



REQUEST FOR QUALIFICATIONS – Continuing Contract for Roadbase, Asphalt, Curb, Gutter and Miscellaneous Road Repairs and Repaving

PROPOSAL NUMBER: RFQ NO 919 | ISSUE DATE: December 14, 2022

The City of Berkeley, Missouri seeks professional services qualifications for a continuing contract for roadbase, asphalt, curb, gutter, and miscellaneous road repairs and repaving. All proposals must be sealed and received no later than **12:00 pm on Friday, February 10, 2023**.

No late proposals will be accepted.

Send proposals to:

City of Berkeley
Attn: City Manager
Reference Proposal No. 919
8425 Airport Rd
Berkeley, MO 63134

Introduction

The City of Berkeley is seeking qualified firms to provide Miscellaneous Road Repairs and Repaving throughout the City. This will be a Guaranteed Maximum Price Contract for on-demand contract work, not to exceed **\$4,000,000**.

The cost of the work shall include all fees, material, fixed equipment, labor, and services necessary, including any design and engineering, to produce the construction required by the Contract.

The General Contractor will be responsible for establishing a professional team and responding to this RFQ. The team should consist of professionals (licensed where required) in the areas of road repair and construction along with various subcontractors.

Proposals provided in response to this RFQ that comply with the submittal requirements will be evaluated in accordance with the criteria and procedures described herein. Based on the results of the evaluation, the City will award the project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFQ.

Background

Like many municipalities, the City of Berkeley has historically been unable to sufficiently fund its needed infrastructure improvements. However, due the recent influx of money from the Federal Government and amassed revenues in our County Road and Bridge Fund, we are able to commit to a large-scale repair and improvement program on our City streets. This will, in large part, consist of milling and topping of current roads, but in some cases will consist of concrete slab repair work.

The City Council will be giving staff directives on which roads to repair and in what order, and we will group those projects into several contracts, up to \$2 million of work. We recognize there may be change orders. We intend for this to be a long-term relationship, likely taking more than one calendar year to take down the full amount of allocated funds.

Selection Process

Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements. Proposals deemed non-responsive will be rejected from further review. Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFQ. The City will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria.

The City may conduct a Best and Final Offer (“BAFO) process and each Offeror determined to be susceptible of being selected will be given the same opportunity to participate in the discussions, negotiations, and revisions of the proposals for the purposes of obtaining the BAFO. The City may also conduct oral presentations/interviews.

City staff will evaluate all proposals. It is possible that interviews will be performed with a select number of contractors prior to formulations of a bid award recommendation to the City Council. Evaluation of the proposals shall be based upon, but not limited to, the factors listed below, not necessarily in the order of their importance:

- Experience, qualifications, and general abilities of the applicant
- Quality of the overall project approach
- Cost proposal
- Specified warranties and other after-service provisions
- Bonding capacity, insurance coverage, and other legal matters
- Quality of references, prior business experience with the contractor, or reputation of contractor with other local municipalities/clients
- Responsiveness to items as set forth in this RFQ

The City will make an award to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors set forth in this RFQ.

Pre-Proposal Meeting

The City will hold a Pre-Proposal Meeting via Zoom on Friday, January 20, 2023 at 11:00 am to answer any additional questions. The link will be posted on the City website by Monday January 16 at www.Cityofberkeley.us and sent via email to all interested parties

Contact Person and Inquiries

Any questions or suggestions regarding this RFQ must be submitted in writing by Friday, January 27 at 5:00 pm to the City Manager, Nathan Mai-Lombardo by email at: nathan@ci.berkeley.mo.us. Any response made by the City will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative. Responses to the questions will be posted on the City's website: www.cityofberkeley.us will be posted within one week of the questions deadline.

Special Instructions

Parties interested in acquiring this contract with the City of Berkeley shall submit one (1) original and four (4) copies of the proposal package to meet the requirements below:

1. All bids must be labeled “**City of Berkeley – Road Repairs and Repaving Services**”
2. Proposer must be properly licensed and secure necessary permits wherever applicable.
3. Bids must include an estimated cost per square foot of:
 - i. Milling and resurfacing (Mill 3” of Existing Asphalt, Replace 3” Type “C” Bituminous Asphalt (Overlay))
 - ii. Slab replacement (Concrete 5000 psi PCCP 9” thick).
4. Preservation of Rights: The owner reserves the right to reject any and/or all proposals/bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the proposal/bid, which in the judgment of the Owner, is in their best interest.
5. The City of Berkeley is the sole determiner of a qualified professional services firm and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
6. Provide a minimum of 3 references of similar projects to include Company name, contact person, address, phone number, e-mail and project cost. Forms to be submitted are on Exhibit D attached at the end of this document.
7. Termination of Contract: The City of Berkeley may, at any time they deem necessary, terminate this agreement with thirty (30) calendar days written notice.
8. Freight Terms: Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
9. Discounts: Any discounts allowed prompt payment, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

Instructions to Offerors

Construction Team must have a minimum of 5 years' experience in road repaving, construction, or concrete work. Submit qualifications and references, including job experience, certifications, licenses, and professional references.

All work proposed by qualified contractor must be complete to the City, meet all State of Missouri and Federal laws, codes and regulations and meet or exceed industry standards. Submit examples of similar work including drawings, specifications, and photos of projects completed.

