

**Bid Specifications
Fuel Canopy
Berkeley Police Station**



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

Proposals shall be submitted in a sealed envelope clearly marked
"Fuel Canopy - BID # 899" on the outside.

**BID OPENING, February 4, 2020
10:30AM**

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CITY OF BERKELEY
8425 Airport Road
Berkeley, Missouri 63134

NOTICE TO BID

BID NUMBER 899

Notice is hereby given that the City of Berkeley, Missouri, will accept the sealed Proposals for Fuel Canopy” at multiple location in the City of Berkeley, according to the specifications attached to the bid form. Copies of the bid forms may be obtained from the City Clerk’s Office in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134.

STATEMENT OF WORK: The City is seeking a qualified contractor to design-build and install a Fuel Canopy at the Berkeley Police Department, 8340 Frost Avenue, Berkeley MO 63134.

Sealed Proposals will be received at the City Clerk’s in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134, until **February 4, 2020 at 10:30 a.m.**, at which time the Proposals will be publicly opened and read. Proposals must be in sealed envelopes and plainly marked as:

RFP NO. 899 “Fuel Canopy”,

The City reserves the right to reject any or all proposals, waive informalities in the process and accept the proposal deemed to be in the best interest of the City.

Debra M. Irvin, City Manager
E: irvin@ci.berkeley.mo.us

INVITATION TO BID

Proposals are being solicited for a Fuel Canopy Structure at the Berkeley Police Department in accordance with the RFP's scope of work, specifications, terms and conditions. Prospective vendors are advised to read this information carefully prior to submitting a proposal.

Sealed proposals, plainly marked, *Fuel Canopy* on the outside of the envelope and addressed to the City of Berkeley, City Hall, 8425 Airport Road, Berkeley, MO, 63134, will be accepted until **10:30 a.m. on February 4, 2020** at which time and place the Proposals will be publicly opened and read loud.

The work shall consist of: *Design/Build Fuel Canopy to cover a 7,000 gallon above ground fuel tank at Berkeley Police Department.*

There will be a **site meeting** at Police Station at **10:30 a.m. on January 19, 2020**. Bidders are strongly urged to attend this site meeting.

Specifications and bid proposal forms may be obtained at City Hall at the above address or from the City website www.cityofberkeley.us.

Questions may be directed to **Debra Irvin, City Manager**, irvin@ci.berkeley.mo.us

The City of Berkeley reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to re-bid, and to accept any proposal that it may deem to be in the best interest of the City.

Bidder shall be an Equal Employment Opportunity Employer and must have Affirmative Action Statement. These completed forms must be submitted as part of the whole bid packet no later than **10:00 a.m. on February 4, 2020**

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

The City of Berkeley is an Equal Opportunity Employer

Submit one (1) original and three (3) complete copies to:

City of Berkeley
Deanna Jones, City Clerk
8425 Airport Rd
Berkeley MO 63134

BID PROCESS SCHEDULE

CITY OF BERKELEY
8425 AIRPORT RD
BERKELEY, MO. 63134

NOTICE TO BID – RFP NUMBER: 899

Dates

1. Deadline for submittal of Bidder’s request for clarification, modifications or questions regarding the Bid.

January 31, 2020 @ 4:30 p.m.

2. Modifications and/or answers to questions may be posted on the City of Berkeley Website:
<http://www.cityofberkeley.us>

Submittal Deadline for Bid February 4, 2020 @ 10:00 a.m.

Bid Opening: February 4, 2020 @ 10:00 a.m.

PROPOSED TIMELINE FOR PROJECT

Documents Available	January 6, 2020
Site Meeting – 10:00am (Police Department- 8340 Frost)	January 19, 2020
Final Questions to City	January 30, 2020
Final Bids Due – Opening (City Hall)	February 4, 2020
Owner Review of Bids	February 5-11, 2020
City Council First Meeting – Selection of Contractor	February 17, 2020
City Council Second Meeting/Approval	March 2, 2020
Notice to Proceed	March 6, 2020
Selected Contactor shall provide all performance/payment bond	March 10, 2020
Work to begin	Depending on Weather
Expected completion date	Spring/Summer 2020

SCOPE OF WORK

LOCATIONS: POLICE STATION, 8340 FROST AVENUE

The police station was constructed in 2016; a new 7000 dual above ground gas/diesel tank was installed on the property.

