

Demolition of a Certain Properties Bid 953

**City of Berkeley
8425 Airport Road
Berkeley Missouri 63134
314-524-3313**

Bids shall be submitted in a sealed envelope clearly marked
**"BID 953 - DEMOLITION OF A CERTAIN
COMMERCIAL STRUCTURES"**
on the outside.

Bid Opening Date:
Tuesday, December 3, 2024 at 1:00 PM.
At which time the bid will be opened and publicly read aloud.

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INVITATION TO BID

This activity is funded in whole with the City's General Funds. All applicable federal regulations shall be in full force and effect.

The City of Berkeley, Missouri will accept sealed bids until **Tuesday, December 3, 2024 at 1:00 PM**, local time, at the Receptionist Desk at City Hall, 8425 Airport Road, Berkeley, Missouri, for the Demolition and Site Improvement of the following structures:

Locator ID	Address	Sq. Ft.	Property Type	Taxes Due
11K341213	6134 MADISON AVE	1,440	COMMERCIAL	NONE
11J141627	8410 AIRPORT RD	1,624	COMMERCIAL	2031.33
11J130829	8500 AIRPORT RD	21,054	COMMERCIAL	NONE

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 953 - DEMOLITION OF A CERTAIN COMMERCIAL STRUCTURES"**

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

NOTICE TO BID
BID NUMBER 953

Notice is hereby given that the City of Berkeley, Missouri, will accept the sealed bids for Demolition and Removal of certain structures located within 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.

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 **Tuesday, December 3, 2024 at 10:00 AM**. The bids will be publicly opened and read at **1:00 PM**. Bids must be in sealed envelopes and plainly marked:

BID NO. 953: DEMOLITION AND REMOVAL OF CERTAIN COMMERCIAL STRUCTURES WITHIN THE CITY OF BERKELEY.

The City reserves the right to reject any or all proposals, waive informalities in the process and accept the proposal deemed to be in the best interest of the City.

For questions regarding this project contact:

Nathan Mai-Lombardo

City Manager

(314) 400-3750

nathan@berkeleymo.us

BID PROCESS SCHEDULE

DATES

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid.
Tuesday, November 26, 2024 at 1:00 PM.
2. Addendums will be posted on the City of Berkeley Website:
[Home / Berkeley, Missouri](#)
3. Submittal Deadline for Bid: **Tuesday, December 3, 2024 at 10:00 AM**
- 4. Bid Opening: Tuesday, December 3, 2024 at 1:00 PM**

If a final Addendum is needed it will be posted on the website by 5:00 PM on **Tuesday, November 26, 2024 at 1:00 PM.**

**DEMOLITION OF A CERTAIN COMMERCIAL STRUCTURES
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 **“Demolition of Certain Commercial Structures”** 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 (STRUCTURES): \$ _____

5. TOTAL BID PRICE: (ASBESTOS ABATEMENT) \$ _____

6. TOTAL BID PRICE: (ACCESSORY STRUCTURE/TREES) \$ _____

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 demolition and removal of a certain residential structures 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 Saint Louis County Community Development Office 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: _____

By _____

Title: _____

By _____

Title: _____

Contractor

By: _____

Title: _____

Street: _____

City: _____

**CITY OF BERKELEY,
MISSOURI**

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 _____, 2018, enter into a contract with the City of Berkeley for “Demolition of Certain Structures.”

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 (2024)

AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your Affirmative Action Plan.

1. Name and address of your organization: _____
2. Name and position of person completing this report: _____
3. We do not wish to be on your prime vendor list and are returning this form incomplete:
4. Do you consider your organization to be an Equal Employment Opportunity Employer?
(circle one) _____ 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 _____
 - 6.1. How many women were on the payroll? _____
 - 6.2. How many minorities were on the payroll? _____
 - 6.3. Time Male Minority employee's: _____
 - 6.4. Full Time Female Minority employee's: _____
 - 6.5. Part Time Male Minority employee's: _____
 - 6.6. Part Time Female Minority employee's: _____
7. 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: _____

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

Yes _____ No _____ If, Yes, please supply a copy of the current plan.
9. 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 appreciates your cooperation in completing this form and returning with your bid.

