

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MO, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER AGREEMENT WITH E. MEIER CONTRACTING *(THE CITY COUNCIL DOES HEREBY FIND AND DECLARE THAT AN EMERGENCY EXISTS WHICH REQUIRES THE IMMEDIATE PASSAGE OF THIS ORDINANCE FOR THE PRESERVATION OF THE WELFARE OF THE CITIZENS OF THE CITY OF BERKELEY.)*

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 execute a change order agreement with E. Meier Contracting for phase 2 of the mill and overlay project, which includes Black Walnut Ct. and Sassenrath Ln.
- Section 2.** The agreement is 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 date of passage.
- Section 4.** The City does hereby find and declare that an emergency exists which requires the immediate passage of this ordinance for the preservation of the welfare of the citizens of the City of Berkeley.

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 |

**E. Meier Contracting, Inc.**  
860 Westwood Industrial Park Drive  
Weldon Spring, MO 63304



636-300-0908

**Proposal No.**  
23DJJ-029  
9/12/2023

**City of Berkeley - Mill and OL Phase 2**  
8425 Airport Rd.  
Berkeley, MO 63134

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## PROPOSAL

Dear ,

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, Material, Equipment, Hauling, Supervision

**Change Order 1: EDGE MILL AND 2" OVERLAY****Price: \$77,300.00**

3,865.00 SY

Change Order 1: Black Walnut Ct. and Sassenrath Ln.

- Edge mill concrete street from 2" to 0" across a 7' width along the gutter line.
- Install SS-1H tack coat to existing pavement to bond new pavement.
- Install 2" compacted hot mix asphalt overlay and roll for compaction. Install wedge course on street prior to overlay as needed.

**Exclusions:**

- Permits, Fees, Traffic Control, Striping
- Engineering, Layout, Staking, As-Builts.
- Soil Remediation, Soil Stabilization, Subgrade Repairs.
- Utility Removal, Utility Relocation, Utility Repairs, Private Utility Locates.
- Site Restoration, Seed, Sod, Straw, Mulch, Landscaping, Irrigation .
- Overtime, Shiftwork, Weekend Work

**General Notes:**

- Due to market volatility, material and fuel prices are subject to price increases at the time of construction .
- E. Meier is not responsible for ponding water in areas where designed or existing grades are less than 2%.
- The purchaser is responsible to remove all vehicles (towed if required) from the work areas no later than 7am .
- All work is assumed to be completed during normal business hours, Mon . thru Fri., 7am to 4pm

**Asphalt Notes:**

- Asphalt prices are valid until the end of the month based on the proposal date

**Concrete Notes:**

- The color of the new concrete will not match the existing or surrounding concrete .
- E. Meier is not responsible for graffiti, tire tracts, footprints, etc . in the finished concrete.
- The new concrete should be kept free of traffic for a period of 10 days while the concrete reached 4,000 PSI .

**Seal Notes:**

- The work area may be reopened 36-48 hours after the completion of the work pending weather conditions .
- E. Meier is not responsible for damage to property from vehicular or foot traffic due to wet sealer .
- Cracks under vehicles and alligator/spider cracks will not be treated.
- Sealer will not bond to polished or heavily soiled areas.

# 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 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.

E. Meier Contracting, Inc. proposes to furnish material and labor to perform the work outlined herein for the sum of:

**\$77,300.00** seventy-seven thousand three hundred and xx / 100

THE TOTAL PRICE OF THIS PROPOSAL AS PRESENTED ABOVE

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 . This 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 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 document to us.

Please visit our website [www.emeier.com](http://www.emeier.com) to view photos of our quality work.

Sincerely,

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E. Meier Contracting, Inc.

Phone: 636-300-0908

Accepted: The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. E. Meier Contracting, Inc. is hereby authorized to proceed with the work specified.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS & CONDITIONS

These Terms and Conditions are by and between □{Company}□ (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 crack-fill 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 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's representative . Purchaser's 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.