

BILL NO. 6503

ORDINANCE NO. 5131

INTRODUCED BY:

**ALDERMAN PLUFKA
ALDERMAN WEGGE
ALDERMAN LOCHMOELLER
ALDERWOMAN HARTER**

**ALDERWOMAN PARKER TICE
ALDERWOMAN SIMS
ALDERMAN GOULD
ALDERMAN ERGER**

AN ORDINANCE OF THE CITY OF BRENTWOOD, MISSOURI, AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO ENTER INTO AND EXECUTE AND AGREEMENT FOR THE FY 2024 STREET REQUEST FOR PROPOSAL PROJECTS BETWEEN THE CITY OF BRENTWOOD, MISSOURI AND GERSHENSON CONSTRUCTION; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRENTWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The Board of Aldermen approves on behalf of the City a Construction Services Agreement with Gershenson Construction in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out her in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The Mayor, City Administrator and other appropriate City officials are hereby authorized to execute the Contract and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor.

PASSED BY THE BOARD OF ALDERMEN THIS 20th DAY OF MAY, 2024.



David A. Dimmitt, Presiding Officer

ATTEST:



Kelle Silvey, Deputy City Clerk

BILL NO. 6503

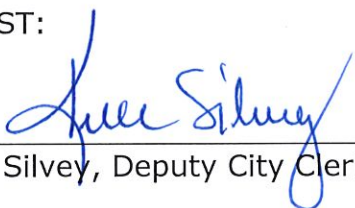
ORDINANCE NO. 5131

APPROVED BY THE MAYOR THIS 20th DAY OF MAY, 2024.



David A. Dimmitt, Mayor

ATTEST:

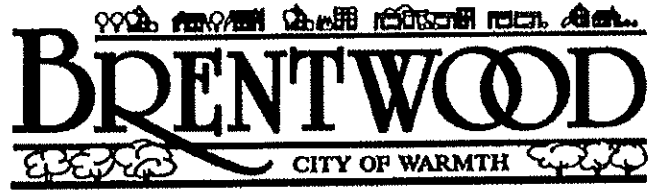


Kelle Silvey, Deputy City Clerk

1st Reading: May 20, 2024

2nd Reading: May 20, 2024





THE CITY OF BRENTWOOD

2348 Brentwood Blvd.

Brentwood, MO 63144

REQUEST FOR BID

FOR

CITY OF BRENTWOOD 2024 ASPHALT PROJECTS

Includes:

ASPHALT MILL & OVERLAY OF

- 1. S McKnight Rd (North bound lane from Litzsinger Rd to York Dr)**
- 2. Litzsinger Rd (West bound lanes approaching McKnight Rd)**
- 3. S McKnight Rd and Litzsinger Rd (Southeast corner)**

SPRING 2024

CITY OF BRENTWOOD

NOTICE FOR BIDS

“City of Brentwood 2024 Asphalt Projects”

Notice is hereby given that sealed bids for the “City of Brentwood 2024 Asphalt Projects” will be received by the City Clerk Administrator at City Hall, 2348 South Brentwood Blvd. Brentwood, MO 63144, until **10:00 a.m. (prevailing local time) Monday May 6, 2024** and will be publicly opened and read aloud. Bids received after 10:00 a.m. will not be considered. The date and time of receipt of a bid as noted by the City shall be final and conclusive for all purposes. All bids shall be made in duplicate on the printed forms found in the contract documents. Bids must be submitted in a sealed envelope marked:

City of Brentwood 2024 Asphalt Projects.

Bid documents are available for pickup on or after Wednesday, April 24, 2024 at Brentwood Public Works Department – 8330 Manchester Rd. Brentwood, MO 63144 or online at www.brentwoodmo.org.

Any contractor questions or concerns, or project site meetings, will be addressed by calling Eric Lake, Project Manager at 314-662-6035.

Each bid must be accompanied by a certified check, cashier’s check, or bid bond, payable to the City of Brentwood, MO, in the amount of (10%) of the total bid amount as a guarantee that the successful bidder or bidders will enter into contract and furnish performance and payment bonds in the full amount of the contract, at its own cost, from a bonding company with a Best’s rating of at least B+/VII or greater within ten (10) days after the award is made. Accordingly, the cost of the performance and payment bonds should be included in the bid.

The City of Brentwood hereby reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be in the best interest of the City of Brentwood.

REQUEST FOR BIDS
City of Brentwood 2024 Asphalt Projects

OBJECTIVE

The City of Brentwood is seeking bids from professional paving contractors for the two (2) base bids and one (1) alternate asphalt street projects referred to as "City of Brentwood 2024 Asphalt Projects".