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. 1. In case of any discrepancy between the General Conditions and the Special Provisions, the General Conditions shall govern.
2. Bidders must use the bid form(s) provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give total price quote, and sign the bid. Identify your bid on the envelope by listing the item bid, the number if appropriate, and the date of opening. If you do not care to bid, please return any plans, specifications, and bid sheet(s) and note your reason.
3. Furnish specifications, descriptive literature, and diagrams whenever appropriate. 4. Whenever products or materials of any 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 Eve & New Year's Day
Dr. Martin Luther King Day
Memorial Day
Juneteenth
Independence Day (July 4)
Labor Day
Veteran's Day
Columbus Day
Thanksgiving (Wednesday, Thursday & Friday)
Christmas Eve & Christmas Day**

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

FORMS TO BE RETURNED WITH BID

- a. Cover Page
- b. Project Agreement
- c. Proposal Form
- d. Itemized Bid Prices in Chart of Work
- e. Structure Bid Sheet
- f. Asbestos Bid Sheet
- g. Accessory and trees Bid Sheet
- h. Total Bid Price Form
- i. Company Information
- j. Affirmative Action Statement
- k. Affirmative Action Questionnaire

SPECIFICATIONS FOR DEMOLITION

PLEASE READ CAREFULLY AND **INITIAL** EACH ITEM
SUBMIT THIS FORM WITH BID NO. 953

- The Contractor shall hold a Contractor's License with St. Louis County and/or State of Missouri and be approved by Berkeley's Building Commissioner for the work, which is to be performed. _____
- The selected Contractor shall furnish proof of insurance coverage as specified in "Insurance" of this bidding document. The selected contractor shall submit proof of insurance within ten (10) days of "Notice of Award" _____
- ALL bidders are required to submit a Bid Bond in the amount of 10% of total bid. _____
- A Performance Bond is required, 100% of the contract amount shall be submitted by the selected contractor with a signed contract, at which time the 10% Bid Bond will be released. _____
- Before a structure can be demolished, the Contractor shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, and other connections. Sewer shall be disconnected at the main. A permit to demolish the structure shall not be issued until a release is obtained from the utilities, stating that their respective service connections and all appurtenances such as meters and regulators, etc., have been removed or sealed and plugged in a safe manner. Copies must be submitted with Berkeley Demolition Permit Application for each structure. _____
- Notice to Adjoining Owners: Only when written notice has been given by the Contractor to the owners of adjoining lots and to the owners of wired or their facilities, of which the temporary removal may be necessitated by the proposed work, shall a permit be granted for the removal of a building or a structure. _____
- A "Letter of Permit" from St Louis County Department of Health, Division of Environmental Protection shall accompany Berkeley's Demolition Permit Application. _____
- Provide Copies of St Louis County Department of Health "Demolition of Waste" permit with each Berkeley Demolition Permit Application. _____
- Demolition and Plumbing Permits shall be obtained at **no cost** to the bidder and will be issued at the Inspections Office, 8425 Airport Road, Berkeley MO 63134. _____
- Lot Regulations: Whenever a structure is demolished or removed the lot shall be restored to the established grades of adjacent properties and shall assure proper drainage of storm water. Only approved masonry sand, red sand, gravel or soil fill may be used. When sand, gravel or soil fill is used over masonry fill it shall be properly hosed with water so as to fill all voids and provide not less than twelve inches (12") of cover over all masonry rubble. _____
- Compaction: All excavations shall be backfilled with acceptable material and compacted at minimum of 90 percent Modified Proctor in accordance with ASTM D 1557. The contractor shall stipulate to the compaction and be verified by the City's Engineer. _____
- All Basements and Foundation Walls: All basement floors, footings, and foundations shall be **completely** removed from the site (do not bury). The basement area is to be inspected and approved by the City before backfilling is started. The Contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The Contractor shall contact the City when removal is complete to schedule the basement inspection. Failure to do so may result in re-excavation of the basement area at the Contractor's expense. _____

SPECIFICATIONS FOR DEMOLITION (CONTINUED)

SUBMIT THIS FORM WITH BID NO. 953:

- Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances. _____
- There shall not be less than **twelve inches (12")** of top soil cover over the entire demolition site. _____
- There shall not be less than **twelve inches (12")** of dirt cover over the entire demolition site. _____
- Backfill: When site conditions permit, as determined by the City, on-site soil shall be used as backfill material. The top 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. The Contractor shall bring in enough topsoil from off-site to place a minimum 12-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage. _____
- The erection of necessary barricades, walls, fences, etc., for safety of the public shall be the responsibility of the Contractor. NOTE: The Contractor shall provide additional backfill as needed. _____
- Rubble and Debris: All demolition rubble and debris shall be disposed of in a proper manner at the expense of the Contractor. Dumping tickets shall accompany final invoice. _____
- Requirements of the City's Erosion Control Ordinance shall apply. **Berkeley Ordinance 3809.** _____
- Trees that are to be removed; shall be completely removed from the lot, and the area backfilled. Tree stumps shall be totally removed. _____
- Seeding and Straw: The lot shall be covered in seed and straw after final grade; the grass seed shall be Perennial Rye. _____
- Provide copies of Asbestos Abatement receipt to this office with payment voucher. _____
- Certified payroll sheets, lien waivers shall be submitted with final invoice. _____
- After notice to proceed is issued, all work shall be completed within thirty (30) WORKING Days. _____
- The contractor shall bid the structures on a separate bid sheet (**Attachment #1**). _____
- The contractor shall bid the asbestos abatement on a separate bid sheet (**Attachment #2**). _____
- The contractor shall bid the accessory structure/trees on a separate bid sheet (**Attachment #2**). _____
- Landfill receipts shall be attached with final invoices. _____
- Wet Demolitions are required to have permits issued by Missouri American Water to tap fire hydrant. File permits in Inspections Office, 8425 Airport Rd, Berkeley MO 63134. _____
- Payments shall be lump sum on completion, to be paid directly by City of Berkeley within 30 days of submitting invoices to the City. _____

SUBMIT THIS FORM WITH BID NO. 953:

ADDITIONAL INFORMATION

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

These houses are vacant and will remain so. Ameren electric meters and Spire Gas services has been removed.

