

**BID #902  
PAVING OF CERTAIN  
ASPHALT STREETS  
BERKELEY MISSOURI**



Bids shall be submitted in a sealed envelope clearly marked,  
**BID # 902 "Mill and Pave Hern Dr"** on the outside.

**Bid Opening on Wednesday, July 15, 2020 at 10:00 a.m.**

## INDEX

<b>Section</b>	<b>Description</b>	<b>Page</b>
1.	Title Page	1
2.	Index	2
3.	Invitation to Bid	3
4.	Notice to Bid	4
5.	Bid Process Schedule	5
6.	Company Information Form	6
7.	Total Bid Price Form	7
8.	Bid Form	8
9.	Bid Proposal Form	9-10
10.	Project Agreement	11
11.	Performance and Payment Bond Form	12-13
12.	Affirmative Action Statement	14
13.	Affirmative Action Questionnaire	15
14.	Federal Work Authorization Affidavit	16
15.	Insurance Requirements	17-18
16.	General Conditions	18-22
17.	Scope of Work	22-24
18.	Exhibit A – Maps	25
19.	Exhibit B – Street Inventory	26
	<b>Additional Attachment:</b>	
	<b>Missouri Annual Wage order # 26 – If exceeds \$75,000</b>	

## INVITATION TO BID

The City of Berkeley, Missouri will accept sealed bids until **July 15, 2020 at 10:00 a.m.** local time, at City Clerk Office, City Hall, 8425 Airport Road, Berkeley, Missouri, for the removal (mill) and replacement of the certain asphalt streets 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 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:

**“Bid 902-MILL AND PAVE HERN DRIVE”**

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

The City of Berkeley is an Equal Opportunity Employer

**CITY OF BERKELEY  
8425 Airport Road Drive  
Berkeley, MO. 63121**

**NOTICE TO BID  
BID # 902**

Notice is hereby given that the City of Berkeley, Missouri, will accept sealed bids for **“MILL AND PAVE HERN DRIVE”**, according to the specifications and bid package requirements. Copies of the bid forms may be obtained from the Finance Office in the Berkeley City, Hall, 8425 Airport Road, Berkeley, MO 63121.

Sealed bids will be received at the Finance Office in the Berkeley City Hall, 8425 Airport Road, Berkeley, MO 63121 until **10:00 a.m. on July 15, 2020**, at which time the bids will be publicly opened and read aloud. Bids must be in sealed envelopes and clearly marked:

**BID #902 “MILL AND PAVE HERN DRIVE”**

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

---

Debra M. Irvin  
City Manager

## **BID PROCESS SCHEDULE**

### Dates

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid. Wednesday, July 1, 2020, 10:00 a.m.
2. Addendums will be posted on the City of Berkeley Website: <http://www.cityofberkeley.mo.us>
3. Submittal Deadline for Bid: **Wednesday, July 15, 2020, 10:00 a.m.**
4. Bid Opening  
**Wednesday, July 15, 2020, 10:00 a.m.**  
If a final Addendum is needed it will be posted on the website by 5:00, p.m. on July 8, 2020

**COMPANY INFORMATION FORM**

**MILL AND PAVE HERN DRIVE  
CITY OF BERKELEY, MISSOURI**

Please print legibly, except where signature is required.

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

# TOTAL BID PRICE FORM

## BID 902 - FOR CERTAIN STREET REPAIRS CITY OF BERKELEY, MISSOURI

Date: \_\_\_\_\_

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

To Whom It May Concern:

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

# BID FORM

Project No: 902

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

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

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

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

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

The BIDDER shall supply 4 (four) copies of the **Bid #902: MILL AND PAVE HERN DRIVE**

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

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of hundred and eighty (180) calendar days after the scheduled closing time for receiving bids. The bid will be awarded after receiving approval from City Council for this project. The work will be completed by no later than **September 30, 2020.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL \_\_\_\_\_

