

**2018 FIRE HOUSE NO. 2  
BUILDING ENTRANCE  
CONCRETE REPLACEMENT PROJECT  
BID NO. 871**



**City of Berkeley  
8425 Airport Rd  
Berkeley Missouri 63134  
314-524-3313**

Bids shall be submitted in a sealed envelope clearly marked  
“Fire House No. 2 –Building Entrance Concrete Replacement Project” on the outside.

**Bid Opening Date, Thursday, June 28, 2018  
10:00 AM**

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## INVITATION TO BID

The City of Berkeley, Missouri will accept sealed bids until **June 28, 2018** at 10:00 A.M., local time, In the City Clerk's Office, City Hall, 8425 Airport Road, Berkeley, Missouri, for **replacement of a 57'x30' concrete facility entrance** as identified in an attachment herein this invitation to bid, called the Chart of Work.

Bids will then be publicly opened and read aloud in the City Council Chambers at City Hall, 8425 Airport Road, Berkeley, MO 63134.

Specifications and Bid Forms may be obtained in the office of City Clerk.

Bids shall be submitted on the City Bid Form in a sealed envelope, clearly marked on the outside as **"BERKELEY FIRE HOUSE NO. 2 - Building Entrance Concrete Replacement Project"**

Bid security, shall be in an amount equal to at least ten percent (10%) of the amount of bid or an amount specified in the solicitation.

Bidder shall be an Equal Employment Opportunity Employer and must have Affirmative Action Statement. These completed forms must be submitted to the Finance Office at City Hall under separate cover from bid no later than June 28, 2018, at 10:00 AM.

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

This is not a prevailing wage project.

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

**NOTICE TO BID**  
**BID # 871**

Notice is hereby given that the City of Berkeley, Missouri, will accept sealed bids for “**BERKELEY FIRE HOUSE NO. 2 - BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT,**” according to the specifications and bid package requirements. Copies of the bid forms may be obtained from the City Clerk’s Office in the Berkeley City Hall, 8425 Airport Rd, Berkeley, Missouri, 63134. Bid security, shall be in an amount equal to at least ten percent (10%) of the amount of bid or an amount specified in the solicitation.

Sealed bids will be received at the City Clerk’s Office in the Berkeley City Hall, 8425 Airport Rd, Berkeley, Missouri, 63134 until **10:00 a.m. on June 28, 2018**, at which time the bids will be publicly opened and read aloud. Bids must be in sealed envelopes and clearly marked:

**BID # 871 “BERKELEY FIRE HOUSE NO. 2 - BUILDING ENTRANCE CONCRETE  
REPLACEMENT PROJECT”**

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.

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Deanna Jones, City Clerk  
Email: [cityclerk@ci.berkeley.mo.us](mailto:cityclerk@ci.berkeley.mo.us)

## **BID PROCESS SCHEDULE**

### Dates

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid.  
**Monday, June 25, 2018 at 10:00 a.m.**

2. Addendums will be posted on the City of Berkeley Website:  
<http://cityofberkeley.mo.us>

3. Submittal Deadline for Bid: Thursday, June 28, 2018, 10:00 a.m.

4. Bid Opening: Thursday, June 28, 2018, 10:01 a.m.

If a final Addendum is needed it will be posted on the website  
by 5:00, p.m. on **Tuesday, June 26, 2018**

**TOTAL BID PRICE FORM**

**“BERKELEY FIRE HOUSE NO. 2 -  
BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT”  
CITY OF BERKELEY, MISSOURI**

Date: June 18, 2018

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

To Whom It May Concern:

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 and transportation services 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 qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) 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 bond within ten (10) days after the Agreement is presented to him for signature.

