

BID # 937(*reposting*)
PAVING, REDESIGN, AND
RELANDSCAPING OF
6140 N. HANLEY PARKING LOT,
BERKELEY MISSOURI



Bids shall be submitted in a sealed envelope clearly marked,
BID # 937 “Paving, Redesign, and Relandscaping of 6140 N. Hanley Parking Lot” on the
outside.

Bid Opening on Wednesday, January 24, 2024 at 10:15 a.m.

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Additional Attachments:

Missouri Annual Wage Order # 28 – If exceeds \$75,000

INVITATION TO BID

The City of Berkeley, Missouri will accept sealed bids until **January 24, 2024 at 10:00 a.m.** local time, at City Clerk Office, City Hall, 8425 Airport Road, Berkeley, Missouri, for the paving, redesign, and relandscaping of the parking lot at 6140 North Hanley road, as outlined in this bid form: **(All bidders are required to provide a 10% bid bond in the form of a surety bond, acceptable to the City.**

Bids will then be publicly opened and read aloud in the City Council Chambers at City Hall, 8425 Airport Road Drive, Berkeley, Missouri. **The award of the bid will be after receiving approval from City Council. All this work will be completed in 90 days after notice to proceed, weather permitting. Our expected start date is March 1, 2024.**

Specifications and Bid Forms may be obtained from our website www.cityofberkeley.us.

Bids shall be submitted on the City Bid Form in a sealed envelope, placed in the City's drop box, at the side parking lot, and clearly marked on the outside as:

“Bid # 937 – PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT”

The City reserves the right to accept or reject any or all bids and or combination, thereof, and to waive any minor irregularities.

The City of Berkeley is an Equal Opportunity Employer

**CITY OF BERKELEY
8425 Airport Road Drive
Berkeley, MO. 63134**

**NOTICE TO BID
BID # 937**

Notice is hereby given that the City of Berkeley, Missouri, will accept sealed bids for Bid No. 937 **“PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT”**, according to the specifications and bid package requirements. Copies of the bid forms may be obtained from our website www.cityofberkeley.us

Sealed bids will be received at the City’s Receptions it Desk at Berkeley City Hall, 8425 Airport Road, Berkeley, MO 63134 until **10:00 a.m. on January 24, 2024**, at which time the bids will be publicly opened and read aloud and posted to our website.

Bids must be in sealed envelopes and clearly marked:

BID # 937 “PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT”

The City of Berkeley reserves the right to reject any and all bids, waive informalities in the process and accept the bid deemed to be in the best interest of the City of Berkeley. **For any technical questions, please contact Keith White, Street Superintendent (314) 365-3014.**

Nathan Mai-Lombardo
City Manager
Nathan@berkeleymo.us

BID PROCESS SCHEDULE

Dates

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid. **Monday, January 16, 2024, 5:00 p.m.**
2. Addendums will be posted on the City of Berkeley Website: www.berkeleymo.us
3. Submittal Deadline for Bid: **Wednesday, January 24, 2024, 10:00 a.m.**
4. Bid Opening: **Wednesday, January 24, 2024, 10:15 a.m.**
5. If a final Addendum is needed it will be posted on the website by **5:00, p.m. on Wednesday, January 17, 2024.**

COMPANY INFORMATION FORM

PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT - BID # 937 CITY OF BERKELEY, MISSOURI

Please print legibly, except where signature is required.

Date _____

Company Name: _____

Company Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____

Authorized Officer: _____

Signature: _____

Title: _____

Cell Phone Number _____

TOTAL BID PRICE FORM

BID NO. 937 - PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT CITY OF BERKELEY, MISSOURI

Date: _____

Deanna Jones, City Clerk
City of Berkeley Missouri
8425 Airport Road
Berkeley, Missouri 63134

To Whom It May Concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the Contract documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility, transportation services (including all incidentals) required to perform the street repair in connection with the work within the City of Berkeley.
2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest, responsible & the best qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within hundred & eighty (180) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bonds & insurance certificate within ten (10) days after the Agreement is presented to him for signature.
3. Security in the sum of _____ Dollars
(\$ _____) in the form of _____ is submitted herewith in accordance with the INVITATION FOR BID.
4. The bidder is prepared to submit a financial and experience statement upon request.
5. The total bid price should include the costs for removal of the existing pavement, replacement of the pavement, forming of curbs, removal and replacement of driveway approaches, any other work associated with the project, and any permit cost from the City of Berkeley.
6. **TOTAL BID PRICE:** _____ **Dollars**
and _____ **Cents (\$ _____)**