SCOPE OF WORK

This work shall consist of labor, equipment, material, striping, and all other work service cost to provide the 2-inch mill and asphalt overlay of existing pavement as the base bid.

The contractor is to provide all necessary traffic control measures and signage as necessary.

Contractor is to provide all construction layout and staking.

The work and materials to be furnished shall conform to the following specifications which are to be used in conjunction with the current editions of the St. Louis County Standard Specifications for Highway Construction and, as applicable, the Missouri Standard Specifications for Highway Construction. Any exceptions to these specifications must be noted in writing and included in the bid form.

All bituminous asphalt pavement type C shall meet the requirements as specified in the St. Louis County Highway Department specifications for highway materials, sections 405 and 1015 or as currently revised. Asphalt pavement shall be 2 inches in depth of type C mix.

All pavement marking methods, practices and materials shall meet Missouri Standard Specifications for Highway Constructions most recent version. All pavement markings shall be high acrylic waterborne equivalent to Hotline TM2152 with glass beads. All pavement markings shall be uniform in appearance with well-defined edges and shall be uniform in width and thickness. Deviation of pavement markings shall not exceed one (1) inch in one hundred (100) feet. The width of all four (4) inch pavement markings must be no less than four (4) inches and no greater than four and one quarter (4 ¼) inches. Paint shall be applied to a minimum wet thickness of 20 mils (0.508). Discoloration of pavement markings will be cause for rejection. The Contractor will take all precautions to prevent tracking. The surface on which paint markings are installed shall be clean and dry. Paint shall not be applied in damp conditions or if there is any evidence of surface moisture on the pavement. The pavement surface temperature and ambient air temperature shall be above 50°F and shall remain above 50°F for eight (8) hours immediately following the final application. • All pavement markings shall be installed in accordance with the manufacturer's specifications and recommendations.

All bids shall be net in place and finished per the bid item quantities unit pricing as shown on the bid form.

The successful bidder will mill and dispose of all existing pavement and debris in conformance with St. Louis County Waste Management code, the ordinances of the City of Brentwood, and applicable state laws.

The contractor shall notify the Public Works Project Manager or his representatives 24 hours in advance of pavement placement so that the subgrade, depth, and all other conditions can be reviewed and approved prior to pavement placement.

All grass will be removed from roadway edge to edge, to maintain maximum width. All debris will be removed and cleaned in a workman like manner before pavement placement.

The City of Brentwood can and will take core samples as necessary to determine the correct thickness of the asphalt pavement that has been placed on the street.

All disturbed ground areas shall be fine graded, topsoil backfill, seeded and straw mulched. Grass seed shall be applied at 1.0 pound per 100 square feet. The seed mixture shall be 50% Kentucky Blue Grass, 25% Perennial Rye, and 25% Fescue.

Contractor shall use SS1 Tack Coat, 100% coverage, on all pavements to be overlaid. All efforts must be made by the contractor to avoid tracking.

Where necessary, the contractor shall adjust existing manhole frames, water and gas valves to grade, and shall be responsible for notifying and locating all utilities in the work areas prior to performing work. The contractor shall take all necessary precautions to prevent damage to pavements (driveway approaches, sidewalks, streets, curbs, etc.) adjoining the work areas and will, at no cost to the City, be responsible for repairing any said damage.

All new pavement joints need to match adjoining pavement joints. Joints will be sealed with hot pour elastic type joint sealer or other approved joint sealer. Contractor is to sand joints after placing joint material to prevent tracking.

The contractor shall provide all necessary signage, barricades and cones (including message board signage, as may be needed) and maintain traffic control measures at all times. A traffic control plan will be submitted and approved by the City before work can begin.

Emergency service vehicles (police, fire, ambulance) must have resident access at all times during the project. The contractor must plan for this access in their bid and construction schedule sequence. The contractor is to notify all residents in writing in project area seven (7) days in advance before work in their area is to begin and coordinate their means of access during normal working times. The contractor is to always leave the project site accessible after each day's work and on weekends and holidays. The contractor shall provide access to allow vehicle travel into and out of the residential area.

Weather: Asphalt placement shall not be attempted on rainy days or when ground is frozen or temperature is below 40 degrees Fahrenheit. Failure on the contractor's part could result in the City's rejection of the pavement with the contractor replacing such pavement at his own expense.

Vandalism: the contractor shall be responsible for protecting fresh asphalt surfaces from vandalism and shall repair or replace any fresh asphalt that is vandalized at no additional cost to the City.