The proposal must include a written strategy that clearly defines how the team will go about completing the project. This strategy must include detailed information for:

- Project management, assignments, and responsibilities
- Project design process, including review stages by City Staff and Consultant
- Cost estimating procedures and value engineering opportunities
- Construction process, including sub coordination and procedures
- Procedures for drawings, submittals, and design changes should they be needed
- Construction inspections and quality control procedures
- Project wrap-up procedures and Specified Warranties (1 Year minimum)

Submit a copy of Business License and proof of the company's insurance for Design/Build Team members. Each proposal must also include information regarding the following legal matters:

- Any litigation filed within the past three (3) years
- The current bonding capacity of the General Contractor
- The financial strength of the General Contractor

There is no obligation on the part of the City to award the contract to the lowest Offeror and the City reserves the right to award the contract to the responsible Offerors submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final.

This Project is expected to commence on or around March 6, 2023 and likely take more than one calendar year to complete.

PROJECT SCHEDULE: The proposed project schedule would be as follows (subject to changes):

- | | |
|----------------------|---|
| • RFQ deadline | Friday, February 10, 2023 |
| • City Council award | No earlier than Monday, February 20, 2023 |
| • First road repair | Spring, 2023 |

Project Description

Contracted Team will survey each location needing repair and provide:

- a. Scope of work for each location
- b. Cost of services for each location
- c. Coordinate with the City and include review at critical points, such as conceptual, 50% complete, 90% complete, and Final.
- d. Explain this coordination process clearly in your proposal
- e. Incorporate a process of construction cost estimating and procedures for value engineering.
- f. Explain the estimating and value engineering process clearly in your proposal
- g. Receive approval of selected equipment and finishes as part of the design process

The City reserves the right to amend, alter, or delete the above list of services in order to deliver a project within acceptable budget parameters. The successful contractor will be required to work closely with City staff and Consultant to control costs and potentially value engineer certain components of this project.

Terms and Conditions

Contracts – The successful contractor shall enter into a binding contract with the City. Any reference to mandatory arbitration or mediation shall be deleted. Final contract documents must be approved to the satisfaction of the City. All contract documents shall be executed and returned to the City with fifteen (15) calendar days after receipt of Notice of Award (NOA).

Securities – The successful contractor shall furnish, within fifteen (15) calendar days after receipt of NOA, a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price. The bonds shall be issued by a surety company licensed and authorized to conduct business in the State of Georgia. Bonds shall clearly refer to this invitation by title and shall show the City as holder.

Insurance Requirements – The selected *firm* agrees to provide Liability Insurance containing contractual Indemnification Coverage in the amount of two million dollars (\$2,000,000.00), The firm shall include the following on the Certificate of Insurance as Additional Insured:

The City of Berkeley
8425 Airport Rd
Berkeley, MO 63134

Reserved Rights – The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the City. The City reserves the right to award the order to the most responsible contractor submitting a proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Additionally, The City reserves the right to make such investigation or to request clarifications, as it deems necessary, to determine the ability of any contractor to complete the delivery of the order.

Cost of Proposal – This RFQ is not to be construed as a contract or as a commitment of any kind; nor does it commit the City to pay for any cost incurred in the submission of a response or for any cost incurred prior to the execution of a formal contract.

Submission Requirements - Submission of qualifications shall include, but not be limited to:

- a. A brief profile of the firm's history, principals, staff and facilities;
- b. A statement that neither the firm nor any of its principals or licensed staff has ever been disbarred, suspended or otherwise prohibited from professional practice;
- c. A statement on the firm's ability to provide the professional services listed above. Evidence shall be submitted in the form of project profiles and recently completed relevant project concepts and layouts of similar scope. Descriptions of previous projects must identify the firm's principal and staff who were primarily assigned to such projects along with owner representative and contact numbers;
- d. The firm shall identify the professional(s) to be primarily assigned to this project (including resume and history of projects) and note the approximate percentage of time each listed principal or key staff member will be committed for direct participation;
- e. Firms are required to identify any relevant sub-consultants they propose to engage for this project and describe previous experience of working together;

- f. Firms shall include a section in their submission that articulates their understanding of the nature of the project and site;
- g. The firm is required submit at least three (3) references on the forms provided;
- h. Firms are required to submit their Cost Proposal as in the format contained within this RFQ document in a separate sealed envelope;
- i. Any special conditions that the firm intends to propose should be disclosed in their response to this RFQ.

Hold Harmless Statement – The following statement must be included in the accepted contract – *The firm (your name)* agrees to hold harmless, indemnify and defend the City of Berkeley, the Parks & Recreation Department their officers, commissioners, employees, successors and assigns from and against any and all losses, costs, judgments, suits, liabilities, claims, demands and expenses (including reasonable attorney fees) incurred by any one or more of said indemnities and arising out of or connected with any personal injury, property damage or death resulting from the performance or malperformance.

Reference Submittal Form

REFERENCES

Reference No. 1 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Project Cost: _____

Reference No. 2 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Project Cost: _____

Reference No. 3 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Project Cost: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

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 _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.45
Boilermaker	\$39.32*
Bricklayer	\$60.54
Carpenter	\$58.58
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.43
Plasterer	
Communications Technician	\$59.45
Electrician (Inside Wireman)	\$71.06
Electrician Outside Lineman	\$68.45
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$91.46
Glazier	\$65.02
Ironworker	\$65.54
Laborer	\$51.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$49.84
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.26
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.45
Plumber	\$73.66
Pipe Fitter	
Roofer	\$54.64
Sheet Metal Worker	\$69.85
Sprinkler Fitter	\$76.83
Truck Driver	\$39.32*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
ST. LOUIS County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.73
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$68.45
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.58
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.22
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.97
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 fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

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.