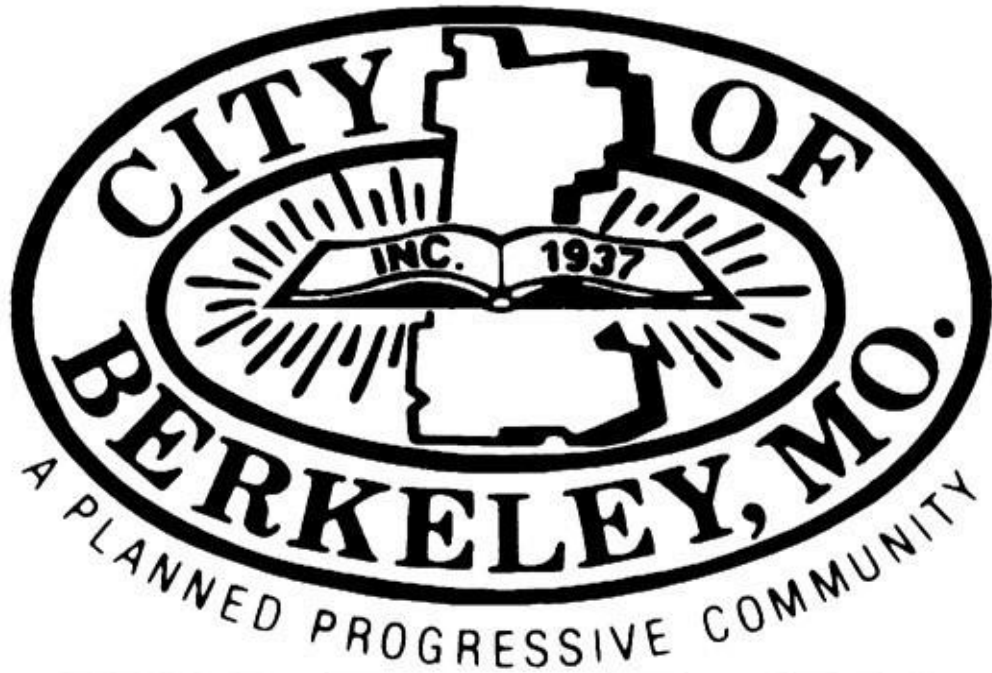


**COMMERICAL FLAT RE-ROOF REPLACEMENT
ETHYLENE PROPYLENE DIENE MONOMER (EPDM)
RUBBER ROOFING**

Civic Center ~ 6120 Madison Ave ~ Berkeley Mo



**City of Berkeley
8425 Airport Road
Berkeley Missouri 63134
314-400-3705**

Bids shall be submitted in a sealed envelope clearly marked
BID NO. 894 "EPDM RUBBER ROOFING AND SIDING" on the outside.

Bid Opening Date, January 22, 2020 at 10:00 AM

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BID NO. 894

INVITATION TO BID

The City of Berkeley, Missouri will accept sealed bids until **January 22, 2020 at 10:00 a.m.** local time, at City Clerk Office, City Hall, 8425 Airport Road, Berkeley, Missouri, for the installation of EPDM Rubber Roofing and vinyl Siding as outlined in bid form.: **(All bidders are required to provide a 10% bid bond in the form of a cashier's check, or surety bond, acceptable to the City.**

Bids will then be publicly opened and read aloud in the City Council Chambers at City Hall, 8425 Airport Road Drive, Berkeley, Missouri. **The award of bid will be February 17, 2020 after receiving approval from City Council. All this work will be completed in 90 days after notice to proceed.**

Specifications and Bid Forms may be obtained in the City Clerk's Office.

Bids shall be submitted on the City Bid Form in a sealed envelope, clearly marked on the outside as:

“EPDM RUBBER ROOFING AND SIDING”

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

BID PROCESS SCHEDULE

Dates

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid. Monday, January 13, 2020 10:00 a.m. Submit in writing to irvin@ci.berkeley.mo.us – in subject line refer to “Civic Center Roofing Job”
2. Addendums will be posted on the City of Berkeley Website: <http://www.cityofberkeley.mo.us> no later than 3:00pm Friday, January 17, 2020
3. Submittal Deadline for Bid: Wednesday, January 22, 2020, 10:00 a.m.
4. Bid Opening: Wednesday, January 22, 2020, 10:00 a.m.
5. If a final Addendum is needed it will be posted on the website by 5:00, p.m. on January 17, 2020

BID NO. 894

BID COVER LETTER

**COMMERICAL FLAT RE-ROOF REPLACEMENT
ETHYLENE PROPYLENE DIENE MONOMER (EPDM)
RUBBER ROOFING
CITY OF BERKELEY, MISSOURI**

To: City of Berkeley Missouri
Deanna Jones, City Clerk
8425 Airport Rd
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 tear off and replacement of roofing and siding material.

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.

Security in the sum of ten (10%) percent is submitted herewith in accordance with the INVITATION FOR BID.

The bidder is prepared to submit a financial and experience statement upon request.