CLEANING OF THE STREETS

The contractor shall clean the streets of all excess material and debris periodically or as directed by the Public Works Director, Public Works Supervisor, or his representative, so that the material does not adhere to the paved surface or cause a nuisance. The contractor shall use motorized equipment that does not leak fuel or oil onto existing pavement or in excavated areas. Such equipment, if found on job site, shall be replaced or repaired immediately. Failure to clean the street properly or undertake other public safety issues could lead the City forces undertaking the work and back charging the contractor at prevailing wage rates.

The work consists of two (2) projects (base bid) and one (1) alternate

Base bid

1. **S McKnight Rd** (North bound lane from Litzsinger Rd to York Dr)
 - approximately 60,000 square feet
2. **Litzsinger Rd** (West bound lanes approaching McKnight Rd)
 - approximately 2,033 square feet

Alternate

3. **S McKnight Rd and Litzsinger Rd** (Southeast corner)
 - approximately 2,614 square feet

The City will be requesting contractor bids for all projects as noted on the bid form. The contractor will provide amounts and unit cost as noted in the bid sheets. The unit measurements above are approximate and are listed for the benefit of the contractor. It is expected that the contractor will familiarize themselves with the projects, take their own measurements, and provide material and labor to complete each project. The City of Brentwood reserves the right to remove any one or all projects if in its judgment is not in the best interest of the City of Brentwood.

Delays and Extension of Time: If the contractor is delayed at any time in the progress of the work, by any act or neglect of the City or of its employees, or by any other contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, inclement weather, unusual delaying transportation, unavoidable casualties, or any causes beyond the contractors control, the Director of Public Works or his representatives may decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

No such extension shall be made for delay occurring more than ten (10) days before claim; therefore, claims will be made in writing to the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

All bidders shall be responsible for completely familiarizing themselves with the work to be done. Any questions concerning the work should be directed to the Project Manager, Eric Lake at 314-662-6035. A pre-bid meeting is not scheduled for this project. Any bid questions should be directed to Eric Lake not later than two (2) days prior to bid submittal.

NO ADDITIONAL CHARGE ITEMS

There shall be no additional charge to the City for the contractor to provide labor, equipment and materials for:

- Contractor mobilization
- Protect work from rain and flood damage
- Clean streets and public safety concerns
- Necessary construction zone signage, barricades, cones and flagmen
- Backfill, compact, seed and straw
- Seal all construction joints
- Contractor's damage (if any) to pavements or private property adjoining the designated work areas, including residential driveways
- Provide appropriate signage and notification to area residents regarding the work and access restrictions
- Replacement of vandalized pavement and landfill fees
- Protect homeowners' flowers, trees, shrubs and sprinkler heads that abut pavement and the replacement of such damaged items as required
- All other miscellaneous work as necessary to provide a complete and satisfactory job.

NOTE:

Failure by the contractor to undertake work for the protection and welfare of the general public can result in the City forces undertaking the work and back charging the contractor at prevailing wage rates.

INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this bid request, or find discrepancies in, or omissions, he may submit to the City a written request for an interpretation or correction thereof.

Any interpretation or correction of the bid request document will be made only by Addendum duly issued by the City, and a copy of such Addendum will be transmitted to each person who received a Request for Bids at the provided information on the bid planholder's list. The City will not be required to mail addenda to those persons who retrieved the Request for Bids from the City's website. It is the responsibility of these contractors to review www.brentwoodmo.org for any addenda prior to submitting their response. The City will not be responsible for any other explanation or interpretation of the Bid Request. All questions should be directed to the Public Works Department at 314-662-6035 or email Eric Lake at elake@brentwoodmo.org at least two (2) days before bid opening.

Any addenda issued by the City, prior to the scheduled time of opening the bids, shall be covered in the bid and shall be made part of any contract.

SELECTION CRITERIA

Awards shall be determined by and based upon the best proposal, which, in the discretion of the City of Brentwood is the proposal that most adequately meets the needs of the City at the lowest price. It is intended that the two (2) base bid projects and up to one (1) alternate project will be awarded to one contractor. In determining the best proposal, in addition to price, the City may consider:

- Quality, availability, and functionality or suitability of the personal property, or contractual services to the particular use intended,
- The ability, capacity, and skill of the bidder to perform the contract or provide the service required,
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference,
- The character, integrity, reputation, judgment, experience and efficiency of the bidder,
- The quality of performance of previous contracts or services,
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service,

- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service,
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
- The number and scope of conditions attached to the bid.
- Whether the bidder is in default on the payment of taxes, licenses or other money due to the City. This factor alone shall justify disqualification.