BID FORM

Project No:

The following proposals are hereby provided by: *(Name of company)*, _____
hereinafter called "BIDDER")

To: Deanna Jones, City Clerk, City of Berkeley, 8425 Airport Road, Berkeley, MO. 63134

The BIDDER, in compliance with the invitation to bid for the City of Berkeley Project
"PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT" having
examined the plans, specifications and related documents and being familiar with all of the conditions
surrounding the proposed project including the availability of materials and labor, hereby propose to
furnish all equipment, tools, labor, materials, supplies, and whatever else is needed to complete the
project in accordance with the plans and specifications, within the time set forth therein, and at the prices
stated on the bid form located on the following page.

The total price shall include all equipment, labor, materials, supplies and whatever else is needed to
complete the item.

In addition, additional spaces have been provided for items which the BIDDER determines need to be
separated from the items listed. Regardless of whether or not separate items are listed, the
BIDDER is still obligated to complete the entire project according to the plans, specifications and related
documents, and will also meet or exceed the general industry standards in the construction industry for
the work completed.

The BIDDER shall supply **4 (four) copies** of the **Bid # 937 "PAVING, REDESIGN, AND
RELANDSCAPING OF 6140 N. HANLEY PARKING LOT"**

The BIDDER understands that the owner reserves the right to reject any or all bids, or any combination
thereof, and to waive any informality in the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of hundred and
twenty (120) calendar days after the scheduled closing time for receiving bids. The bid will be awarded
after receiving approval from City Council for this project. The work will be completed by no later than
May 30, 2024.

SIGNATURE _____ DATE _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____

EMAIL _____

OFFICE PHONE: () _____ CELL () _____

ATTEST _____

Bid Proposal Form

Proposals have: (HEREIN AFTER CALLED “BIDDER”)

TO: The City of Berkeley Missouri, 8425 Airport Road, Berkeley, MO 63134

The bidder, in compliance with your invitation for the: **Bid No. 937 “PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT”** Having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby propose to furnish all equipment, labor, materials, and supplies, and to complete the project in accordance with the specifications, within the time set forth therein, and at the prices stated below:

Contractor shall make site visit, and if needed, strike-thru listed quantities and insert proper numbers for a successful project.

The above unit prices shall include all labor, materials, incidentals etc. The above quantities could be increased or decreased, and the contractor will be paid on actual quantities.

The bidder shall supply 4 (four) copies of the **Bid # 937 “PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT”** for our review and decision.

Bidder understands that the owner reserves the right to reject any or all bids, or any combination thereof, and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of hundred and eighty (180) calendar days after the scheduled closing time for receiving bids.

(Signature) Printed Name

Title

Company Name

Telephone No. *(with area code)*

Address

Fax #

Email

Company's Website

City, State and Zip Code

Date

PROJECT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023, by and between _____, (a corporation organized and existing under the laws of the State of Missouri) or (a partnership consisting of _____ members) hereinafter called the "CONTRACTOR" and the **CITY OF BERKELEY, MISSOURI**, a local government.

WITNESSETH, that the Contractor and the City of Berkeley, Missouri for the considerations stated herein agree as follows:

STATEMENT OF WORK: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, services materials, supplies, etc. needed to perform and complete all work required for **BID # 937 - "PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT"** and any and all required supplemental work for completion of the project in accordance with the Plans, Specifications, and all Contract documents.

The total project costs \$ _____

The Contractor must notify the City of Berkeley & the neighbors at least three (3) business days *prior* to doing work and notify the City of Berkeley one business day prior to doing work for any changes in the schedule. The City of Berkeley will then have the option of having an inspector present to inspect the work.

Payments will be made within 30 days after the City approves the final inspection of the project, and the contractor submits a final invoice. The final invoice shall not be deemed as received until after the City approves the completion of the project.

CONTRACT: The executed Contract documents consist of the documents furnished to each bidder and the Contractor for this project.