The City hopes to get this project completed as soon as possible after notification of award to the successful vendor. Said notification to proceed should take place within two weeks after the due date for receipt of the proposals and review of same. The intent is to have the project 100% complete in time for **spring/summer 2020**.

The project entails providing a design for a 30' x 50' canopy with 2 square columns on 20'-feet centers, based on industry standards, manufacturer's requirements and generally accepted practices for such an installation, and includes all labor, design plans and materials for the following:

- Design and erect 30' x 50' canopy with 2 square columns on 20'-feet centers
- Excavate for (2) canopy piers and trench for electrical conduit – existing underground electric at fuel pump
- Construct columns and welded o-beam frame
- Furnish and install five (5) LED canopy lights with photocell operation
- The roof will be embossed roof decking with gutters and 3' white fascia
- Paint canopy columns white to match the decking and fascia

GENERAL REQUIREMENTS

Building Codes

The city has adopted the 2015 International Code Council (ICC) Codes and the 2014 National Electrical Code (NEC). All design and install work shall be in accordance with the adopted codes

Warranty: In addition to manufacturer's warranty, vendor will provide a minimum three year warranty from date of completion that includes replacement of all parts, and defects in materials or workmanship to include all labor and materials.

Any firm responding to this solicitation shall identify and provide complete background information on the firm itself, as well as on key personnel to be directly involved in this important City project.

All firms must meet the following minimum criteria to be considered responsive. Any firm not meeting these minimum criteria may be considered non-responsive and their proposal may be rejected.

INCIDENTAL WORK

Incidental work items for which separate payment will not be made includes, but is not limited to, the following items:

- a. Clean up, including disposal fees
- b. Signs
- c. Mobilization/Demobilization
- d. Restoration of property

- e. Cooperation with other contractors, abutters and utilities.
- f. Accessories and fasteners or components required to make items complete and functional.

EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the City . If the City determines that extra work is to be performed, a change order will be issued.

CHANGE ORDERS

The City reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents. The contractor will not be paid for any additional work he might claim without an authorized and fully executed change order.

FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the vendor shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

CONTROL OF WORK

1. AUTHORITY OF FLEET SUPERINTENDENT

(a) All work shall be done under supervision of the Building Commissioner and/or the City’s authorized designee and to his/her satisfaction. The city’s designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Fleet Superintendent and/or authorized designee will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Fleet Superintendent and/or authorized designee the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, and fences, all underground structures such as pipes and conduits, within or outside of the immediate project area.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(d) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the City, after 48 hours' notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the final completion is granted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the project is kept in satisfactory conditions at all times.

SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all City streets and public ways. Permits are required from the City of Berkeley, however, fees are waived. Airport Road belongs to Saint Louis County, any boring or work in the right of way, shall require a permit and associated fees.

BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Obstructions shall be illuminated during hours of darkness.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, and/or animals or any other cause due to lack of adequate controlling devices.

SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the City for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first deposit, shall become due or payable if the City so elects, until the Contractor shall satisfy the City that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the City, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first payment.

COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for elsewhere under the contract, when the accepted quantities of work vary from the quantities in the proposal the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract price for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Vendor and subsequent loss of expected reimbursements therefore or from any other cause. Extra work performed will be paid for at the contract price or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Fleet Superintendent and/or authorized designee will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the Fleet Superintendent will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection. If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Fleet Superintendent and/or authorized designee will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Fleet Superintendent and/or authorized designee will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all completed forms, warranties, and certifications, the City will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(b) The Contractor shall file with the City any claim that the Contractor may have regarding the final invoice at the same time the Contractor submits the final invoice. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final invoice.

(c) All prior partial estimates and payments shall be subject to correction in the final invoice and payment.

GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting wherefrom which shall appear within a period of thirty-six (36) months from the date of final acceptance of the work. The City will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the City will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the City from correcting any measurement, estimate, or payment made before or after completion of the work. A waiver on the part of the City of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the City for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth above.

INSTRUCTIONS TO VENDORS

PROPOSAL REQUIREMENTS AND CONDITIONS

1. Special Notice to Vendors

Appended to these instructions is a complete set of proposal and general contract forms. These forms may be detached and executed for the submittal of Proposals. The other documents designated in the proposal form will be considered as part of the proposal, whether attached or not. The vendors must submit a statement of vendor's qualifications in order to be considered.