When, in response to a bid proposal issued by the City, two or more proposals meets the City's bid specifications/requirements and are deemed sufficiently equal, a local bid preference shall be given to a business located within the corporate limits of the City.

After reviewing all received bids, staff will recommend the lowest responsive responsible bid for acceptance by the Board of Alderman and approval to enter into a contract agreement with the contractor. It is anticipated this will occur at the May 20, 2024 Council Meeting.

INSURANCE

The insurance specifications shall meet the following minimum credentials:

General liability

General aggregate: \$2,000,000.00

Product, completed operations aggregate: \$2,000,000.00

Personal injury \$1,000,000.00

Each occurrence: \$1,000,000.00

Fire legal liability damage: \$100,000.00

Medical expense: \$10,000.00

Automobile combined single limit: \$1,000,000.00

Excess liability

Each occurrence: \$1,000,000.00

Aggregate: \$2,000,000.00

The successful contractor must provide a Certificate of Insurance and Endorsement satisfactory to the City naming the City of Brentwood as additional insured. This certificate shall remain in force for the length of the contract. The City shall be given thirty (30) days written notice prior to cancellation.

BID SUBMISSION & COMPLIANCE

Bid documents include the following affidavits that are required before and/or after the work has been completed.

Affidavit of Work Authorization – RSMo.285.530
Affidavit of OSHA Training Compliance – RSMo.292.675
Affidavit of Compliance with the Prevailing Wage Law – RSMo.290.10-290.340
Affidavit of American Products Purchase – RSMo.34.353
Final Pay Affidavit
Non- Collusion Affidavit

The above list of statutes is not intended to be exhaustive. The compliance requirement of this provision is continuing and must be satisfied during the entirety of the bid process and any future agreement. It is the sole responsibility of the successful bidder to ensure that this provision is satisfied, and the City assumes no responsibility or liability for the failure to comply.

Bid shall be submitted on Bid Proposal Forms and signed by an authorized officer. Each bid must be accompanied by a certified check, a cashier's check, or bid bond, payable to the City of Brentwood in the amount of ten percent (10%) of the amount of the bid as a guarantee that the successful bidder will enter into contract within ten days after award is made. The City will return the bond/check to unsuccessful bidders in a timely fashion.

Two hard copies of the bid must be submitted in a sealed envelope with the words "**City of Brentwood 2024 Asphalt Projects**" clearly printed on the envelope.

Bids shall be submitted to the Deputy City Clerk office at:

2348 South Brentwood Blvd.
Brentwood, MO. 63144

No faxed or e-mail bids will be accepted.

Bids must be received by **10:00 a.m. Monday May 6, 2024** at the above stated address and will be publicly opened and read aloud following receipt of bids.

Any person or firm may withdrawal their bid by written request at any time prior to the scheduled time of the bid opening.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the contractor's capabilities to satisfy the requirements of this request. The bidder shall be responsible for cost incurred in the bid preparation and delivery.

The City of Brentwood reserves the right to reject any and all bids or portions of any bid deemed not to be in its best interest.

Neither the distribution of this request or acceptance of any response should be constructed as creating a contractual obligation between the City of Brentwood and any firm. The City of Brentwood does not authorize and will not be responsible for any expense or charge associated with providing a response to this Request for Bid.

Your bid must remain valid for at least 120 days after the submittal date. It is anticipated this project will take place in the summer while the schools are not in session.

NOTE: All in place quantities will be field measured with a contractor representative and a City inspector to ascertain the actual quantities and total dollar amount.

Company Name: Gershenson Construction Co., Inc.

1. **S McKnight Rd** (North bound lane from Litzinger Rd to York Dr)

Date: 5-6-24

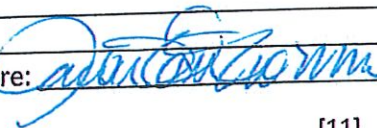
Mayor and Board of Alderman

In accordance with the advertisement inviting bids for "CITY OF BRENTWOOD 2022 STREET PROJECT" in the City of Brentwood, subject to the conditions and requirements of the contract and scope of work, including Addenda #'s NA

And _____, hereto attached, which so far as they relate to the bid, are made a part of it, the undersigned here with propose to begin the specified work within ten days after receipt of notice to proceed, the following unit prices:

Description	Quantity	Unit Cost		Total Cost
Pavement Removal (Mill)	<u>60,000</u>	\$ <u>0.36</u>	/ SQ FT.	\$ <u>21,600.00</u>
SS1 Type Tack Coat	<u>400</u>	\$ <u>5.00</u>	/ GAL	\$ <u>2,000.00</u>
2-inch Type C Asphalt	<u>737</u>	\$ <u>108.00</u>	/ Ton	\$ <u>79,596.00</u>
Traffic Control & Signage	<u>1</u>	\$ <u>11,460.00</u>	/ Each	\$ <u>11,460.00</u>
Joint Sealer & Sand	<u>72</u>	\$ <u>6.00</u>	/ Ln Ft.	\$ <u>432.00</u>
Topsoil/Seed/Straw	<u>1</u>	\$ <u>1,652.00</u>	/ Each	\$ <u>1,652.00</u>
Striping	<u>10,000</u>	<u>1.10</u>	/ Ln Ft.	\$ <u>11,000.00</u>
Miscellaneous & Other Work	<u>1</u>	\$ <u>2,500.00</u>	/ Lp Sum	\$ <u>2,500.00</u>
Total Cost				\$ <u>130,240.00</u>

NOTES: _____

Authorized Signature:  Title: controller

McKnight-Litzinger to Parkside Dr



McKnight Parkside to Sonora Ave



McKnight-Sonora to Whitehall Ct



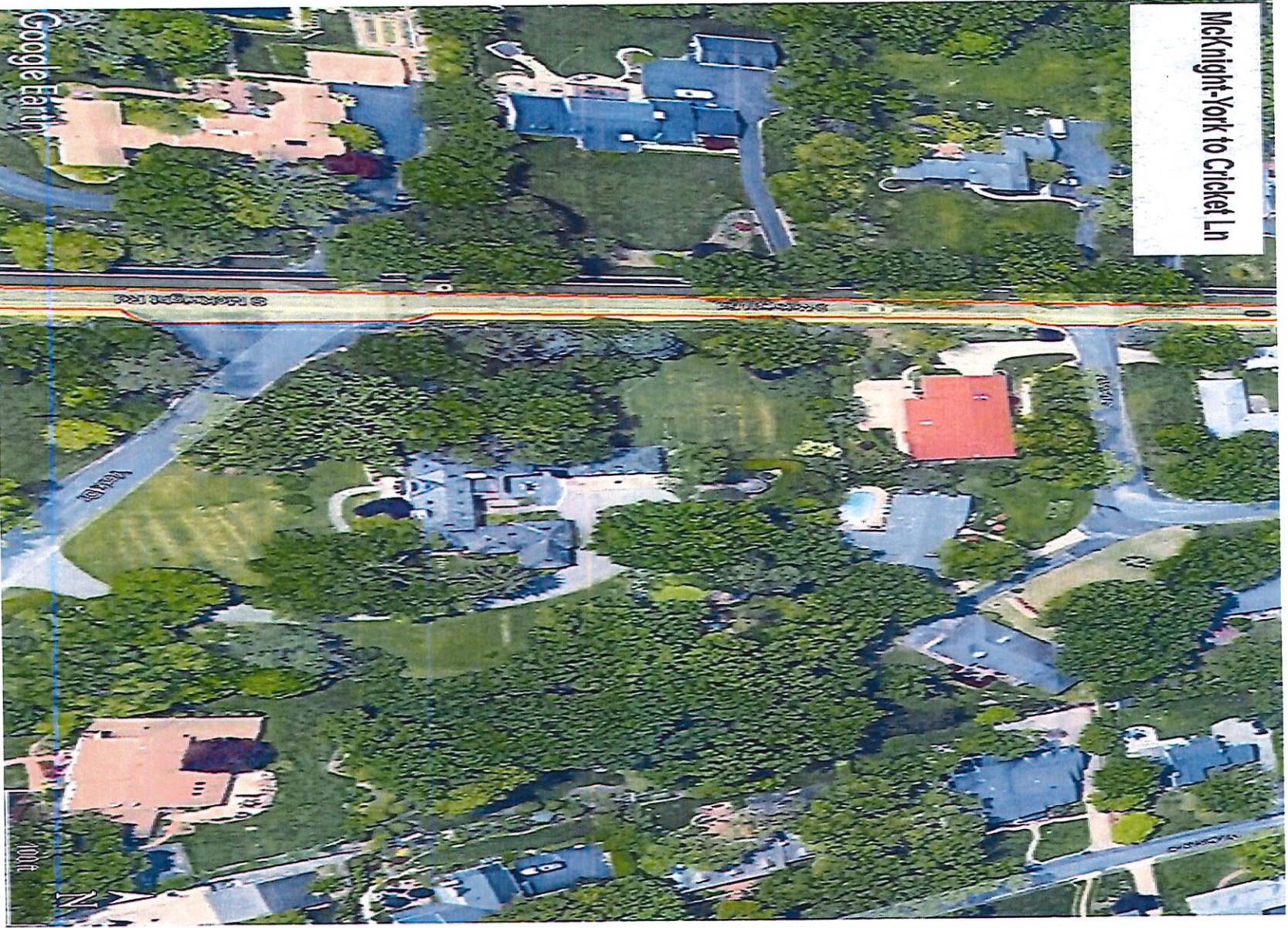
McKnight-Whitehall to York Hills Dr



McKnight-York Hills to York Dr



McKnight-York to Cricket Ln





S McKnight Rd (North bound lane from Litzinger Rd to York Dr) approximately 60,000 square feet

Company Name: Gershenson Construction Co., Inc.