OFFICE PHONE (\_\_\_\_\_) \_\_\_\_\_ CELL (\_\_\_\_\_) \_\_\_\_\_

ATTEST \_\_\_\_\_



# Bid Proposal Form

Proposals have: (HEREIN AFTER CALLED “BIDDER”)

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

The bidder, in compliance with your invitation for the: **Bid #902 “MILL AND PAVE HERN DRIVE”** Having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby propose to furnish all equipment, labor, materials, and supplies, and to complete the project in accordance with the specifications, within the time set forth therein, and at the prices stated below:

<b>N/W CORNER EVANS LANE</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>Quantity</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	N/W CORNER OF Evans @ Hern two (2) sections- 33 x 17 Concrete Slabs	<b>62.34</b>	<b>S.Y.</b>		\$
<b>TOTAL – EVANS LANE</b>					\$

Contractor to strike-thru listed quantity and insert proper numbers for successful project.

<b>HERN DRIVE – HALF SIDE OF STREET</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>Quantity</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	1 ½” Type C- Bituminous Asphalt Wearing Surface (Leveling Course)	<b>250</b>	<b>S.Y.</b>		\$
2.	2” Type “X” Bituminous Asphalt Wearing Surface (Overlay)	<b>2925</b>	<b>S.Y.</b>		\$
3.	2” Milling of Existing Asphalt base Court	<b>2925</b>	<b>S.Y.</b>		\$
4.	Petro-Mat (placed in accordance with manufacturing’s specifications, including the required tack coat)	<b>3073</b>	<b>S.Y.</b>		\$
5.	Install asphalt curb	<b>2345</b>	<b>L.F.</b>		\$
6.	Driveway Approach -1	<b>37.34</b>	<b>S.Y.</b>		\$
7.	Driveway Approach -1	<b>168</b>	<b>S.Y.</b>		\$
8.	Driveway Approach -1	<b>115.60</b>	<b>S.Y.</b>		\$
<b>TOTAL – HERN DRIVE</b>					\$

<b>TOTAL PROJECT COSTS- Evans and Hern Drive</b>	\$
--	----

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

The bidder shall supply 4 (four) copies of the **Bid # 902 “MILL AND PAVE HERN DRIVE”** for our review and decision.

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

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

\_\_\_\_\_  
(Signature) Printed Name

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Company's Website

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

\_\_\_\_\_  
Date

## PROJECT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 #902 - "MILLE AND PAVE HERN DR"** and any and all required supplemental work for completion of the project in accordance with the Plans, Specifications, and all Contract documents.

**The total project costs \$ \_\_\_\_\_**

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

Payments will be made within 60 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.

**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. 902**

**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 Mill and Pave of Certain Asphalt Streets.

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

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

**AS APPLICABLE:**

**AN INDIVIDUAL**

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

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

**A PARTNERSHIP**

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

**CORPORATION**

Firm Name: \_\_\_\_\_

Signature of President: \_\_\_\_\_

**SURETY**

Surety Name: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address of Attorney-in-Fact: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone Number of Attorney-in-Fact: \_\_\_\_\_

Signature of Attorney-in-Fact: \_\_\_\_\_

NOTE: Surety shall attach Power of Attorney

**BID NO. 902**

**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.**

## **BID NO. 902**

### **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.



## **BID NO. 902**

### **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 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 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.

## **GENERAL CONDITIONS**

### Definitions:

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

1. In case of any discrepancy between the General Conditions and the Special Provisions, the General Conditions shall govern.
2. Bidders must use the bid form(s) provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give total price quote, and sign the bid. Identify your bid on the envelope by listing the item bid, the number if appropriate, and the date of opening. If you do not care to bid, please return any plans, specifications, and bid sheet(s) and note your reason.
3. Furnish specifications, descriptive literature, and diagrams whenever appropriate.
4. Whenever products or materials of any particular producer or manufacturers are mentioned in our specification, such products or materials mentioned are intended to be descriptive of type of type or quality and not restrictive to those items mentioned.
5. Vendor supplying materials directly to the City should not include Federal Excise Tax or Sales Tax and/or Use Tax in bid prices, as the City is exempt from these Taxes by law. In the case of bids submitted by contractors to the City, all Federal Excise Tax or Sales Tax and Use Tax on the materials purchased by the sub-contractor are the sole responsibility of the contractor and the City's tax exemption will not apply to these purchases.