2. Interpretation of Quantities in Proposal

Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Specifications and Site Work

The vendor is expected to examine carefully the site of the proposed work, scope of work, technical specifications, any special provisions, and contract forms before submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the vendor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the vendor has also investigated and is satisfied with the sources of supply for all materials. Measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the vendors must examine that for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. Familiarity with Laws

The vendor is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the vendor, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by- laws, ordinances and regulations notwithstanding its ignorance thereof. If the vendor shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance or regulation the vendor shall forthwith report it to the City in writing.

5. Preparation of Proposal

a) The vendor shall submit its proposal upon the forms furnished by the City. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the vendor on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the vendor, also with ink.

The vendor's proposal must be signed with ink by the individual; or by one or more officers if a corporation, by one or more members of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown; by a corporation or LLC, the name of the

corporation or LLC and its business address must be shown, together with the name of the state in which it is incorporated.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the City's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the City ;
- If there are unauthorized additions, conditional or altered proposals, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the vendor adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or

7. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for Proposals. Proposals received after the time for receipt of the proposals will **not** be accepted.

8. Withdrawal of Proposals

A vendor will be permitted to withdraw his or her proposal unopened after it has been submitted if the City receives a request for withdrawal in writing prior to the time specified for opening the proposals.

9. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the Request for Proposals. Vendors, their authorized agents, and other interested parties are invited to be present.

10. Disqualification of Vendors

Any or all of the following reasons may be deemed by City in its sole discretion as being sufficient for the disqualification of a vendor and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among vendors;
- Failure to submit all required information requested in the specifications
- Lack of competency or sufficient labor, or of adequate machinery, plant or other equipment, as revealed by the statement of vendor's qualification or as otherwise determined;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the City.

11. Material Guaranty and Samples

Before any contract is awarded, the vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the City may, in its sole discretion, reject the proposal based on the contents of the statement or as a result of the failure of the vendor to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price and any such additional considerations as may be identified in the proposal documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those in written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit prices, the latter shall govern.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified vendor whose proposal complies with all the requirements prescribed. The successful vendor will be notified, in writing, that his proposal has been accepted and that the City will proceed to award the contract.

- a. Responsible and qualified vendor – one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance and whose proposal conforms in all material respects to the Request for Proposals.
- b. The goal is to achieve the “best overall value” for the City , which may include, but not be limited to:
 - i. Price
 - ii. Quality
 - iii. Warranty
 - iv. Availability and scheduled completion time
 - v. References
- c. If other factors are present which would materially affect the contractor's ability to perform contractual responsibilities, including but not limited to poor performance on previous contracts in any City, state or on federal projects, the vendor will be considered not- qualified.

3. Reservation of Rights

The City reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the City, the best interest of the City of Berkeley will be promoted thereby. The City further reserves the right to modify the scope of work in the event that proposals exceed budgeted amounts. The City reserves the right to cancel the award of any contract at any time

4. Execution and Approval of Contract

The successful vendor is required to provide proof of insurance and to execute the contract within 10 days following receipt of the City’s notification of acceptance of the proposal. No contract shall be considered as in effect until it has been fully executed by all parties.

5. Failure to Execute Contract

Failure to execute the contract within 10 days after notification of acceptance of proposal shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible vendor, or the City may exercise its reserved rights including the rejection of all proposals or re-advertisement.

TOTAL PROPOSAL FORM

CITY OF BERKELEY MO

To the City of Berkeley, Missouri herein called the Owner:

The undersigned, as Vendor, herein referred to as singular and masculine declares as follows:

1. All interested in the Proposal as Principals are named herein.
2. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.
4. The vendor has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the vendor has carefully read and examined the Proposal, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The vendor understands that the quantities of work calculated in the Proposal or indicated in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the City . Any such changes will not result in, or be justification for, any penalty or increase in contract prices; and agrees that, if the Proposal is accepted, the vendor will contract with the Owner, as provided in the Contract Documents, this Proposal Form being part of said Contract Documents, and that the vendor will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the vendor will take in full payment therefore the following item prices, to wit:
Include on separate sheets a complete breakdown of all parts and components to be installed, a sketch showing your proposed design, location of heads, valves, pipes, etc. and a proposed project completion schedule with your proposal.

