16. Amendments; Waivers; Entire Agreement: Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified superseded or canceled. Delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of another right or remedy. Any written waiver shall be strictly construed and shall not be extendable. These Sales Terms and Conditions contain the entire understanding of the parties and supersede and replace all prior and contemporaneous agreements and understandings, oral, written, or implied. All documents created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of these Sales Terms and Conditions. In the event any of the terms or conditions of these Sales Terms and Conditions modify or conflict with any prior or contemporaneous agreement, waiver, or condition, the prior or contemporaneous agreement, waiver, or condition shall be modified or superseded by the terms or conditions of these Sales Terms and Conditions, as the case may be. PURCHASER AGREES AND ACCEPTS FULL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY FAILURE TO PROVIDE REQUIRED MAINTENANCE FOLLOWING DATE OF COMPLETION,

EXCEPT AS STATED IN THE SALES TERMS AND CONDITIONS, KIRKWOOD FENCE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PROXIMATE DAMAGES FOR ANY REASON, INCLUDING WITHOUT LIMITATION SETTLING OR SHIFTING OF THE GROUND OR SUNKEN OR LEANING POSTS. PURCHASER AGREES AND ACCEPTS FULL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY FAILURE TO PROVIDE REQUIRED MAINTENANCE FOLLOWING DATE OF COMPLETION,

INCLUDING WITHOUT LIMITATION DAMAGES CAUSED BY FAILURE TO SECURE OR AND LATCH ANY GATES.

18. **Indemnity:** To the greatest extent permitted by law Customer shall indemnify, defend, hold and save Kirkwood Fence (and its officers, shareholders, managers, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorney's fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly, to the supplying of any materials or performance of any installation services contemplated by these Sales Terms and Conditions or to the fence (including its location) regardless of whether the injury or damage is caused in part by Kirkwood Fence's negligence or gross negligence or any other act or omission of Kirkwood Fence or its agents.

19. **Successor and Assigns:** These Sales Terms and Conditions shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

20. **Severability:** If any provision of these Sales Terms and Conditions is held to be unenforceable Kirkwood Fence may sever the unenforceable language and these Sales Terms and Conditions shall be construed as if they did not contain the unenforceable language and the rights and obligations of the parties and shall be enforced accordingly. Alternatively, Kirkwood Fence, at its sole option, may cancel these Sales Terms and Conditions entirely.

21. **Headings:** All paragraph headings set forth in these Sales Terms and Conditions are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth.

22. **Representations and Warranties:** Despite any agency capacity, the person signing as the Customer personally and on behalf of Customer, warrants and affirms to Kirkwood Fence, that the person signing for any entity has full authority to do so and to thereby bind such entity, that by accepting these Sales Terms and Conditions Customer will not have violated its own articles of incorporation, bylaws, partnership agreement, operating agreement or other applicable organizational document or any judgment, order decree, writ or injunction to which Customer, or any Guarantor or Partner thereof, or any of them, are subject, and that such execution will not result in any breach of or constitute a default under any agreement, instrument, guaranty or contract to which Purchaser, or any guarantor or partners thereof, or any of them is a party.

23. **Electronic Signature:** Customer agrees to conduct business electronically with Kirkwood Fence in accordance with the federal Electronic Signatures in Global and National Commerce Act (E-Sign), 15 U.S.C.A. § 7001-7031 (Supp. 2001). Customer acknowledges that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form, and that if a law requires a record or signature to be in writing, an electronic record or digital signature satisfies that requirement.

24. Due to ever changing costs of materials, Kirkwood Fence reserves the right to rescind this offer if not accepted by the owner within 10 days of the Contract submitted date.

25. In the event the Customer does not wish to obtain their own permit, Kirkwood Fence will arrange for the permit on Customer's behalf, but a procurement fee of \$200 shall apply to cover the additional time required to do so, plus the actual cost of the permit itself, which will be added to the final bill.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Kirkwood Fence is authorized to do the work as specified. Payment will be made as outlined above.