This activity is funded in whole or in part with Road and Bridges Funds. All applicable federal regulations shall be in full force and effect.

6. The time of delivery or work starting dates should be listed on the bid form, as these dates may be taken into consideration in making the award.
7. The City of Berkeley reserves the right to cancel all or part of bids if delivery is not made or work is not started as guaranteed. In case of delay the vendor or contractor must notify the Purchasing Agent, who may grant additional time for delivery when the buyer is at fault or if she is satisfied that the delivery, is beyond the control of the vendor. Such grant must be in writing and made part of the bid. Failure to deliver as guaranteed may disqualify bidder for future bidding, and an alternate supplier could be used.
8. Inspection of delivery will be made at the delivery point, unless otherwise specified. Materials must be properly packaged. Damaged materials will not be accepted. Rejected materials will be returned to the vendor at the vendor's risk and expense.
9. All Tables, Contract Documents, and Reports of Data submitted by Contractor to City of Berkeley under the terms and conditions of the Contract shall be and remain the sole property of City of Berkeley. Any and all quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract are estimates only. Contractor is responsible to verify all quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract. The Contractor certifies that the Owner and City cannot and will not be held responsible for variations in the above items.
10. Contractor shall secure, at their own expense, all personnel, materials, equipment, labor, and whatever else is required to perform all services under the terms and conditions of this Contract.
11. Contractor shall obtain the prior written approval of City of Berkeley if any subcontractors employed by Contractor are to perform work and services under the terms and conditions of the Contract. All contracts entered into between Contractor and subcontractors for material or labor shall bind subcontractor to Contractor and City of Berkeley in the same manner and to be the same extent as Contractor is bound to City of Berkeley by virtue of this Contract, where such is possible and reasonable. No subcontract shall, under any circumstances, relieve the Contractor of his liabilities and obligations under his Contract and all transactions with City of Berkeley must be through Contractor. Subcontractors will be recognized only in the capacity of workmen and shall be subject to the same requirements as to character and competence.
12. OWNER or its authorized representative shall have general supervisory power over all work to be done under this Contract and shall have sole and final determination over all questions or disputes of any nature arising out of or related to this Contract.
13. Contractor shall not, without the prior written consent of the City of Berkeley assign, transfer, or otherwise dispose of this Contract nor any claim thereunder, nor any interest therein, nor any monies due or to become due thereunder.
14. Contractor shall indemnify and hold harmless the City of Berkeley, its officers, agents and employees from any and all complaints or suits made or brought for injury to persons or property caused by Contractor, its agents, employees or independent contractor in the performance of work and services under this Contract.

15. The City Manager may terminate the whole or any part of this Contract if Contractor fails to perform any term or conditions of this Contract or fails to prosecute the work so as to endanger the timely performance of the Contract, either determination to be made solely by the City Manager. Upon the making of either determination, the City Manager shall notify Contractor in writing of such determinations and shall give Contractor ten (10) days to perform or correct the failing. Contractor shall be deemed to have defaulted in its Contract if it fails to perform or correct the failing within the ten (10) day period. City of Berkeley may thereupon procure, upon such terms and conditions and in such manner as it deems appropriate, work and services similar to the work and services so terminated. In such an event, Contractor shall be liable and shall pay City of Berkeley, from time to time, upon demand, all monthly costs expended by Contractor which are in excess of the monthly costs which would have been paid to Contractor if Contractor's performance was to have continue under this Contract for the Contract term.
16. Owner may terminate the whole or any part of this Contract without cost to Owner or to Contractor in cases where acts of God, fire, flood, tornadoes, earthquakes or other natural causes, enemy attacks, sabotage or other hostile actions, riots or civil disorders, strikes, or any other condition(s) beyond the control of Owner render the services of Contractor impossible or unreasonably difficult to perform, either determination to be made solely by the City Manager.
17. The rights and remedies of Owner provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and as provided by Contractor's faithful Performance bond.
18. During the performance of the Contract, Contractor agrees as follow: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. Contractor shall take affirmative action to make sure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.  
  