3. Bid 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. Bid Price for installing a 57' X 30' concrete facility entrance and to saw-cut edge that meets Natural Bridge Road. \$ \_\_\_\_\_

**TOTAL BID PRICE** \$ \_\_\_\_\_

**COMPANY INFORMATION**  
**“BERKELEY FIRE HOUSE NO. 2 -**  
**BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT”**

**CITY OF BERKELEY, MISSOURI**

Please print legibly, except where signature is required.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**BID NO. 871**

**COVER FORM**

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

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

The BIDDER, in compliance with the invitation to bid for the City of Berkeley Project "**BERKELEY FIRE HOUSE NO. 2 - BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT,**" 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 **One (1) original and 4 (four) copies** of the *Bid #871 "BERKELEY FIRE HOUSE NO. 2 - BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT"*

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 90 (Ninety) calendar days after the scheduled closing time for receiving bids.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ATTEST



## **BID NO. 871**

### **REQUIREMENT FOR BID SECURITY**

Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Finance Director to exceed fifty- thousand dollars (\$50,000).

Bid security shall be a bond provided by a surety company authorized to do business in the State of Missouri or the equivalent in cashier's or certified check (Checks shall be made payable to City of Berkeley).

Nothing herein prevents the requirements of such security on construction and other purchases less than fifty thousand dollars (\$50,000) when the circumstances warrant such requirements as determined by the Finance Director.

Amount - Bid security, shall be in an amount equal to at least ten percent (10%) of the amount of bid or an amount specified in the solicitation.

**BID PROPOSAL FORM**  
**“BERKELEY FIRE HOUSE NO. 2 -**  
**BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT”**  
**CITY OF BERKELEY, MISSOURI**

<b>Item</b>	<b>Description</b>	<b>Total Price</b>
1	Install a 57' X 30' concrete facility entrance and to saw-cut edge that meets Natural Bridge Road.	
2	Performance and Payment Bond	
3	Total Cost	

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**BID NO: 871**

**PROJECT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_, (a corporation organized and existing under the laws of the State of Missouri)/ (a partnership consisting of \_\_\_\_\_) hereinafter called the "CONTRACTOR" and the City of Berkeley, Missouri.

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 # 871 "BERKELEY FIRE HOUSE NO. 2 - BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT"**, and any and all required supplemental work for completion of the project in accordance with the Plans, Specifications, and all Contract documents.

The Contractor must either notify the City of Berkeley at least one business day prior to doing work, or provide a schedule 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.

Attest: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

**CITY OF BERKELEY, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

**BID NO. 871**

**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 \_\_\_\_\_, 2018, enter into a contract with the City of Berkeley for **“BERKELEY FIRE HOUSE NO. 2 - BUILDING ENTRANCE CONCRETE REPLACEMENT PROJECT.”**

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. 871**

**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 (EEOC). 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 Act against Discrimination. 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.

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Printed Name

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Signed

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Position

---

Date

**NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2018)**

**BID NO. 871**

**AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE**  
**Complete and return with Bid**

**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:  
Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_
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 last payroll? Full Time \_\_\_\_\_ Part Time \_\_\_\_\_
8. How many minorities were on the last 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 thank you for your cooperation in filling out this form.

## **BID NO. 871**

### **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 (10) 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.



# BID NO. 871

## INSURANCE

### Contractor's and Subcontractor's Insurance.

1. The Contractor shall purchase and maintain such insurance as will protect their company AND THE CITY OF BERKELEY AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or 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 the contractor, or by anyone who 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:
    - By any person because of an offense directly or indirectly related to the employment of such person by the Contractor.
    - By any other person
  - e. Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefore.
2. **CERTIFICATES OF INSURANCE** which is acceptable to the CITY shall be filed 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 for 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 any 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 of 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 of the CITY, the Contractor, and Subcontractor, as their interest may appear. This provision shall in no way release the Contractor of Contractor's surety from 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, Workman'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 Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged 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, "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 the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, 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 Berkeley Fire Department and the City of Berkeley.

## BID NO. 871

### GENERAL CONDITIONS

1. "OWNER" and/or "CITY" refers to the City of Berkeley, Missouri and its premises and employees.
2. In case of any discrepancy between the General Conditions and the Special Provisions, the General Conditions shall govern.
3. 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. Whenever products or materials of any 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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. All quantities, measurements, Berkeley Fire Department'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, Berkeley Fire Department'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.
9. 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.
10. 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 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 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.
11. 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.

12. 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.
13. Contractor shall indemnify and hold harmless the City of Berkeley, its officers, agents and employees from 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.
14. The City 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 to endanger the timely performance of the Contract, either determination to be made solely by the City. Upon the making of either determination, the City shall notify the 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 like 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 more than 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.
15. 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.
16. 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.
17. 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.
18. 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.
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.

