

Parks Playground Replacement Project
Bid # 940
City of Berkeley, 8425 Airport Road
Berkeley Missouri 63134
314-524-3313

Bids shall be submitted in a sealed envelope clearly marked
"BID #940 - Parks Playground Replacement" on the outside.

Bid Opening Date, Friday, October 27th, 2023, at 10:00 AM
At which time the bid will be opened and publicly read aloud



Overview

The City of Berkeley is requesting proposals for playground equipment and installation for multiple parks in the Berkeley Parks system. The City is seeking to replace 6 playground sets and install multiple small pieces to refurbish the parks in the city. Berkeley will remove the current equipment and ground pad leaving a dirt patch for equipment install. Berkeley will also install rubber mulch post equipment install. The proposed bids are for the equipment, installation, and freight.

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INVITATION TO BID

The City of Berkeley, Missouri will accept sealed bids until: **Friday, October 27th, 2023, at 9:30 am**, local time, In the City Clerk's office at City Hall, 8425 Airport Road, Berkeley, Missouri, for **Parks Playground Replacement Project**.

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

This is a prevailing wage project. Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects in Missouri. The prevailing wage rate differs by county and for different types of work. The Prevailing Wage Law applies to all public works projects constructed by or on behalf of state and local public bodies.

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

Bids will then be publicly opened and read aloud in the City Council Chambers at City Hall, 8425 Airport Road, Berkeley, MO 63134

Bids shall be submitted on the City Bid Form in a sealed envelope, clearly marked on the outside as - **BID #940 "Parks Playground Replacement Project "**

Bidder shall be an Equal Employment Opportunity Employer and must have Affirmative Action Statement. These completed forms must be submitted in the bid packet at time of submission.

The City of Berkeley is an Equal Opportunity Employer

**CITY OF BERKELEY
8425 Airport Road Drive
Berkeley, MO. 63134**

NOTICE TO BID

BID # 940

Notice is hereby given that the City of Berkeley, Missouri, will accept the sealed bids for Creation of a Parks Master Plan for the City of Berkeley, Missouri, per the specifications attached to the bid form. Copies of the bid forms may be obtained from the City Clerk's Office in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134 or from the city website www.cityofberkeley.us

Pursuant to Section 135.010 Sealed bids will be received by the City Clerk at the Berkeley City Hall City, 8425 Airport Road, Berkeley Missouri, 63134, until **October 27th, at 10:00 am**, at which time the bids will be publicly opened and read.

Bids must be in sealed envelopes and plainly marked:

"BID NO. 940: Parks Playground Replacement Project"

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 technical questions about the project please contact Andrew Gai at agai@berkeleymo.us or Shaun Wilson at swilson@bekeleymo.us.**

Nathan Mai-Lombardo, City Manager

City Manager

Nathan@berkeleymo.us

BID # PROCESS SCHEDULE

Dates

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid. **Wednesday, October 25, 2023, 10:00 a.m.**
2. Addendums will be posted on the City of Berkeley Website: www.berkeleymo.us
3. Submittal Deadline for Bid: **Friday, October 27, 2023, 9:30 a.m.**
4. Bid Opening: **Friday, October 27, 2023, 10:00 a.m.**
5. If a final Addendum is needed it will be posted on the website by **5:00, p.m. on Wednesday, October 18, 2023.**

**CREATION OF PARKS MASTER PLAN
CITY OF BERKELEY, MISSOURI
TOTAL BID PRICE FORM**

Date:

To: Deanna Jones City Clerk
8425 Airport Road Berkeley, Missouri 63134

Dear Ms. Jones,

The Undersigned, Having Familiarized (Himself) (Themselves) (Itself) With The Existing Conditions Of The Project Affecting The Cost Of Work, And With The Contract Documents, Hereby Proposes To Furnish All Supervision, Technical Personnel, Labor, Materials, Machinery, Tools, Appurtenances, Equipment And Services, Including Utility And Transportation Services Required To Perform The **“Parks Playground Replacement Project ”** And Site Restoration In Connection With 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 qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

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

4. TOTAL BID PRICE : \$ _____

COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

Date: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Cell Phone: _____

E-mail Address: _____

Website: _____

Authorized Officer: _____

Signature: _____

Title: _____

PROJECT AGREEMENT

THIS AGREEMENT made this _____ day _____ 2023, by and between the City of Berkeley (a municipal corporation organized and existing under the laws of the State of Missouri), hereinafter called the "Owner" and _____ (a partnership, corporation or an LLC) 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, and services and perform and complete all work required for the Remediation and removal of asbestos containing materials in the structure located at 6140 N. Hanley Road, within the City of Berkeley, Missouri; and site restoration, traffic control measures and any and all required supplemental work for completion of the project in accordance with the Contract documents.

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

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

CONTRACT: The executed Contract documents consist of the documents furnished to each bidder and the Contractor for this project.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in **one (1) original and three (3) copies** on the day and year first above written.