BID NO. 937

PERFORMANCE AND PAYMENT BOND FORM

KNOWALL MEN BY THESE PRESENTS, THAT we _____, as principal, and _____ as Surety, are held and firmly bound unto the CITY OF BERKELEY, in the sum of _____ Dollars (\$ _____) for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by theses presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____ day of _____, 2023, enter into a contract with the City of Berkeley for Mill and Pave of Certain Asphalt Streets.

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City of Berkeley, with or without notice to the Surety and during the life of any guaranty required under the contract ; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payments for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the City of Berkeley, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contractor or in the work to be done under it or the giving by the City of Berkeley of any extension of the time for the performance of contract or any other forbearance on the part of either the City of Berkeley, the Principal to the other, shall not in any way release the Principal and the Surety, or either of any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being here by waived.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

City/State/Zip _____

Telephone Number of Attorney-in-Fact: _____

Signature of Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

BID NO. 937

AFFIRMATIVE ACTION STATEMENT

THE CITY OF BERKELEY, MISSOURI is an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Human Rights Act. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal

Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

Signed: _____

Position: _____

Date: _____

Note: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2023)

Affirmative Action/Prime Vendor Questionnaire

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your

Affirmative Action Plan

1. Name and address of your organization: _____
2. Name and position of person completing this report _____
3. We do not wish to be on your prime vendor list and are returning this form incomplete: _____
4. Do you consider your organization to be an Equal Employment Opportunity Employer?
Yes _____ No _____
5. Are you part of or a division of a larger parent organization? _____ If Yes, please give
parent organization name and home office address

6. How many employees were on the payroll last pay period? _____
Full Time _____ Part Time _____
7. How many women were on the payroll? Full Time _____ Part Time _____
8. How many minorities were on the payroll?
Full Time Male Minority employees: _____
Full Time Female Minority employees: _____
Part Time Male Minority employees: _____
Part Time Female Minority employees: _____
9. Does your organization include in its employment advertising a phrase similar to: "We are an
Equal Employment Opportunity Employer " _____; or if your organization has not advertised
recently, will similar phrase be included if advertising is undertaken in the future Yes ____
No _____
10. Does your organization or you parent organization have an Affirmative Action Plan?
Yes ____ No _____ If Yes, please supply a copy of the current plan.
11. Does your organization have a designated department or person to function in the Equal
Opportunity Position? Yes _____ No _____. If Yes, please supply the name, title, phone
number and address for future correspondence.

The City of Berkeley thanks you for your cooperation in filling out this form.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder 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 to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

OSHA TRAINING REQUIREMENTS

Missouri Law, 292.675 RSMo, Requires the Awarded Contractor and Its Subcontractor(s) To Provide A Ten-Hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (Or a Similar Program Approved by The Missouri Department of Labor And Industrial Relations as a Qualified Substitute) For Their On-Site Employees (Laborers, Workmen, Drivers, Equipment Operators, and Craftsmen) Who Have Not Previously Completed Such A Program and Are Directly Engaged in Actual Construction of the Improvement (Or Working at A Nearby or Adjacent Facility Used for Construction of The Improvement). The Awarded Contractor and Its Subcontractor(s) Shall Require All Such Employees to Complete This Ten-Hour (10) Program, Pursuant To 292.675 RSMo, Unless They Hold Documentation on Their Prior Completion of Said Program. Penalties for Non-Compliance Include Contractor Forfeiture to The City of Berkeley In the Amount Of \$2,500, Plus \$100 Per Contractor and Subcontractor Employee for Each Calendar Day Such Employee Is Employed Beyond the Elapsed Time Period for Required Program Completion Under 292.675 RSMo.

Insurance

Contractor's and Subcontractor's Insurance

1. The contractor shall purchase and maintain such insurance as will protect him AND THE CITY OF BERKELEY AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or as a result from the Contractor's execution of the work, whether such execution be by himself or by a subcontractor or by anyone directly or indirectly employed by any of the subcontractor(s), or by anyone for whose acts any of them may be liable:

- a. Claims under Workmen's Compensation disability benefit and other similar employees' benefits acts.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- d. Claims for damages insured by usually personal injury coverage which are sustained:
 - i. By any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor
 - ii. By any other person
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefore.

2. CERTIFICATES OF INSURANCE which is acceptable to the CITY SHALL BE FIELD WITH THE city PRIOR TO COMMENCEMENT OF THE WORK. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.