In the event of Contractor's non-compliance with the provisions of this clause, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further City of Berkeley contracts. The rights and remedies of the Owner provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or provided by law.
19. Contractor shall furnish top quality equipment, tools and supplies for the performance of this contract.
20. Contractor and its employees or agents, shall at no time, for any reason whatsoever permit or cause any obstruction to the movement of authorized persons with entering, or exiting adjacent right-of-way(s), or infringe upon areas of the property/properties or other property owners not within the designated work zone without prior written approval from the Owner or the Owner's designated representative.

21. Contractor shall make no alterations or changes in the premises, nor shall it add any utility services, nor shall it install or cause to be installed any sign on the premises without the written approval of the City Manager.
22. Any damage to the premises caused by any act or omission of the Contractor, its employees or agents shall be repaired as soon as possible. The Owner reserves the right to allow the Contractor to do the repairs, or the Owner will have the repairs completed and bill the contractor for all costs incurred.
23. Contractor will not permit any action on the premises that has an adverse effect or interferes with the proper functioning of any mechanical, electrical or drainage system, sanitary sewer system or any facility provided for the protection of the public, unless specifically allowed as part of the Plans and/or Specifications or approved in writing by the City Manager.
24. Contractor shall be responsible for careless workmanship. If a task is not performed so as to produce the specified, standard result, it shall be re-done at the Contractor's expense. Rework shall be performed as an "extra" and shall not interfere with nor detract from the performance of regular, scheduled work.
25. There is no pre-bid meeting; bidders are encouraged to make site visits to all locations.
26. Any Addenda(s) necessary in response to questions arising at the meeting. The Addenda(s) will then be transmitted to all prospective Bidders of record by the Purchasing & Contracting Officer. Oral comments, statements, explanations or commitments by whosoever made shall not be relied upon and will not be binding or legally effective.
27. The bid form is included with the bidding documents. All blanks on the bid form shall be completed and signed in ink. Erasures or alterations shall be initialed in ink by the person signing the bid form. Parking lots are to be priced separately as noted on the bid form.
28. Stripping of the lots is to be listed separately as well.
29. In evaluating bids, the County will consider whether or not the bids comply with the prescribed requirements and other data, as may be requested in the bid. A responsive Bidder is a Bidder who accurately and completely delivers to the County the required documentation and certifications outline herein. Sampson County will consider the qualifications of Bidders and may conduct investigations as deemed necessary to establish the responsibility and qualifications of Bidders.  
Paving project must be completed within 90 days of signing the contract.
30. Holidays: No services shall be performed on the following days:
  - New Year's Day Dr.
  - Martin Luther King Day
  - Memorial Day 4th of July
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day (Thursday and Friday)
  - Christmas Eve
  - Christmas Day

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

## **SCOPE OF WORK**

### **1.00 GENERAL**

1.01 The purpose of this contract is to mill and replace damaged pavement on Hern Drive, and a Concrete portion of Evans Lane, Berkeley, Missouri. The precise locations are provided by maps (**Exhibit A**) in this bid. Contractors are free to tour the streets before submitting the bid.

1.02 All intersecting streets shall be glued and sand-sealed.

1.03 Street shall be crowned at intersecting streets causing water to flow to existing MSD inlets.

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

1.05 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.

1.06 A minimum of three (3) days prior to work commencing, the Contractor shall provide written notification of the asphalt 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. The Contractor shall send letters, or the contractor can hand deliver those letters to affected homeowners on Hern Drive.