Attest: _____

Contractor

By _____

Title: _____

By: _____

Title: _____

Street: _____

City: _____

**CITY OF BERKELEY,
MISSOURI**

By _____

Title: _____

By: _____

Title: _____

Street: _____

City: _____

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 _____, 2023, enter into a contract with the City of Berkeley for "Parks Playground Replacements."

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

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 (EEOC). 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 Act against Discrimination. 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.

Printed Name _____

Signed _____

Position _____

Date _____

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2023)

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 is returning this form incomplete:

Yes _____ No _____

4. Do you consider your organization to be an Equal Employment Opportunity Employer?

Yes _____ No _____

5. Are you part of or a division of a larger parent organization? _____ If Yes, please give parent organization name and home office address:

6. How many employees were on the payroll last pay period? Full Time _____

Part Time _____

7. How many women were on the payroll? Full Time _____ Part Time _____

8. How many minorities were on the payroll?

Full Time Male Minority employees: _____

Full Time Female Minority employees: _____

Part Time Male Minority employees: _____

Part Time Female Minority employees: _____

9. Does your organization include in its employment advertising a phrase similar to: "*We are an Equal Employment Opportunity Employer*" or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future Yes ___ No _____

10. Does your organization or you parent organization have an Affirmative Action Plan?

Yes ___ No _____ If Yes, please supply a copy of the current plan.

11. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes _____ No _____ If Yes, please supply the name, title, phone number and address for future correspondence.

The City of Berkeley thank you for your cooperation in filling out this form.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

OSHA TRAINING REQUIREMENTS

Missouri Law, 292.675 RSMO, Requires the awarded contractor and its subcontractor(s) to provide a ten-hour (10) 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.

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 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, 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:
 - By any person because of an offense directly or indirectly related to the employment of such person by the Contractor.
 - By any other person
 - e. Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefore.
2. **CERTIFICATES OF INSURANCE** which is acceptable to the CITY shall be filed 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 for 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 any 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 any 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 of 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 from 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, Workman'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 Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged 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 the 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 Engineer, and the City of Berkeley.

GENERAL CONDITIONS

1. "OWNER" and/or "CITY" refers to the City of Berkeley, Missouri and its premises and employees. 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 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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. 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.
8. 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.
9. 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 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 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.

10. 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.

11. 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.

12. Contractor shall indemnify and hold harmless the City of Berkeley, its officers, agents and employees from 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.

13. The City 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 to endanger the timely performance of the Contract, either determination to be made solely by the City. Upon the making of either determination, the City shall notify

14. 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 like 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 more than 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.

15. 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.

16. 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.

17. 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.

18. 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

19. Owner provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or provided by law.

20. Contractor shall furnish top quality equipment, tools and supplies for the performance of this contract.

21. 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.

22. 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.

23. 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

24. Contractor to do the repairs, or the Owner will have the repairs completed and bill the contractor for all costs incurred.

25. 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.

26. Contractor shall be responsible for careless workmanship. If a task is not performed to produce the specified, standard result, it shall be re-done at the Contractor's expense.

27. Rework shall be performed as an "extra" and shall not interfere with nor detract from the performance of regular, scheduled work.

28. Holidays: No services shall be performed on the following days:

New Year's Day
President's Day
Martin Luther King Day
Memorial Day
Juneteenth
4th of July
Labor Day

Veteran's Day
Thanksgiving Day (Thursday and Friday)
Christmas Eve
Christmas Day
New Year's Eve

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

FORMS TO BE RETURNED WITH BID

- A. Cover Page 1
- B. Invitation to Bid
- C. Company Information Form
- D. Total Bid Price Form
- E. Bid Form
- F. Bid Proposals Form
- G. Project Agreement
- H. Performance and Payment Bond Form
- I. Affirmative Action Statement
- J. Affirmative Action/Prime Vendor Questionnaire

ADDITIONAL INFORMATION

It is the Owner's intent to attain Substantial Completion within 60 days.

Contractor shall have sufficient personnel, equipment and material on a standard straight time work week to conform to project requirements.

SCOPE OF WORK:

The City of Berkeley is seeking the following:

- Prices and installation quote for 3x 5–12-year-old fitness-based playgrounds (40-60 child capacity)
- Prices and installation quote for 2x 2–5-year-old playground sets (25-40 child capacity)
- Prices and Installation quote for 2x double swing sets
- Prices and installation quote for 3x 5–12-year-old playground climbing structures (12-18 child capacity)
- Prices for all freight
- Contractor to prepare the required Ten (10) day notification to St. Louis County.

- The proposed pricing is valid for Sixty (60) days from posted date of this request.

Acceptable work hours are Monday through Friday during daylight hours. No work will be permitted on Saturdays or Sundays.

I have read all the above **Parks Playground Replacement Project Specifications**, and initialed where noted and hereby agree to return to the City of Berkeley and comply with all of the terms and conditions listed in the Specifications.

Company's Name License Date