I, the undersigned, propose to Design, furnish and install a complete fuel canopy structure in accordance with this Request for Proposal:

Location	Work	Costs
Berkeley Police Station	Structural	\$
	Electrical	\$
		\$
	Total Bid	\$

Signature

Date

To Vendor: It is the intention of this contract that the cost listed above describes completely and thoroughly the entirety of the work as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item. The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the vendor will accept compensation as stipulated therein.

Date _____

Company Name: _____

_____ Title: _____

Signature: _____

Business Address: _____

City, State, Zip Code: _____

Telephone: _____

Email: _____

The Vendor has received and acknowledged Addenda No. _____ Through _____

All Proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Vendor's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF VENDOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary:

1. Name of Vendor: _____
2. Permanent Main Office Address _____
City: _____ State: _____ Zip: _____
3. Form of Entity: _____
4. When Organized: _____
5. Where Organized: _____
6. How many years have you been engaged in the fuel canopy structures business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you failed within the last seven years to complete any work awarded to you?
_____ (no)_____ (yes). If so, where and why? _____

10. Have you defaulted on a contract within the last seven years? __ (no) __ (yes). If so, where and why? _____

11. Have you ever failed to complete a project in the time allotment according to the Contract Documents? _____ (no) __ (yes). If so, where and why? _____

12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

13. List your major equipment available for this contract. _____

14. List your key personnel such as project superintendent and foremen who will be assigned and available for this contract. _____

15. List any subcontractors whom you would expect to use for this project (unless all work is to be done by your own organization). _____

16. Provide at least five (5) client references, preferably in the public sector, including all contact information. **Reference sheet is attached.**
17. Latest Financial Statements: The City reserves the right to request Vendors' latest Financial Statements. Certified audited statements if available, prepared by an independent certified public accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statement is preferred. Internal statements may be used only if independent statements were not prepared.

Dated this ____ day of _____, 20_____.

Name of Vendor _____

BY _____

TITLE _____

State of _____

County of _____

Comes now, the vendor states that the answers to the foregoing questions and all statements contained therein are true and correct. Sworn to before me this _____ day of _____, 20_____.

I am commissioned as a Notary Public within the County of _____

State of _____ and my commission expires on

_____ 20_____.

Notary Public _____

My Commission expires _____

CONTRACT AGREEMENT

FUEL CANOPY

THIS AGREEMENT made as of the ___ day of _____ in the year **2020**, by and between the City of Berkeley, MO (hereinafter call the Owner) and _____ (Hereinafter called the Contractor), WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II – FLEET SUPERINTENDENT - The City’s Fleet Superintendent shall mean the Owner’s authorized representative, will act as in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will commence and finish in accordance with the schedule submitted with the Bid Proposal and accepted by the Owner.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal, subject to additions and deductions provided for in the Contract Documents.

ARTICLE V - RETAINAGE – To ensure the proper performance of this Contract, the Owner shall retain five percent of the Contract Price until satisfactory completion of the work as specified in the Contract Documents.

ARTICLE VI – CONTRACT DOCUMENTS – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

8.1 This Agreement

8.2 Contractor’s Proposal

8.3 Notice of Award

8.4 Instruction to Vendors

8.5 General Requirements

8.6 Insurance Requirements

8.7 Standard and Technical Specifications

8.8 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VII – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE VIII – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE IX – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations. *The fee for any City of Berkeley permits shall be waived.*

ARTICLE X – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XI – MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and May only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Strafford County Superior Court unless the parties otherwise agree.

CONTRACT: THE EXECUTED CONTRACT DOCUMENTS CONSIST OF THE DOCUMENTS FURNISHED TO EACH BIDDER AND THE CONTRACTOR FOR THIS PROJECT.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in one **(1) original and three (3) copies** on the day and year first above written.