3. The Contractor shall procure and maintain at his own expense, during the contract time, liability insurance as hereinafter specified:

- a. CONTRACTOR'S General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract documents, whether such operations be by himself or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from or sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for all property damage sustained by any one person in any one accident; and a limit liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.
- b. The contractor shall acquire and maintain if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit if the CITY, the Contractor, and Subcontractor, as their interest may appear. This provision shall in no

way release the Contractor of Contractor's surety form obligations under the Contract Documents to fully complete the project.

4. The Contractor shall procure and maintain, at his own expense, during the Contract time, in accordance with the provision of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the contractor shall require such subcontractor similarity to provide Workmen's compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engages in hazardous work under this contract at the site of the project is not protected under Workman's compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

5. The contractor shall secure, if applicable, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contractor Price totaled in their bid. The policy shall cover not less than the losses due to fire, explosion, hail, lighting, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the CITY. The policy shall name as the insured the Contractor, the City's Consulting Inspectors, and the City of Berkeley.

GENERAL CONDITIONS

Definitions:

a. "OWNER" and/or "CITY" refers to the City of Berkeley, Missouri and its premises and employees.

1. In case of any discrepancy between the General Conditions and the Special Provisions, the General Conditions shall govern.

2. Bidders must use the bid form(s) provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give total price quote, and sign the bid. Identify your bid on the envelope by listing the item bid, the number if appropriate, and the date of opening. If you do not care to bid, please return any plans, specifications, and bid sheet(s) and note your reason.

3. Furnish specifications, descriptive literature, and diagrams whenever appropriate.

4. Whenever products or materials of any particular producer or manufacturers are mentioned in our specification, such products or materials mentioned are intended to be descriptive of type of type or quality and not restrictive to those items mentioned.

5. Vendor supplying materials directly to the City should not include Federal Excise Tax or Sales Tax and/or Use Tax in bid prices, as the City is exempt from these Taxes by law. In the case of bids submitted by contractors to the City, all Federal Excise Tax or Sales Tax and Use Tax on the materials purchased by the sub-contractor are the sole responsibility of the contractor and the City's tax exemption will not apply to these purchases.

6. The time of delivery or work starting dates should be listed on the bid form, as these dates may be taken into consideration in making the award.

7. The City of Berkeley reserves the right to cancel all or part of bids if delivery is not made or work is not started as guaranteed. In case of delay the vendor or contractor must notify the Purchasing Agent, who may grant additional time for delivery when the buyer is at fault or if she is satisfied that the delivery, is beyond the control of the vendor. Such grant must be in writing and made part of the bid. Failure to deliver as guaranteed may disqualify bidder for future bidding, and an alternate supplier could be used.

8. Inspection of delivery will be made at the delivery point, unless otherwise specified. Materials must be properly packaged. Damaged materials will not be accepted. Rejected materials will be returned to the vendor at the vendor's risk and expense.

9. All Tables, Contract Documents, and Reports of Data submitted by Contractor to City of Berkeley under the terms and conditions of the Contract shall be and remain the sole property of City of Berkeley. Any and all quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract are estimates only. Contractor is responsible to verify all quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract. The Contractor certifies that the Owner and City cannot and will not be held responsible for variations in the above items.

10. Contractor shall secure, at their own expense, all personnel, materials, equipment, labor, and whatever else is required to perform all services under the terms and conditions of this Contract.

11. Contractor shall obtain the prior written approval of City of Berkeley if any subcontractors employed by Contractor are to perform work and services under the terms and conditions of the Contract. All contracts entered into between Contractor and subcontractors for material or labor shall bind subcontractor to Contractor and City of Berkeley in the same manner and to be the same extent as Contractor is bound to City of Berkeley by virtue of this Contract, where such is possible and reasonable. No subcontract shall, under any circumstances, relieve the Contractor of his liabilities and obligations under his Contract and all transactions with City of Berkeley must be through Contractor. Subcontractors will be recognized only in the capacity of workmen and shall be subject to the same requirements as to character and competence.

12. OWNER or its authorized representative shall have general supervisory power over all work to be done under this Contract and shall have sole and final determination over all questions or disputes of any nature arising out of or related to this Contract.

13. Contractor shall not, without the prior written consent of the City of Berkeley assign, transfer, or otherwise dispose of this Contract nor any claim thereunder, nor any interest therein, nor any monies due or to become due thereunder.

