

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SPENCER CONTRACTING AND E. MEIER CONTRACTING FOR ROAD REPAIR WORK ACCORDING TO RFQ #919

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Manager is hereby authorized to enter into and execute agreements with Spencer Contracting for concrete slab replacement work and E. Meier Contracting for asphalt overlay and repaving work in accordance to RFQ #919.
- Section 2.** The agreements will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its passage.

1st Reading this _____ day of _____ 2023
2nd Reading this _____ day of _____ 2023
3rd Reading, PASSED and APPROVED, this _____ **day of** _____ **2023**

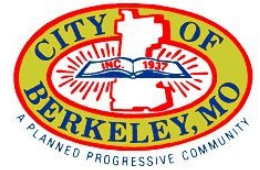
Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:			
Councilwoman Verges	Aye	Nay	Absent
Councilwoman Williams	Aye	Nay	Absent
Councilman Hoskins	Aye	Nay	Absent
Councilwoman Anthony	Aye	Nay	Absent
Councilman Hindeleh	Aye	Nay	Absent
Councilwoman-at-Large Crawford-Graham	Aye	Nay	Absent
Mayor Deinbo	Aye	Nay	Absent



MEMORANDUM

TO: Mayor Deinbo and Members of Council

FROM: Nathan Mai-Lombardo, City Manager

CC: Deanna Jones, City Clerk, Donnell Smith, City Attorney, and Keith White, Street Superintendent

DATE: March 6, 2023

RE: Selection of Contractor for Road Repair Work

As we know, the City recently posted an RFQ for road repair and repaving. I am pleased to inform the Council that we received three bids from highly qualified companies. They are all attached for your reference. They are summarized as follows:

- Byrne and Jones Construction: Asphalt Overlay \$4.75/sf, Concrete Slab Replacement \$35.00/sf
- Spencer Contracting: Asphalt Overlay \$2.41/sf, Concrete Slab Replacement \$10.94/sf
- E. Meier Contracting: Asphalt Overlay \$2.50/sf, Concrete Slab Replacement \$18.00/sf

Given the cost proposals, past experiences, and qualifications, I am recommending the following be awarded:

- Spencer Contracting for the concrete slab replacement work
- E. Meier Contracting for the asphalt overlay and repaving work

I am proposing that these contracts be awarded for the length of this calendar year (2023), with renewal possible for 2024 as needed. A total dollar amount is not needed on the contracts, because specific projects and costs were intentionally not listed on the RFQ. We intend to spend no more than \$4 million dollars, with the money coming from the below sources:

- County Road and Bridge Fund reserves: \$900,000+
- CDBG Funds: \$50,000
- ARPA Funds: \$738,480 in remaining road money
- Remaining projects will be paid from General Fund reserves and additional future Road and Bridge Funds (FY23/24) as needed.

Please let me know any additional questions you might have.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan", written in a cursive style.

Nathan Mai-Lombardo
City Manager



Byrne & Jones CONSTRUCTION

(314) 567-7997 OFFICE
(314) 567-1828 FAX
www.byrneandjones.com

13940 St. Charles Rock Road
Saint Louis, Missouri 63044

Cost proposal:

- Milling and resurfacing (Mill 3" of Existing Asphalt, Replace 3" Type "C" Bituminous Asphalt (Overlay))
 - \$4.75/SF *Based on individual project area(s) of 4,500 SF.
- Slab replacement (Concrete 5000 psi PCCP 9" thick).
 - \$35.00/SF *Based on individual project area(s) of 225 SF.

Specified warranties and other after-service provisions:

- Standard One Year Warranty, see standard letter attached.

Bonding capacity, insurance coverage, and other legal matters:

- Bonding Capacity: Marsh & McLennan 2023 Bonding Letter attached
 - *"Due to Byrne & Jones Enterprises, Inc.'s reputation, technical expertise, financial strength, quality equipment and experienced labor force, Marsh McLennan Agency is prepared to consider performance and payment bonds for single jobs in the \$75,000,000 range with an aggregate work program of \$150,000,000." – excerpt from bonding letter attached*
- Insurance Coverage: Certificate of Insurance attached.
- State of Missouri: Certificate of Good Standing

Quality of references, prior business experience with the contractor, or reputation of contractor with other local municipalities/clients:

- Comprehensive references & prior business experience list attached.