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

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

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

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

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

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

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

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

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

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

## **2.00 REMOVAL**

2.00 Removal (Mill) 2-3” of existing asphalt pavement and replace with TYPE-Commercial-C HMA along Evans and Hern Drive

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

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

## **3.00 TRAFFIC CONTROL**

3.01 The Contractor shall schedule work to minimize hazards and delay; and shall make every effort possible to promote safety. Adequate means shall be provided to protect the surface from damage by traffic until such time that the mixture set. Detouring of traffic for this work will be permitted. The reference standard for signage shall be the Manual of Uniform Traffic Control Devices.

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

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

## **4.00 PERFORMANCE SCHEDULE**

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

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

4.03 All activity associated with the construction operation shall be performed during City approved working hours of 7:00 a.m. to 5:00 p.m. (during daylight hours). The Contractor may work Monday thru Friday, excluding holidays. 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.

## **5.00 PAYMENT**

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

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

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

## **6.00 TERMINATION OF CONTRACT**

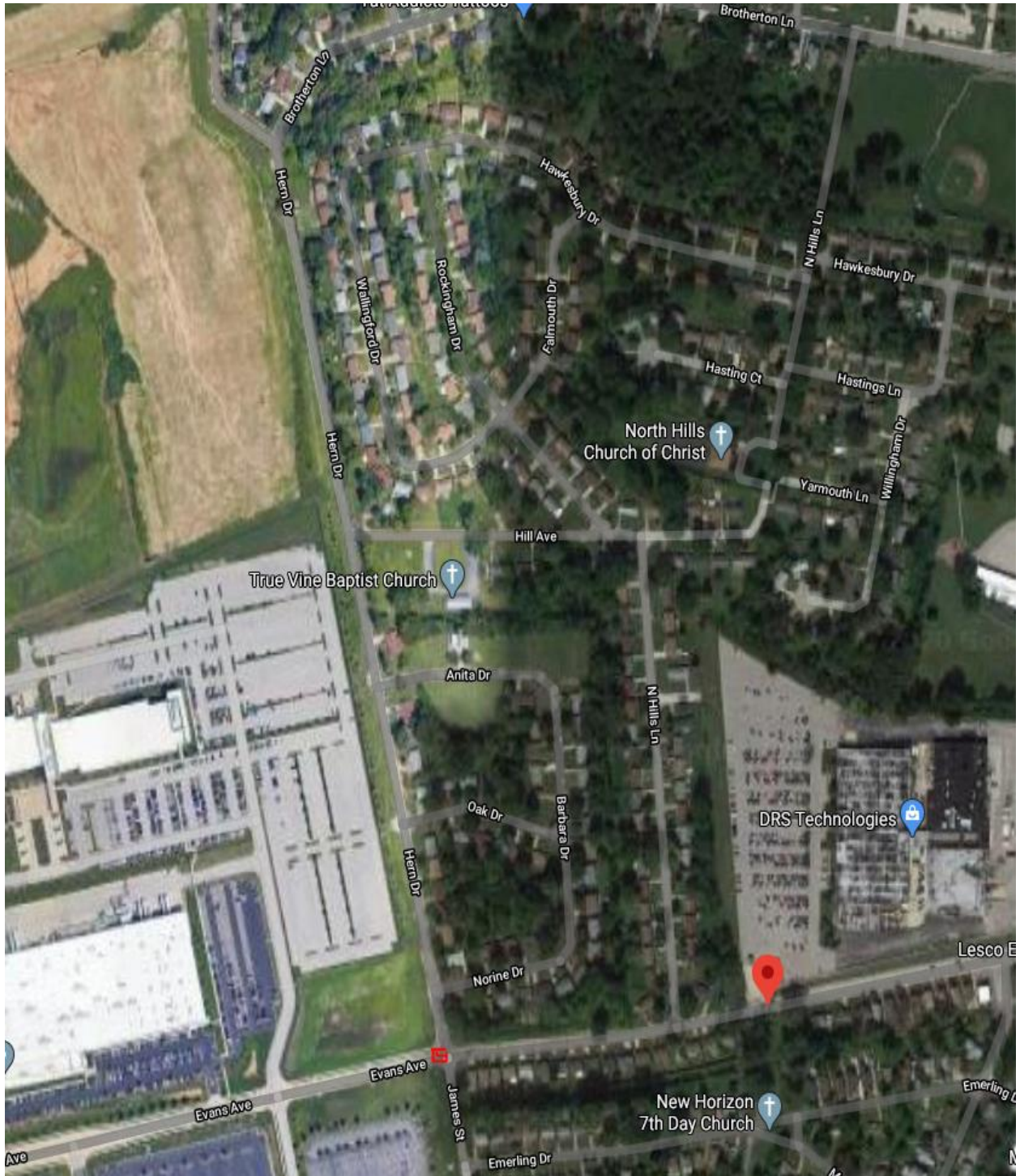
6.01 This Contract may be terminated at any time for the convenience of the City. Upon written notice by the City to the contractor, the Contract will be terminated immediately. City agrees to pay the contractor for all work completed through the termination date.