14. Contractor shall indemnify and hold harmless the City of Berkeley, its officers, agents and employees from any and all complaints or suits made or brought for injury to persons or property caused by Contractor, its agents, employees or independent contractor in the performance of work and services under this Contract.

15. The City Manager may terminate the whole or any part of this Contract if Contractor fails to perform any term or conditions of this Contract or fails to prosecute the work so as to endanger the timely performance of the Contract, either determination to be made solely by the City Manager. Upon the making of either determination, the City Manager shall notify Contractor in writing of such determinations and shall give Contractor ten (10) days to perform or correct the failing. Contractor shall be deemed to have defaulted in its Contract if it fails to perform or correct the failing within the ten (10) day period. City of Berkeley may thereupon procure, upon such terms and conditions and in such manner as it deems appropriate, work and services similar to the work and services so terminated. In such an event, Contractor shall be liable and shall pay City of Berkeley, from time to time, upon demand, all monthly costs expended by Contractor which are in excess of the monthly costs which would have been paid to Contractor if Contractor's performance was to have continue under this Contract for the Contract term.

16. Owner may terminate the whole or any part of this Contract without cost to Owner or to Contractor in cases where acts of God, fire, flood, tornadoes, earthquakes or other natural causes, enemy attacks, sabotage or other hostile actions, riots or civil disorders, strikes, or any other condition(s) beyond the control of Owner render the services of Contractor impossible or unreasonably difficult to perform, either determination to be made solely by the City Manager.

17. The rights and remedies of Owner provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and as provided by Contractor's faithful Performance bond.

18. During the performance of the Contract, Contractor agrees as follow: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. Contractor shall take affirmative action to make sure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of Contractor's non-compliance with the provisions of this clause, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further City of Berkeley contracts. The rights and remedies of the Owner provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or provided by law.

19. Contractor shall furnish top quality equipment, tools and supplies for the performance of this contract.

20. Contractor and its employees or agents, shall at no time, for any reason whatsoever permit or cause any obstruction to the movement of authorized persons with entering, or exiting adjacent right-of-way(s), or infringe upon areas of the property/properties or other property owners not within the designated work zone without prior written approval from the Owner or the Owner's designated representative.

21. Contractor shall make no alterations or changes in the premises, nor shall it add any utility services, nor shall it install or cause to be installed any sign on the premises without the written approval of the City Manager.

22. Any damage to the premises caused by any act or omission of the Contractor, its employees or agents shall be repaired as soon as possible. The Owner reserves the right to allow the Contractor to do the repairs, or the Owner will have the repairs completed and bill the contractor for all costs incurred.

23. Contractor will not permit any action on the premises that has an adverse effect or interferes with the proper functioning of any mechanical, electrical or drainage system, sanitary sewer system or any facility provided for the protection of the public, unless specifically allowed as part of the Plans and/or Specifications or approved in writing by the City Manager.

24. Contractor shall be responsible for careless workmanship. If a task is not performed so as to produce the specified, standard result, it shall be re-done at the Contractor's expense. Rework shall be performed as an "extra" and shall not interfere with nor detract from the performance of regular, scheduled work.

25. Direct all questions to Mr. Keith White, Street Superintendent, email – white@berkeleymo.us refer to **"Bid NO. 937 - PAVING, REDESIGN, AND RELANDSCAPING OF 6140 N. HANLEY PARKING LOT - Questions."**

26. Any Addenda(s) necessary in response to questions arising at the meeting. The Addenda(s) will then be transmitted to all prospective Bidders of record by the Purchasing & Contracting

Officer. Oral comments, statements, explanations or commitments by whosoever made shall not be relied upon and will not be binding or legally effective.

27. The bid form is included with the bidding documents. All blanks on the bid form shall be completed and signed in ink. Erasures or alterations shall be initialed in ink by the person signing the bid form. Parking lots are to be priced separately as noted on the bid form.

28. Stripping of the lots is to be listed separately as well.

29. In evaluating bids, the County will consider whether or not the bids comply with the prescribed requirements and other data, as may be requested in the bid. A responsive Bidder is a Bidder who accurately and completely delivers to the City the required documentation and certifications outline herein. Berkeley will consider the qualifications of Bidders and may conduct investigations as deemed necessary to establish the responsibility and qualifications of Bidders.

Paving project must be completed within 90 days of signing the contract.

30. Holidays: No services shall be performed on the following days:

New Year's Day Dr.