24. Contractor shall be responsible for careless workmanship. If a task is not performed to produce the specified, standard result, it shall be re-done at the Contractor's expense.
25. Rework shall be performed as an "extra" and shall not interfere with nor detract from the performance of regular, scheduled work.
26. Holidays: No services shall be performed on the following days:

**New Year's Day**  
**Dr. Martin Luther King Day**  
**Memorial Day**  
**Independence Day (July4)**  
**Labor Day**  
**Veteran's Day**  
**Thanksgiving Day (Thursday and Friday)**  
**Christmas Eve and Christmas Day**

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

## BID NO. 871

### SCOPE OF WORK

#### 1.0 GENERAL

The purpose of this contract is to remove and replace concrete entrance located at Berkeley Fire House No. 2 (9265 Natural Bridge Road) City of Berkeley, Missouri, see Chart of Work in this bid.

All material and debris resulting from the concrete, rock, asphalt and street removal will become the property of the contractor and shall be removed promptly from the site and legally disposed.

All materials shall meet St. Louis County Department of Highways and Traffic specifications. Any variation from these specifications must be obtained by the contractor from the City of Berkeley in writing before placement on the project.

A minimum of seven (7) days prior to work commencing, the Contractor shall provide written notification of the removal to all residents 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 for distribution to neighboring facilities/businesses/homes. The Contractor shall use the Chart of Work to identify affected property owners.

**The Contractor and/or material supplier shall provide a copy of all concrete mix design (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. Each mix design submitted shall have a unique name and/or number.

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).

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 lot or sidewalk. *Saw cutting half slab or partial slab replacements will not be permitted.***

Concrete, sub-grade, and base rock compaction testing will be performed by a materials testing company provided by the Contractor. Testing will be done at location designated by the City of Berkeley representative. No work is to be completed without the notification of the City of Berkeley representative at least 24 hours in advance.

**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, and maintenance of rock base needed, to provide for through traffic, if an entire cross section width is removed without authorization.

Prior to restoration, all forming materials, excess concrete, wash-out material, and construction debris shall be removed from the area.

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

## **2.0 DEFINITIONS**

### **CEMENT**

Cement shall be Portland cement and shall conform to the current specifications of ASTM D-175 Air-Entrained Portland Cement or ASTM D-150 Portland Cement. If non air-entrained cement is used, an air-entraining agent shall be used to produce an air content of 4 to 6%.

### **AGGREGATES**

All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads;  
[http://www.stlouisco.com/Portals/8/docs/document%20library/highways/standard\\_specs/StLC\\_Standard\\_Specifications\\_Manual.pdf](http://www.stlouisco.com/Portals/8/docs/document%20library/highways/standard_specs/StLC_Standard_Specifications_Manual.pdf)

### **ADMIXTURES**

All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads;  
[http://www.stlouisco.com/Portals/8/docs/document%20library/highways/standard\\_specs/StLC\\_Standard\\_Specifications\\_Manual.pdf](http://www.stlouisco.com/Portals/8/docs/document%20library/highways/standard_specs/StLC_Standard_Specifications_Manual.pdf)

### **CONCRETE MIXTURE**

The proportions of the concrete mixture shall be approved by the City Street Superintendent. All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads.

### **REINFORCEMENT**

All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads.

### **EXPANSION MATERIAL**

All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads.

### **BASE AND BACKFILL MATERIAL**

All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads.

### **FORMS**

Forms shall be metal or wood free from warp and of sufficient strength to resist springing during the process of placing the concrete against them. Wood forms shall be at least 1 1/2 inch thick except for

sharply curved sections where a flexible material shall be used with the Street Superintendent approval. Metal forms shall have a flat top and shall be of an approved section. Forms shall be of a depth equal to the sidewalk or driveway and shall be securely braced to retain the correct line and grade. Forms should be thoroughly cleaned and oiled or wetted before concrete is placed against them and be sufficiently tight to prevent mortar leakage between them. All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads.