Contractor: _____

City of Berkeley, Missouri

By: _____

By: _____

Title: _____

Title: _____

Street: _____

Street: 8425 Airport Road

City: _____

City: Berkeley, MO 63134

Attest:

Attest:

By: _____

By: _____

Title: _____

Title: _____

CHANGE ORDER FORM

Change Order Number _____ Date of Issuance _____

Owner: **CITY OF BERKELEY**

Contractor: _____

You are directed to make the following changes in the Contract Documents: _____

Purpose of Change Order: _____

Work Attachments: _____

Change in Contract Price _____ Change in Contract Time _____

Original Contract Price: \$ _____

Original Completion Date: _____

Contract Price prior to this Change Order: _____

Contract Time prior to this Change Order: _____

Net Increase this Change Order: \$ _____

Net Increase this Change Order: _____ days

Contract Price with all approved Change Orders: \$ _____

Contract Time with all approved Change Orders: _____ days

APPROVED:

APPROVED:

By _____
City Manager

By _____
Contractor

BID FORM
PROJECT NO. 899

PROPOSAL HAVE: _____ (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY, 8425 AIRPORT RD, BERKELEY, MO 63134

The Bidder, in compliance with our invitation for proposals for the *Fuel Canopy* in the City of Berkeley, and having examined the specifications with related document and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes 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 in the bidding documents.

The above unit price shall include all labor, materials, removal overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 120 (one-hundred) calendar days after the scheduled closing time for receiving proposals.

SIGNATURE

DATE

ADDRESS/CITY/STATE/ZIP

ATTEST

INSURANCE REQUIREMENTS

Contractor and subcontractors shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance.

Certificate of insurance for Worker's Compensation and for liability shall be delivered to Berkeley or kept on file at Berkeley prior to start of contract. Any policy change shall be reported to Berkeley and certificate forwarded to Berkeley. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any Berkeley insurance policy. All copies of proof of insurance will be submitted to Berkeley along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the Berkeley offices.

The following insurance coverage is required:

- Commercial General Liability: Minimum of \$150,000 per person and \$1,000,000 per occurrence.
- Worker's Compensation Insurance: Equal to or at least \$100,000 per employee.
- Automotive Insurance: Minimum of \$100,000/\$300,000 for bodily insurance and \$50,000 for property damage.

PROJECT REFERENCE SHEET

INSTRUCTIONS

1	This reference sheet must be completed in its entirety
2	A reference sheet must be completed type of work (feel free to make many copies as needed)
3	A minimum of five (5) references must be supplied for each type of work completed; three (3) must be structural contractors
4	The same references are permitted for different specialties so as long as the company providing the reference can attest to that specific type of work
5	References must be from work done in the past five (5) years

REFERENCE NO. 1

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

REFERENCE NO. 2

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

REFERENCE NO. 3

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

BIDDER'S COMPANY INFORMATION

**FUEL CANOPY
CITY OF BERKELEY, MISSOURI**

Please print legibly, except where signature is required.

Company Name: _____

Company Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____

Authorized Officer: _____

Signature: _____

Title: _____

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 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.

Signed by _____

Position _____

Email: _____

Telephone: _____

Date: _____

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 is returning this form incomplete:
Yes _____ No _____
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 thank 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 (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.

E-VERIFY

E-Verify is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS). Bidders shall submit Form I-9 or all employees.

WORK AUTHORIZATION AFFIDAVIT

Comes now _____ (Name) as _____ (Title) first being duly sworn, on my oath, affirm _____ (Company Name) is enrolled and will continue to participate in a Federal Work Authorization Program in respect to employees that will work in connection with the contracted services related to _____(Project Description) for the duration of the contract, if awarded, in accordance with RSMo Charter 285.530(2). I also affirm that _____ (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contract services related to the subject project for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that Oise statements made in this filing are subject to the penalties provided under Section 570.040, RSMo).

Signature (Individual with Authority)

Printed Name

Date

Date

I am commissioned as a Notary Public within the County of _____ State of _____ and my commission expires on _____ 20_____.

FORMS TO BE RETURNED WITH BID

- i. Total Proposal Form (pg. 14-15)
- ii. Statement of Vendor's Qualifications (pg. 16-17)
- iii. Contract Agreement (pg. 18-20)
- iv. Change Order Form (pg. 21)
- v. Bid Form (pg. 22)
- vi. Project Reference Sheet (pg. 24)
- vii. Bidder's Company Information (pg. 25)
- viii. Affirmative Action Statement (pg. 26)
- ix. Affirmative Action /Prime Vendor Questionnaire (pg. 27)
- x. Work Authorization Affidavit (pg. 29)