2. **Litzinger Rd** (West bound lanes approaching McKnight Rd)

Date: 5-6-24

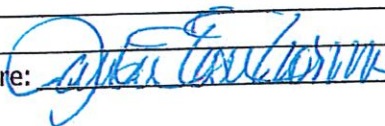
Mayor and Board of Alderman

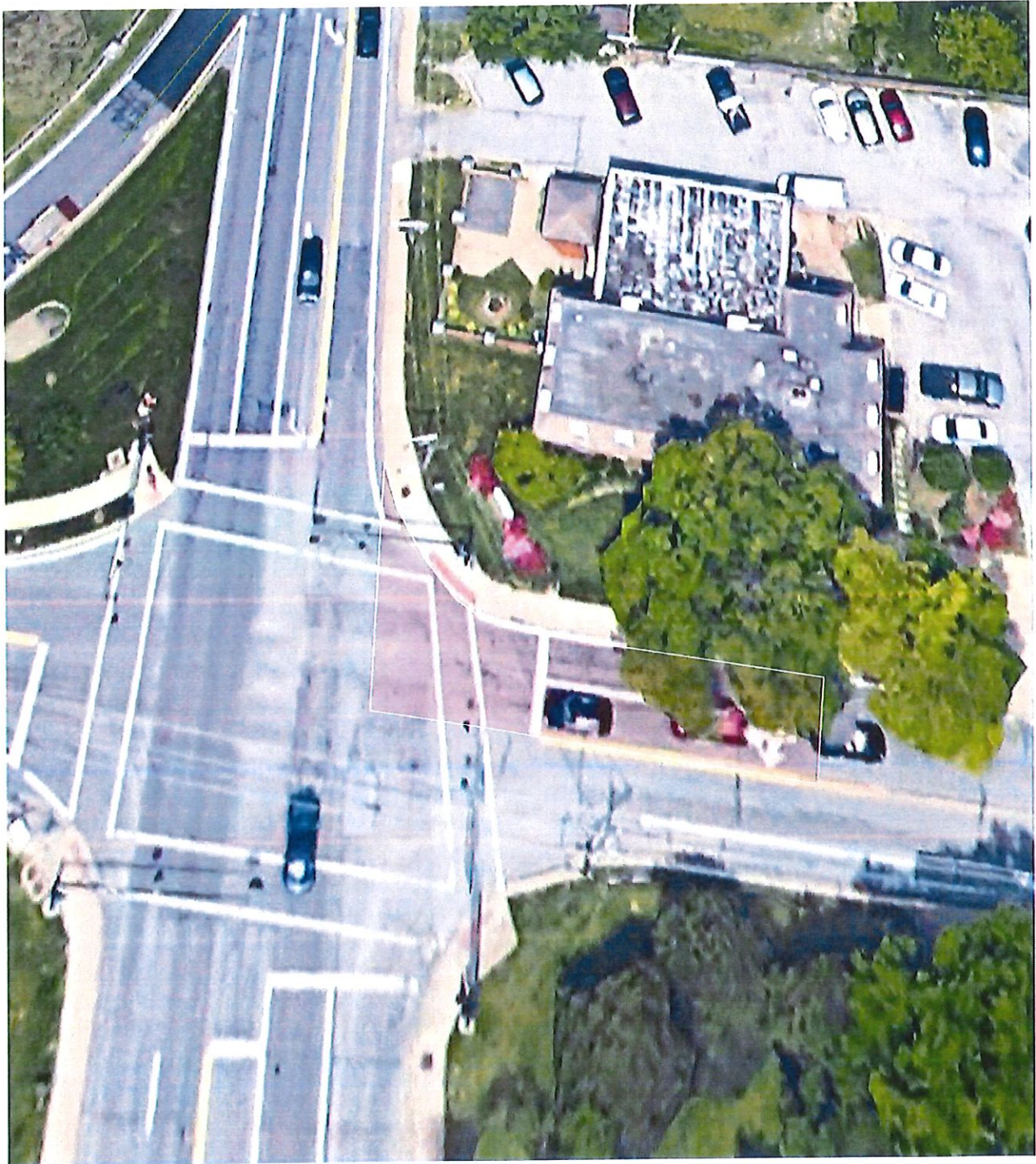
In accordance with the advertisement inviting bids for "CITY OF BRENTWOOD 2022 STREET PROJECT" in the City of Brentwood, subject to the conditions and requirements of the contract and scope of work, including Addenda #'s NA