President's Day

Martin Luther King Day

Memorial Day

Juneteenth

4th of July

Labor Day

Veteran's Day

Thanksgiving Day (Thursday and Friday)

Christmas Eve

Christmas Day

New Year's Eve

Owner observes any holidays falling on Saturday on the proceeding Friday, and any holidays falling on Sunday on the succeeding Monday.

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SCOPE OF WORK

1.00 GENERAL

1.01 The purpose of this contract is to completely rebuild the parking lot, with new landscaping, sidewalks, and new pavement. The sidewalk along the north parking spaces must be enlarged to meet ADA standards.

1.02 The new parking lot shall have a minimum of one hundred (100) parking spaces, plus extensive landscaping, including tree islands. Parking spaces shall be 250 square feet as per Code, with a 24 foot wide, two-way drive aisle, that exits onto Madison Avenue on the south end of the lot, and also at 6124 Madison Avenue. There will be NO vehicle access to North Hanley Road.

1.03 The parking lot landscaping at the current city hall (8425 Airport Road) should be used as a model for landscaping the new parking facility.

1.04 Stormwater runoff and land disturbance are subject to review and approval by MSD, depending on the area of new pavement. It is the responsibility of the contractor to determine and if necessary obtain MSD approval.

1.05 All material and debris resulting from pavement removal will become the property of the contractor and shall be removed promptly from the site and legally disposed outside the City limits.

1.06 A minimum of three (3) days prior to work commencing, the Contractor shall provide written notification of the repaving to all adjacent property owners that will be affected by the work. The notifications shall be a form letter and copies of all letters shall be submitted to the City of Berkeley. The Contractor shall send letters, or the contractor can hand deliver those letters to affected homeowners on certain streets in this bid document.

1.07 The Contractor and/or material supplier shall provide a copy of all concrete mix designs (standard and high early) to be used on the project to the City of Berkeley representative for review and approval a minimum of 48 hours prior to commencing any work. No work shall be done without a mix design approval. This includes saw cuts, tear out or any other work incidental to the mill and pave. Asphalt mix design submitted shall have a unique name and/or number.

1.08 Contractor shall determine the location of all public utilities. If a public utility is damaged the Contractor shall notify the owner. Any damage to public utilities shall be repaired or replaced at the sole expense of the Contractor to the satisfaction of the owner. Water valves and manholes shall be adjusted as necessary to meet the grade of the new concrete. Water valves shall be raised in accordance with requirements of the Missouri American Water Department. Manhole lids shall be raised in accordance with requirements of the Metropolitan Sewer Department (MSD).

1.09 The Contractor will be responsible for any damage to adjacent concrete slabs, driveway approaches, sidewalk, and curb due to an insufficient saw cut, or from installation procedures.

The City representative reserves the right to require removal of any damaged work.

1.10 Contractor shall provide a uniform batch of asphalt, consistent with initial batch.

1.11 Through traffic must be maintained at all times. The Contractor shall not be permitted to remove an entire cross-section width of pavement at one time, unless otherwise authorized by the

City of Berkeley representative. The Contractor will incur all costs related to the placement, removal, disposal, if cross section streets are damaged.

1.12 Restoration will consist of completely backfilling all disturbed areas, including the area behind the back of curb, material storage areas, wash-out areas, etc., necessary to facilitate the removal, forming, and replacement of the designated slabs. Prior to restoration, all forming materials, excess concrete, wash-out material, and construction debris shall be removed from the area.

1.13 Any and all settled areas and/or areas that do not have a consistent vegetative cover established will be required to be re-graded, re-seeded, and re-strawed before the City of Berkeley will accept the work.

1.14 The contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.

2.00 REMOVAL

2.00 Removal (Mill) 2-3" of existing asphalt pavement; replacement hot mix-asphalt shall be done, and excavate existing concrete slabs in accordance with Saint Louis County standards and specifications, dated, August 3, 2020.

2.01 This work shall consist backfilling and seed and straw work areas where disturbed.

2.02 This work will include removing and replacing curb or gutters where damaged and listed in this bid document. The Contractor will be responsible for the replacement of any concrete and asphalt in the cross-streets due to damage. There will be no cost to the City of Berkeley for damaged and required replacement of concrete or asphalt not included within the removal limits.