Water service shall be tapped off by licensed plumber, Missouri American Water shall be notified by the contractor.

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

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 **Specifications for Demolition**, 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

Owner/Agent (Print Name)

Owner/Agent (Signature)

STRUCTURE BID SHEET (Attachment #1)

BID FORM**PROJECT NO. 953**

PROPOSAL HAVE: _____(HEREINAFTER CALLED “BIDDER”)

TO: THE CITY OF BERKELEY, 8425 AIRPORT ROAD, BERKELEY, MO 63134

THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENTS AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING THE AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSES TO FURNISH ALL EQUIPMENT, LABOR, MATERIALS, AND SUPPLIES, AND TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS, WITHIN THE TIME SET FORTH THEREIN, AND AT THE PRICES STATED BELOW:

Locator ID	Address	Sq. Ft.	Property Type	Bid Price
11K341213	6134 MADISON AVE	1,440	COMMERCIAL	
11J141627	8410 AIRPORT RD	1,624	COMMERCIAL	
11J130829	8500 AIRPORT RD	21,054	COMMERCIAL	

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

SIGNATURE_____
DATE_____
ADDRESS_____
ATTEST

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2024)

ASBESTOS ABATEMENT BID SHEET (Attachment #2)

BID FORM

PROJECT NO. 953

PROPOSAL HAVE: _____(HEREINAFTER CALLED “BIDDER”)

TO: THE CITY OF BERKELEY, 8425 AIRPORT ROAD, BERKELEY, MO 63134

THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENT AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING THE AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSES TO FURNISH ALL EQUIPMENT, LABOR, MATERIALS, AND SUPPLIES, AND TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS, WITHIN THE TIME SET FORTH THEREIN, AND AT THE PRICES STATED BELOW:

Locator ID	Address	Sq. Ft.	Property Type	Price
11K341213	6134 MADISON AVE	1,440	COMMERCIAL	
11J141627	8410 AIRPORT RD	1,624	COMMERCIAL	
11J130829	8500 AIRPORT RD	21,054	COMMERCIAL	

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

SIGNATURE

DATE

ADDRESS

ATTEST

ACCESSORY AND TREES BID SHEET (Attachment #3)**BID FORM****PROJECT NO. 953**

PROPOSAL HAVE: _____ (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY, 8425 AIRPORT ROAD, BERKELEY, MO 63134

THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENT AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING THE AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSES TO FURNISH ALL EQUIPMENT, LABOR, MATERIALS, AND SUPPLIES, AND TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS, WITHIN THE TIME SET FORTH THEREIN, AND AT THE PRICES STATED BELOW:

Locator ID	Address	Sq. Ft.	Accessory Type/Tree Size	Price
11K341213	6134 MADISON AVE	1,440		
11J141627	8410 AIRPORT RD	1,624		
11J130829	8500 AIRPORT RD	21,054		

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

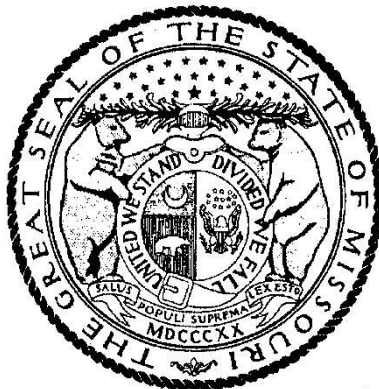
THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

SIGNATURE_____
DATE_____
ADDRESS_____
ATTEST

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

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 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.80
Boilermaker	\$42.03*
Bricklayer-Stone Mason	\$62.04
Carpenter	\$64.31
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.86
Plasterer	
Communication Technician	\$62.59
Electrician (Inside Wireman)	\$75.44
Electrician Outside Lineman	\$42.03*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$42.03*
Glazier	\$66.98
Ironworker	\$70.24
Laborer	\$53.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.61
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.55
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.63
Plumber	\$77.88
Pipe Fitter	
Roofer	\$57.83
Sheet Metal Worker	\$73.78
Sprinkler Fitter	\$82.11
Truck Driver	\$42.03*
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 RSMo Section 290.210.

Heavy Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.02
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$78.52
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$54.45
General Laborer	
Skilled Laborer	
Operating Engineer	\$70.83
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.95
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. 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.

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.