### **3.0 REMOVE AND REPLACE CONCRETE (PCC) PAVEMENT FOR STREET SLABS AND SIDEWALKS**

#### **ALIGNMENT AND GRADE**

Prior to the construction or reconstruction of the sidewalk or driveway, the Contractor shall request the Street Superintendent. Stakes will be offset and indicate the location and grade of the sidewalk or driveway to be constructed. Sidewalk shall have a 1/4-inch drop per foot across the width of the walk with the property side being higher than the street side.

#### **EXCAVATION**

The excavation of concrete for sidewalks and streets driveways, shall be performed in a manner as to leave any finished lawn and boulevard in good condition and so as to protect any trees or shrubs adjacent to the work. The excavation shall be to a minimum depth of two inches below the bottom of the slab to be poured. If no excavation is required, all vegetation shall be removed in the area below the slab. No sidewalk subbase shall be constructed on any surface that is sloping to such an extent as to cause a future sliding or shifting of the finished work. Such slopes shall be benched or excavated to a horizontal plane before the subbase is constructed. Excavated material not used at the site and not desired by the property owner shall be disposed of as directed by the Street Superintendent.

### **4.0 REINFORCEMENT FOR STREETS AND SIDEWALKS**

All bars and/or mesh shall be clean and rust free and shall be supported; reinforcement bars shall be drilled into existing concrete. All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads.

### **5.0 4" PORTLAND CEMENT CONCRETE (PCC) ROLLED CURB**

This work shall consist of the forming and placement of the 4 inch (4") PCC Rolled Curb. All curbing shall be poured monolithically with each designated slab replacement that contains existing curb. **Pinned on curb is not permitted.** Hand mixing concrete will not be permitted. All work done under these specifications is to be accomplished in accordance the St Louis County Standard Specifications for Streets, Bridge and Roads.

#### **TRAFFIC CONTROL**

The Contractor shall schedule work to minimize hazards and delay. The contractor 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 has cured sufficiently. Detouring of traffic for this work will be permitted.

Notice of start of work, any street closure, or lack of access to a resident driveway 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.

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.

## **6.0 PERFORMANCE SCHEDULE**

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

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

All activity associated with the grinding 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. Contract 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.

## **7.0 PAYMENT**

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**.

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.

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty 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.

Payments shall be made directly from the City of Berkeley Finance Office.

## **8.0 TERMINATION OF CONTRACT**

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.

## **9.0 FORMS TO BE RETURNED WITH BID**

- a. Cover Page
- b. Project Agreement
- c. Proposal Form

- d. Itemized Bid Prices in Chart of Work
- e. Notice to Bidders - Section 3
- f. Total Bid Price Form
- g. Company Information
- h. Affirmative Action Statement
- i. Affirmative Action Questionnaire

# CHART OF WORK

PUBLIC WORKS DEPARTMENT – 8425 AIRPORT RD – BERKELEY MISSOURI 63134-2098

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REMOVE AND REPLACE THE FOLLOWING **CONCRETE RAMP**

LOCATION	MATERIAL TYPE	JOB	SQ. YARDS	PRICE
FH No. 2 - 9265 NBR		57' x 30'		\$
	concrete	section slabs		\$
<b>TOTAL PRICE</b>				\$

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## **RESIDENT LABOR ON PUBLIC WORKS PROJECTS**

The Contractor is advised that, if it is determined by the Missouri Division of Labor Standards that a period of excessive unemployment, as defined below, exists in the state, then this contract is subject to Section 290.290, RSMo. 1993, relating to public works contracts, and the following provisions concerning Missouri resident labor will apply.

### **DEFINITIONS:**

A. Laborers from non-restrictive states - Persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission.

B. Missouri laborer - Any person who has resided in Missouri for at least thirty (30) days and intends to become or remain a Missouri resident.

C. A period of excessive unemployment - Any month immediately following two (2) consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%), as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

D. Public works - Projects defined as “public works” pursuant to Section 290.210, RSMo. [101](#)

The Contractor and its subcontractors shall employ only Missouri laborers and laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. This restriction does not apply to the contractor’s regularly employed non-resident executive, supervisory, or technical personnel. In all contracts involving the expenditure of Federal Aid funds, the requirements of this provision will not be enforced in such manner as to conflict with any Federal statutes or rules and regulations.