3.00 TRAFFIC CONTROL

3.01 The Contractor shall schedule work to minimize hazards and delay; and shall make every effort possible to promote safety. Adequate means shall be provided to protect the surface from damage by traffic until such time that the mixture set. Detouring of traffic for this work will be permitted on Madison Avenue only. The reference standard for signage shall be the Manual of Uniform Traffic Control Devices. The Contractor must maintain communication with the St. Louis County Highway Department with regard to any potential impact to traffic on North Hanley Road.

3.02 Notice of start of work, any street closure, shall be the responsibility of the contractor prior to the commencement of work on that street or section thereof. Notice should be made by handouts to each home with dates, times, and type of work being performed. Handouts will contain a contact person and number for the general contractor. The contractor shall be allowed to shut down no more than one side of the street at a time. The contractor shall notify affected residents, at least 48 hours in advance, of any interruptions due to grinding or concrete work. Streets should be posted for no parking at least 48 hours prior to commencement of work.

3.03 Damage to uncured surfaces is the responsibility of the contractor. If damage occurs where suitable means have been made to protect the uncured surface, violators will be prosecuted, and the contractor reimbursed for the amount of the damages.

4.00 PERFORMANCE SCHEDULE

4.01 The contractor shall commence performance within five (5) days of receipt of Notice to Proceed.

4.02 Prior to commencing grinding operations the contractor shall, with the City's direction and approval, provide a work plan showing where the contractor will begin/set-up and a 5- and 10-day projection/timeline.

4.03 All activity associated with the construction operation shall be performed during City approved working hours of 7:00 a.m. to 5:00 p.m. (during daylight hours). The Contractor may work Monday thru Friday, excluding holidays. Contractor may request a change to the contracted work hours and/or request to work on Saturday. City reserves the right to approve additional hours to the workday and work on Saturday.

5.00 PAYMENT

5.01 Payment for work shall be invoiced upon completion of the Contract. Payment will be based on the unit pricing submitted by the Contractor in the attached ***BID PROPOSAL FORM***.

5.02. The City may withhold payment or final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

5.03 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within sixty (60) days of the certification of completion of the project by the City's authorized agent provided the contractor has completed filing of all contractually required documents and certifications with the City's authorized agent including acceptable evidence of the satisfaction of all claims or liens and copies of signed payrolls.

6.00 TERMINATION OF CONTRACT

6.01 This Contract may be terminated at any time for the convenience of the City. Upon written notice by the City to the contractor, the Contract will be terminated immediately. City agrees to pay the contractor for all work completed through the termination date.

7.00 FORMS TO BE RETURNED WITH BID

	Page
a. Cover Page	1
b. Invitation to Bid	3
c. Company Information Form	6
d. Total Bid Price Form	7
e. Bid Form	8
f. Bid Proposals Form	9
g. Project Agreement	10
h. Performance and Payment Bond Form	11-12
i. Affirmative Action Statement	13
j. Affirmative Action/Prime Vendor Questionnaire	14