E. Meier Contracting, Inc.

860 Westwood Industrial Park Dr
Weldon Spring, MO 63304
estimators@emeier.com



E. MEIER CONTRACTING
CONCRETE & ASPHALT

Prepared For:
City of Berkeley
8425 Airport Rd
Berkeley, MO 63134

Attention:
City Manager

Project Address:
City of Berkeley - 2023 Road Repairs and
Repaving Package (RFQ NO 919)
8425 Airport Rd
Berkeley, MO 63134

3" MILLING AND RESURFACING - \$2.50 / SF
9" CONCRETE SLAB REPLACEMENT - \$18.00 / SF

Notes:

- *Mobilization, traffic control, striping, and landscape restoration are not included in pricing. These items will all be calculated at the individual project level.*
- *Engineering, surveying, permits and testing will be addressed on an as needed basis and are not included in pricing.*
- *Asphalt pricing will follow the MoDOT Asphalt Price Index at the time of construction.*

The above unit prices does not include sales tax for materials that will be incorporated into the project. We have assumed that the City of Berkeley will issue a tax exempt certificate prior to construction. Please Reference Item 4 under the Special Conditions section of this RFQ.



3073 Arnold Tenbrook Rd, Arnold MO 63010

314-843-5166 – PHONE

314-843-6106 – FAX

Proposal Submitted to: City of Berkeley

Date: 02/10/2023

**Job: City of Berkeley Road Repairs and
Repaving Services**

PROPOSAL

We hereby submit specifications and estimate for: The REQUEST FOR QUALIFICATIONS – Continuing Contract for Road base, Asphalt, Curb, Gutter and Miscellaneous Road Repairs and Repaving.

INCLUSIONS

- Milling and paving 3” of existing asphalt streets @ \$2.41 per SF.
- 9” Concrete Street Slab Replacement @ \$10.94 per SF.
- 7” Concrete Street Slab Replacement or base repair @ \$9.41 per SF.
- Milling and Paving 2” of existing asphalt streets.
- Concrete Curb and Gutter Replacement @ \$54.49 per LF.
- Asphalt Curb Replacement @ \$17.50 per LF.
- Concrete Street Slabs include a 4” rock base.
- Includes sawcutting, removals, cleanup, backfilling, seed/straw
- Pricing based on current material prices. Asphalt Material will follow the monthly asphalt index by MoDot. Concrete material prices are good through June 30, 2023 and will follow the supplier quote enclosed.

Payment to be per contract terms.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal subject to acceptance within 14 days and is void thereafter at the option of the undersigned.

Signatures Required for Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. Spencer Contracting Company is authorized to do the work as specified. Payment will be made as outlined above.

Patrick Buttner

02/10/2023

Spencer Contracting Company

Date

Authorized Signature

Date



E. MEIER CONTRACTING
CONCRETE & ASPHALT

PROPOSAL NUMBER

5781-1

JOB NAME AND ADDRESS

**City of Berkeley - 2023 Road
Repairs and Repaving Package
(RFQ NO 919)
8425 Airport Rd
Berkeley, MO 63134**

CLIENT

**City of Berkeley
8425 Airport Rd
Berkeley, MO 63134**

CONTACT

City Manager

PROJECT PROPOSAL

3/2/2023

ADDRESS

860 WESTWOOD
INDUSTRIAL PARK DR
WELDON SPRING, MO
63304

TELEPHONE

1 (314) 973-1983 Cell

SALESPERSON

DALTON JONES

EMAIL

DJONES@EMEIER.COM

PROPOSAL

Dear City Manager,

Thank you for the opportunity to provide you with a proposal.

E. Meier Contracting can tackle any job, any size. Our exceptional team of skilled tradesmen work quickly and efficiently to complete your asphalt or concrete project ensuring your paving, sealing or concrete project is handled. Parking lots, driveways, sidewalks, curbs, retaining walls, asphalt sealing, E. Meier has the equipment and manpower to make it happen.