Any person who knowingly fails to use Missouri laborers or laborers from nonrestrictive states as required in this provision shall be guilty of an infraction. Each separate case of failure to use Missouri laborers or laborers from non-restrictive states on this project shall constitute a separate offense.

This provision shall be enforced by the Department of Labor and Industrial Relations, which, as represented by the Attorney General, is empowered to sue for injunctive relief against the awarding of any contract or the continuation of any work under any contract at a time when the requirements of this provision are not being met.

## SPECIAL CONDITIONS

### 1. ACCESS TO CONSTRUCTION SITE

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1.1 The Contractor(s) must direct his/her/their traffic so as not to disturb other activities in the area.

1.1.4 Telephone service: General Contractor shall provide a cellular telephone or portable two-way radio for use on site. Contractor shall furnish telephone number to Owner.

1.2 Parking areas for the Contractor's work forces shall be designated by the Owner at the time of the Pre-Construction Meeting and as indicated in the construction plans.

1.3 The Contractor will be required to access the project site only as directed by the Owner and as indicated in construction plans.

1.4 The existing roads shall be open to through traffic and shall not be blocked at any time during construction.

1.5 The Contractor must establish his staging area totally within the designated Project Limits and/or as shown in the construction plans. For a Staging Area proposed outside of these Project Limits, expressed approval by the Owner shall be required prior to any staging area outside of the Project Limits.

1.6 Temporary demolition refuse area and dumpster location will be as directed by the Owner.

### TEMPORARY FACILITIES

2.1 General: Temporary construction or facilities described hereunder shall be furnished, erected, connected, repaired, and maintained by the general contractor, at locations designated by the St. Louis County Department of Parks and Recreation.

#### 2.2 Temporary Water, Electricity and Access:

2.2.1 Water: General contractor shall pay the cost and furnish potable, portable temporary water supply system. If water supply is not conveniently located in immediate vicinity of construction work, Contractor shall proceed with work in a fashion which would provide for means of potable, portable temporary water supply, system, or fire prevention and protection.

2.2.2 Electricity: General Contractor shall furnish his/her own temporary electrical service or generator for electrical services, as required. Expressed approval by the Owner shall be required prior to use of Owner's electric power. Contractor must maintain equipment in a condition acceptable to Owner.

2.2.3 Sanitary Facilities: General Contractor shall provide portable toilets, wash facilities and drinking water fixtures if facilities 103 are not conveniently located in the immediate vicinity of construction work as determined by Owner. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures. Install where facilities will best serve the Project. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used materials. Toilets shall be self-contained, single occupant units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pittype privies will not be permitted. Wash facilities which have potable water shall be provided at convenient locations for personnel involved in handling materials that require wash-up. Dispose of drainage properly. Supply cleaning compounds. Provide containerized, tap-dispenser type bottled drinking water units for personnel. If Owner's sanitary facilities are used, the Contractor must maintain Owner's facilities during the construction period. The Contractor must provide toilet tissue, paper towels, paper cups and similar disposable materials for Contractor's own forces at each facility. Owner's facilities must be kept sanitized and kept clean by the Contractor on a daily basis. Expressed approval by the Owner shall be required prior to use of Owner's sanitary facilities.

## INSPECTIONS

4.1 The Contractor shall arrange for and obtain all inspections as required as a part of those permits, as issued by the regulatory agencies who exercise jurisdiction over the project.

## 5. SURVEYING AND LAYOUT WORK

5.1 The Contractor is responsible to perform all surveying and layout work for all site improvements, if required. This work is described in more detail in Paragraph 3.2.1 on Page 6 of the General Conditions of the Contract for Construction.

## 6. STORAGE OF MATERIALS AND PROJECT LIMIT LINES

6.1 Storage of materials for this project shall be consistent with the provisions of Paragraphs 1.1-1.6 above and as indicated in the Construction documents.