And _____, hereto attached, which so far as they relate to the bid, are made a part of it, the undersigned here with propose to begin the specified work within ten days after receipt of notice to proceed, the following unit prices:

Description	Quantity	Unit Cost		Total Cost
Pavement Removal (Mill)	<u>2,033</u>	\$ <u>1.10</u>	/ SQ FT.	\$ <u>2,236.30</u>
SS1 Type Tack Coat	<u>25</u>	\$ <u>3.00</u>	/ GAL	\$ <u>75.00</u>
2-inch Type C Asphalt	<u>25</u>	\$ <u>200.00</u>	/ Ton	\$ <u>5,000.00</u>
Traffic Control & Signage	<u>1</u>	\$ <u>1,789.00</u>	/ Each	\$ <u>1,789.00</u>
Joint Sealer & Sand	<u>136</u>	\$ <u>5.00</u>	/ Ln Ft.	\$ <u>680.00</u>
Topsoil/Seed/Straw	<u>1</u>	\$ <u>551.00</u>	/ Each	\$ <u>551.00</u>
Striping	<u>1,500</u>	<u>1.10</u>	/ Ln Ft.	\$ <u>1,650.00</u>
Miscellaneous & Other Work	<u>1</u>	\$ <u>2,500.00</u>	/ Lp Sum	\$ <u>2,500.00</u>
Total Cost				\$ <u>14,481.30</u>

NOTES: _____

Authorized Signature:  Title: Controller



Litzinger Rd (West bound lanes approaching McKnight Rd) approximately 2033 square feet

Company Name: Gershenson Construction Co., Inc.

3. S McKnight Rd and Litzinger Rd (Southeast corner)

Date: 5-6-24

Mayor and Board of Alderman

In accordance with the advertisement inviting bids for "CITY OF BRENTWOOD 2022 STREET PROJECT" in the City of Brentwood, subject to the conditions and requirements of the contract and scope of work, including Addenda #'s NA

And _____, hereto attached, which so far as they relate to the bid, are made a part of it, the undersigned here with propose to begin the specified work within ten days after receipt of notice to proceed, the following unit prices:

Description	Quantity	Unit Cost	Total Cost
Pavement Removal (Mill)	<u>2,614</u>	\$ <u>1.10</u> /SQ FT.	\$ <u>2,875.40</u>
SS1 Type Tack Coat	<u>25</u>	\$ <u>4.40</u> / GAL	\$ <u>110.00</u>
2-inch Type C Asphalt	<u>33</u>	\$ <u>200.00</u> / Ton	\$ <u>6,600.00</u>
Traffic Control & Signage	<u>1</u>	\$ <u>1,789.00</u> / Each	\$ <u>1,789.00</u>
Joint Sealer & Sand	<u>200</u>	\$ <u>5.00</u> / Ln Ft.	\$ <u>1,000.00</u>
Topsoil/Seed/Straw	<u>1</u>	\$ <u>551.00</u> / Each	\$ <u>551.00</u>
Striping	<u>1,000</u>	<u>1.10</u> / Ln Ft.	\$ <u>1,100.00</u>
Miscellaneous & Other Work	<u>1</u>	\$ <u>2,500.00</u> / Lp Sum	\$ <u>2,500.00</u>
Total Cost			\$ <u>16,575.40</u>

NOTES: _____

Authorized Signature: _____

Title: controller



S McKnight Rd and Litzsinger Rd (Southeast corner) approximately 2614 square feet

In the event unsuitable sub-grade is found, the contractor shall provide a unit price per square yard to excavate the determined unsuitable sub-grade to a depth of 12 inches and replace with 3" to 4" crushed limestone rolled and compacted .
\$ 952.00 /square yard.

Contractor Voluntary Bid Alternates (if any)

The undersigned understands and agrees the quantities shown herein are estimated, that payment shall be made on a total project cost basis.

The undersigned understands and agrees that the City of Brentwood may, at its discretion, elect to add and/or delete quantities, at any time during the contract period.

The undersigned understands that items incidental to the project including but not limited to testing/certification, cleaning and sweeping and final cleanup are included in the above unit cost.