Our fully-staffed crews never leave you short-handed and allow us the flexibility to complete projects faster than many of our competitors. We put in the right effort to finish the project as promised.

Our team is able to cope with delays associated with weather by adjusting the staff on a job to make sure your deadline is met. We are experts at managing many projects at the same time, from large or small and dispatching crews to make sure they are all running smoothly.

Past clients know that they can count on E. Meier to get their property back in shape, reducing inconvenience for customers and residents. Our ability to get the right size crew and the right size equipment on your paving or concrete project will save you money by keeping disruptions to a minimum.

Please review the proposal and feel free to call with any questions.

Per your request, we propose to supply the following:

- Labor
- Materials
- Equipment

Exclusions:

- Testing, Towing, Permits, 3rd Party Inspections
- Stake Out, Removal Or Relocation Of Utilities
- Any Other Items As Listed On The Terms & Conditions Page



E. MEIER CONTRACTING
CONCRETE & ASPHALT



PROPOSAL

3" MILLING AND RESURFACING - \$2.50 / SF

Pricing Notes:

- *Mobilization, traffic control, temporary/permanent striping, full depth repairs, joint sealant and landscape restoration are not included in pricing. These items will all be calculated at the individual project level.*
- *Engineering, surveying, permits and testing will be addressed on an as needed basis and are not included in pricing.*
- *Asphalt pricing will follow the MoDOT Asphalt Price Index at the time of construction.*
- *The duration of this contract will be the 2023 calendar year and is subject to renewal for future years.*
- *Projects are TBD as assigned by the Berkeley City Council.*



AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes as of the date of this proposal.

Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

{Company} proposes to furnish material and labor to perform the work outlined herein for the sum of:

- **Payment is to be made as follows: • 30 days after date of completion**
- This proposal is valid for thirty (30) days from the date written above.
- This proposal is subject to material changes in price.
- The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.

Please visit our website www.emeier.com to view photos of our quality work.

Sincerely,

TERMS & CONDITIONS

- These Terms and Conditions are by and between E. Meier Contracting, Inc. (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. • Drainage is not guaranteed on areas having less than 2% grade.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of workable sub-base layer of at least four (4) inches. It shall not be Contractors responsibility to check sub-base unless it is specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of parking lot and or area being sealed or treated..
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted or wet subbase materials. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment.
- To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser unless previously marked by independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.



3073 Arnold Tenbrook Rd. Arnold, MO 63010
Phone: (314) 843-5166 Fax: (314) 843-6106

CONTRACTOR AGREEMENT

THIS AGREEMENT made this 2nd day of March, 2023, by and between **Spencer Contracting Company**, hereinafter called the Contractor, and City of Berkeley, hereinafter called the Owner.

Contractor and the Owner for the consideration named herein agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Exhibit A or outlined below, as annexed hereto as it pertains to work to be performed on property located in the: City of Berkeley

- Replacement of concrete slab, curb and gutter, and base repairs.

ARTICLE 3. THE CONTRACT PRICE

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of the quantity of the defined work provided by owner by the unit prices provided by contractor for said work on attached proposal dated February 10, 2023. Pricing for work not specified between the Contractor and the Owner will be subject to negotiation and must be agreed upon by both parties.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following:

Payments to be due 30 days from the date of invoice.

Please make all payments payable to: *Spencer Contracting Company*

If payment is not made when due, the contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period more than **10 days** from the due date of the payment shall be deemed a material breach of this contract.

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury because of the acts of Contractor or its employees and subcontractors.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event the Owner fails to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials.
12. Contractor warrants all work for a period of 12 months following completion.

ARTICLE 6. OTHER TERMS

Signed this 2nd day of March, 2023

Signed by:



Spencer Contracting Co.

Owner



3073 Arnold Tenbrook Rd, Arnold MO 63010

314-843-5166 – PHONE

314-843-6106 – FAX

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Date: 02/10/2023

Job: City of Berkeley Road Repairs and
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Patrick Buttner

02/10/2023

Spencer Contracting Company

Date

Authorized Signature

Date