PHOTOS OF SITE



Looking north to Airport and Hanley Roads

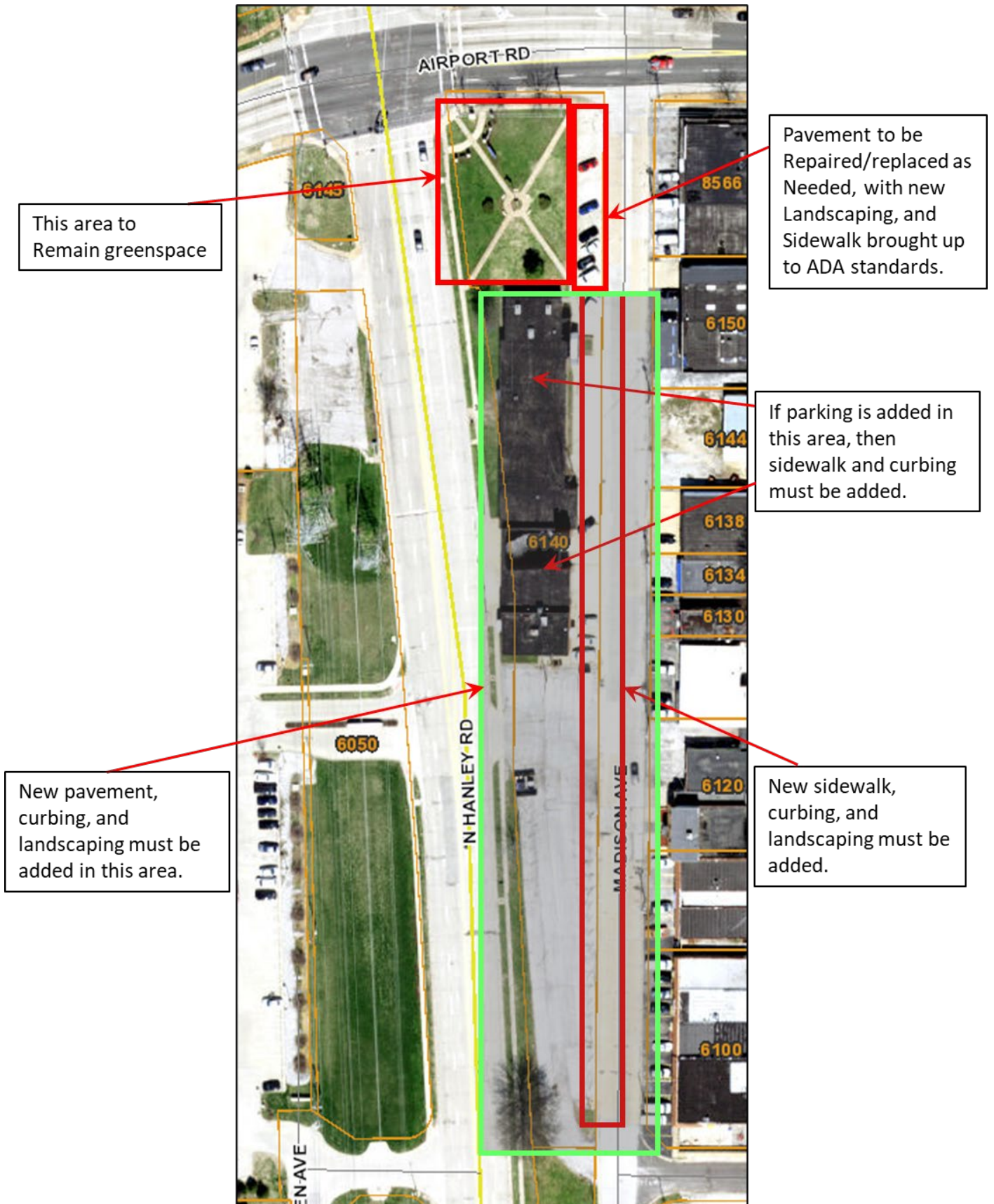


Center section showing dumpster enclosure

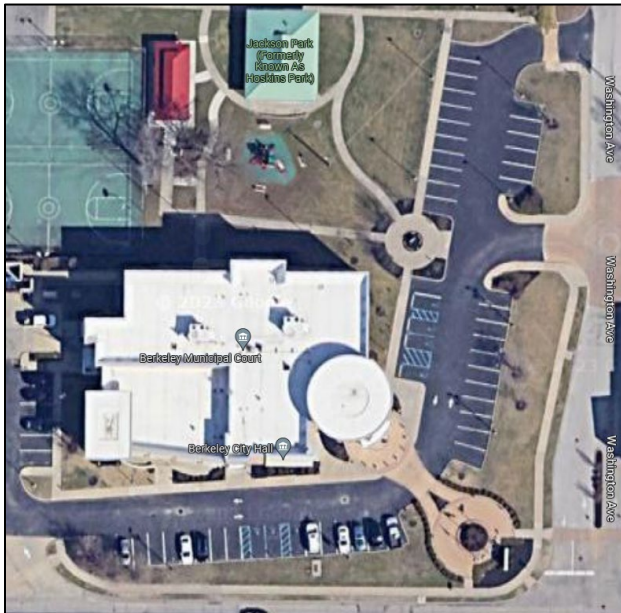


Looking south from Airport Road and Madison Avenue

SITE AERIAL SHOWING REQUIRED IMPROVEMENTS



EXAMPLE OF DESIRED LANDSCAPING



(Aerial of new city hall, 8425 Airport Road, showing landscaping).



Front view of lot.



Rear view of lot.

CONCEPT DESIGN OF PROPOSED PARKING LOT

(Bidders should use this design as a reference, and not as the City's exact design specifications)