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

	<b>Page</b>
a. Invitation to Bid	3
b. Company Information Form	6
c. Total Bid Price Form	7
d. Bid Form	8
e. Bid Proposals Form	9-10
f. Project Agreement	11
g. Performance and Payment Bond Form	12-13
h. Affirmative Action Statement	14
i. Affirmative Action/Prime Vendor Questionnaire	15



**EXHIBIT A – MAPS**



This activity is funded in whole or in part with Road and Bridges Funds. All applicable federal regulations shall be in full force and effect.

# EXHIBIT B – STREET INVENTORY

## City of Berkeley (Street Inventory)

Street: **HERN DR**

**Street ID:** 14268  
**Pavement Classification:** AAC Overlay (ACC Over ACC)  
**Functional Classification:** Urban Collector  
**Surface Type:** Asphalt  
**Pavement Width:** 24.00 ft  
**Length:** 1,172.24 ft  
**Pavement Area:** 28,133.67 ft<sup>2</sup>  
**Inspection Date:** 1/23/2009  
**Inspected By:** Weis Design Group

**District:** Ward 4  
**Overall Condition Index:** 85.00  
**Overall Condition Rating:** Excellent  
Immediate Repair  
Needs Curbing



**Total Curb Replacement (L.F.)**  
2345

**Square Footage of Slab Replacement**

**Total Skin Patching (S.F.)**

---

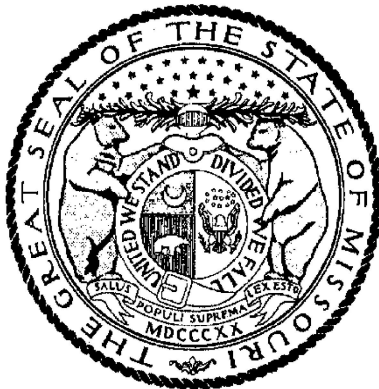
**Total For HERN DR**  
Thursday, February 12, 2009

65 of 141

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 26

Section 100  
**ST. LOUIS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$62.18
Boilermaker		\$34.43*
Bricklayer		\$57.54
Carpenter		\$55.75
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$51.54
Plasterer		
Communications Technician		\$53.72
Electrician (Inside Wireman)		\$63.21
Electrician Outside Lineman		\$68.18
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$34.43*
Glazier		\$61.38
Ironworker		\$59.87
Laborer		\$47.32
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$48.70
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$59.71
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$48.50
Plumber		\$68.44
Pipe Fitter		
Roofer		\$50.87
Sheet Metal Worker		\$65.87
Sprinkler Fitter		\$68.56
Truck Driver		\$34.43*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$56.25
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$63.17
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
<b>Laborer</b>		<b>\$47.89</b>
General Laborer		
Skilled Laborer		
<b>Operating Engineer</b>		<b>\$60.56</b>
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$42.64
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.