## 7. EXPLANATION OF "STREAMLINE FORM" OF SPECIFICATIONS

7.1 These specifications are of the abbreviated or "Streamline" type and include incomplete sentences. Omissions of words or phrases such as "The Contractor shall"; "in conformity with"; "a"; "an"; "the"; "all"; are intentional. Omitted words and phrases shall be supplied by reference in the same manner as they are when a "note" occurs on the drawings. Words "shall be" are inferred with colon (:): is used within sentence or phrase.

7.2 The Contractor shall provide all items, articles, materials, operations, methods, listed, mentioned, or scheduled on the drawings and/or specified herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.

7.3 Reference to known standards of specifications shall mean latest edition of such specifications adopted and published at date of invitation of Bid. Reference to technical society, organization or body is made in specifications in accordance with the following abbreviations:

AIA American Institute of Architects

ACI American Concrete Institute

AWS American Welding Society

AISC American Institute of Steel Construction

ANSI American National Standards Institute

ASHRAE American Society of Heating, Refrigerating  
and Air Conditioning Engineers

ASCE American Society of Civil Engineers

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ASME American Society of Mechanical Engineers

ASTM American Society for Testing and Materials

AWWA American Water Works Association

AASHO American Association of State Highway Officials

FS Federal Specifications

IEEE Institute of Electrical and Electronic Engineers

IES Illuminating Engineering Society

IPCEA Insulated Power Cable Engineers Association

NBFU National Board of Fire Underwriters

NBS National Bureau of Standards

NEC National Electrical Code

NEMA National Electrical Manufacturers' Association

NFPA National Fire Protection Association

SPR Simplified Practice Recommendation

UL Underwriters' Laboratories

## MATERIAL QUANTITIES

8.1 Contractor shall base bid on all quantities of materials and labor required to complete the work on the bid proposal.

8.2 Final payment shall be based upon the Base Bid amount of the contract for the Work specified and adjusted only by Change Order to the Contract consistent with the General Conditions to the Contract.

## 9. DAMAGE TO EXISTING FACILITIES

9.1 Any damage to existing roads, plantings, underground utilities or other construction adjacent to the site shall be repaired or replaced at the discretion of the Owner. This shall be done in accordance with approved standards of the St. Louis County Department of Parks and Recreation at the Contractor's expense.

## ROADS AND STREETS

10.1 Contractor and each subcontractor shall be responsible for keeping all roads, streets, and other pedestrian and vehicular passageways within the area free from dirt, mud, rocks and other debris which may result from work under this Contract.

## ENVIRONMENTAL

14.1 Contractor must notify Owner of any suspect asbestos containing materials and/or lead-based paint materials discovered on site during the process of this project. Any hazardous or special waste discovered must be disposed of properly and in accordance with National, State, and Local laws, regulations and ordinances and as directed by the Owner within this contract.

## 15. SITE RESTORATION

15.1 The Contractor shall provide a finish grade suitable for the seeding required at all disturbed areas. Soils should be loosened in all areas disturbed to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Remove high areas and fill in depressions. Till soil to a homogeneous mixture of fine texture free of lumps and clods.

## TREE PROTECTION

17.1 All trees within the construction limits shown to be protected shall be clearly marked by Owner in the field prior to beginning clearing and construction activities. All other trees and vegetation within the construction limits shall be removed. Care shall be taken to only disturb the trees and vegetation that must be removed to construct the planned improvements. Trees and vegetation to remain shall be protected, fenced off and cared for to prevent damage. Any trees or vegetation shown to be protected that are damaged by the contractor or his subcontractors shall be repaired or replaced by the contractor with new trees and/or plants of the same type and size at no additional cost to Owner. See special provisions for Unauthorized Tree Loss and for method of determining value of loss for unauthorized removal or destruction of trees. The contractor shall hire a registered landscaping contractor to replace or refurbish the plants to requirements established by Owner. All new and protected trees and/or plants within the construction limits shall be guaranteed by the contractor to survive at least one growing season after completion of construction.

## 18. UNAUTHORIZED TREE LOSS

18.1 Unauthorized Tree Loss Value Determination: The Method of determining the value by the Owner shall be based upon a fixed rate of \$100.00 per tree caliper, to the nearest inch, as determined by the Owner, for loss for unauthorized removal or destruction of trees six (6) caliper inches and under. Trees over six (6) caliper inches will be valued as determined by the Owner.