TOTAL BID PRICE: \$ _____

BID NO. 894

COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

Date _____

Company Name: _____

Company Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____

Authorized Officer: _____

Signature: _____

Title: _____

Cell Phone Number _____

SCOPE OF WORK

Project: FLAT ROOF - EPDM RUBBER ROOFING

Building Location: **6120 Madison Ave – Civic Center**

Age of Building: Built in 1956

Scope of Work:

1. The contractor shall insure that the roof surface is clean, free of dust, dirt, rust, oil, grease, and loose material. The roof surface must be dry before starting any work.
2. Remove all existing roofing material down to original wood deck.
3. Replace all saturated insulation at the areas that are leaking into the building.
4. Replace all wood decking where needed that is wet or degraded, with 3/4" (18mm) exterior grade plywood which shall be securely anchored with 3" annular ring shank nails and / or 3" plated wood screws.
5. Install 75 pound base sheet
6. For poor drainage use timber furring pieces fitted to existing joists to give a fall to the new and existing roof deck. Build up area as needed.
7. Install trim that is specifically designed for EPDM Rubber Roof applications.
8. Replace and/or install new flashing and caps
9. Retrofit existing roof drain, with a permanent elastic watertight seal.
10. Tie into all parapet walls, fire walls and siding.
11. Replace all damaged coping tiles and re-install with new material.
12. Remove all asphalt shingles at front of building, replace any damaged wood, insulate and replace vinyl siding. Owner shall select color.
13. All waste material and debris will be removed from site by the Contractor.
14. Bidding contractors are encouraged to visit each building. Contact Building Commissioner for assistance at 314-400-3705

Additional Work at this building:

Remove all asphalt shingles on front of building and install with new vinyl siding. Replace all bad wood and insulate exterior wall

BID NO. 894

SPECIFICATIONS -EPDM RUBBER ROOFING

(SUBMIT THIS FORM WITH BID)

The Contactor shall be a qualified roofing company and an approved installer of *EPDM Rubber Roofing Material* for the work which is to be performed.

The Contractor shall make and inspection of the building and must take into account the condition of the supports, the roof deck, the insulation and the waterproofing. Call Keith White 314-365-3014 for site visit.

The Contractor shall furnish proof of insurance shall be submitted within ten (10) days of “Notice of Award”

Before the contractor shall start any work, the City shall be notified within 24-hours of desired start date.

Permit shall be obtained for record purposes, but fees shall be waived. Inspections Desk, City Hall, 8425 Airport Road, Berkeley MO.

Existing Roofing Materials & Debris: All existing roofing material and debris shall be disposed of in a proper manner at the expense of the Contractor.

After notice to proceed is issued, all work shall be completed within fifteen (15) WORKING DAYS.

Payments shall be lump sum on completion, to be paid, subject to approval of the work by the Building Inspector.

I have read all of the above Specifications for “**COMMERICAL FLAT RE-ROOF - REPLACEMENT EPDM RUBBER ROOFING**” and hereby agree to comply with all of the terms and conditions listed above.

Company License No. (if Any) Date

Owner/Agent (Print Name)

Owner/Agent (Signature)

RE-ROOFING AGREEMENT

THIS AGREEMENT made this _____ day _____ 2020, by and between the City of Berkeley (a municipal corporation organized and existing under the laws of the State of Missouri), hereinafter called the "Owner" and _____ (a corporation, partnership, or LLC) hereinafter called the "Contractor."

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, and services and perform and complete all work required for the **EPDM Rubber Re-roofing installation, remove shingles from front wall and replace with vinyl siding, and any decking and insulation replacement** at the Berkeley Civic Center, 6120 Madison, Berkeley, Missouri; and the removal and haul away of all existing roofing materials, traffic control measures and any and all required supplemental work for completion of the project in accordance with the Contract documents.

The Contractor must contact the City at least five (5) working days prior to start of project so that residents can be notified of project commencement date.

The City of Berkeley will pay the Contractor for the performance of the contract in current funds, for work performed at the prices stipulated on the attached bid for the work completed subject to any additions and deductions mutually agreed upon by both parties of this agreement.

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 **three (3)** original 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: _____

BID NO. 894

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 _____, 2020, enter into a contract with the City of Berkeley for Re-Roofing and Vinyl Siding at Berkeley Civic Center, 6120 Madison.

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. 894

AFFIRMATIVE ACTION STATEMENT

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

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

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

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

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

Signed: _____

Position: _____

Date: _____

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2020)

Affirmative Action/Prime Vendor Questionnaire

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

Affirmative Action Plan

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

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

The City of Berkeley 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 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.

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Insurance

Contractor's and Subcontractor's Insurance

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

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

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

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

- a. CONTRACTOR'S General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract documents, whether such operations be by himself or by an 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 an one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for all property damage sustained by any one person in any one accident; and a limit liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.

- b. The contractor shall acquire and maintain if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit if the CITY, the

Contractor, and Subcontractor, as their interest may appear. This provision shall in no way release the Contractor of Contractor's surety form obligations under the Contract Documents to fully complete the project.

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

5. The contractor shall secure, if applicable, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contractor Price totaled in their bid. The policy shall cover not less than the losses due to fire, explosion, hail, 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 City's Consulting Inspectors, and the City of Berkeley.

BID SHEET

_____ (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY 8425 AIRPORT ROAD, BERKELEY, MO. 63134

The bidder, in compliance with our Invitation to Bid for the "**EPDM RUBBER ROOF AND SIDING**" in the City of Berkeley, and having examined the specifications, documents, and visited 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 below:

	DESCRIPTION	UNIT PRICE
1.	<u>New Roof Decking</u>	\$ _____
2.	<u>New Roof Material</u>	\$ _____
3.	<u>Remove Asphalt Shingles –front of building</u>	\$ _____
4.	<u>Install new vinyl siding – front of building</u>	\$ _____
	<u>Total</u>	\$ _____

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 bids, 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 60 (sixty) calendar days after the scheduled closing time for receiving bids.

SIGNATURE

DATE

ADDRESS

ATTEST

FILE IMAGE