The undersigned has examined the location of the projects, and the scope of work, and has satisfied self as to work to be done and the conditions under which it must be carried out.

Suitable bid security in the amount of 10% Dollars (\$ _____) as called for in the Advertisement of Bids Accompanies this bid. This sum is to be forfeited to the City of Brentwood if the party making the bid fail to enter into contract after ten days of the award of contract has been made.

NAME OF BUSINESS Gershenson Construction Co, Inc.

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____

BUSINESS ADDRESS 2 Truitt Drive Eureka, MD 43025

TELEPHONE # _____

(IF CO-PARTNERSHIP)

FIRM NAME _____

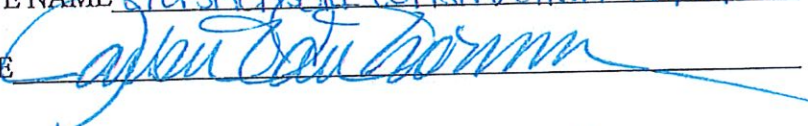
SIGNATURE 

BUSINESS ADDRESS _____

TELEPHONE # _____

(IF A CORPORATION)

CORPORATE NAME Gershenson Construction Co., Inc.

SIGNATURE 

BUSINESS ADDRESS 2 Truitt Drive Eureka, MD 63025

TELEPHONE # (636) 938-9595

BID FORMS- Contractor is to complete the 2024 Bid Proposal Forms for the quantities specified and enter the subtotal values for the Bid Proposal for each street into the Bid Tabulation Form summary which lists all three (3) streets for consideration. The successful Bidder will be required to provide all three (3) Bid Forms if only the Bid Tabulation Form summary is submitted with the sealed bid. The bid Totals from the Bid Tabulation Form summary will be read aloud to determine the apparent low bid and prepare the bid tab. Bid Forms are provided as a separate MS Excel document.

Contract Agreement

THIS AGREEMENT made and concluded this 20TH day of May, 2024 by and between Gerhsenson Construction, herein after called the "Contractor" and the City of Brentwood, Missouri, herein called the "City".

WITNESSED THAT, whereas the Board of Alderman of the City of Brentwood by motion adopted at a meeting held on May 20, 2024, and by virtue of the authority vested in said Council, has awarded to the contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK

The Contractor shall provide all work incidental to the furnishing of all material, equipment, and labor to undertake the City of Brentwood 2024 Asphalt Projects in accordance with the Scope of Work and specifications prepared by The City of Brentwood, and terms of this contract for the City of Brentwood.

The owner shall have representatives at the site as he may decide during construction to observe the work in progress.

Article 2. TIME OF COMPLETION

Work on the City of Brentwood 2024 Asphalt Projects must begin around June 3, 2024 and shall be carried on at a rate to secure its substantial completion by August 31, 2024. This date may be adjusted by the City Administrator as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond six (6) months from date of contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is of the essence of this agreement and in the event said work is not completed on or before the date named above for its completion, the contractor shall pay Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Department for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named.

Extensions of time granted by the owner for completion of the contract because fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the City Administrator, shall be reported to them in writing to the owner, and shall be withheld from any money due the contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this contract are duly and properly declared or imposed against the contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the contractor under the contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE

The City shall give the contractor the option upon completion of each individual asphalt project, or the completion of the total asphalt project, to bill for the total project or each individual project as stated in the bid proposal. The City shall pay to the contractor for the performance of the work a sum not to exceed the total cost as shown on: ATTACHED BID SHEET.

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the completion of each asphalt project.

Article 4. PAYMENTS TO CONTRACTOR

At least fourteen (14) days before the Board of Alderman meeting at which payment for the completion of each individual project or total project shall be presented for approval, the contractor will submit to the City a payment request filled out and signed by the contractor covering the work performed during the period covered by the payment request and supported by such data as the City may reasonably require. The City will within ten (10) days following the Board of Alderman meeting at which the pay request can be put on the agenda, pay the contractor the requested bid proposal amount.

No payment request shall be made without an inspection and the approval of each individual asphalt project. The contractor and the Public Works Supervisor or his representative shall inspect each asphalt project before approval is made.

When the work provided for under this contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the city, final payment shall be made based on price stated.

From the final payment shall be retained all monies expended by the City according to the terms of the contract, and hereunder chargeable to the contractor, all monies payable to the City, as liquidated damages, and all deductions provided by the contract, state laws, or ordinances of the City of Brentwood.

Article 5. GUARANTEE

The contractor and his surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors, or assigns, to make all replacements which may become necessary within that time due to nonconformity with the specifications. Whenever notified by the City that said replacements are required, the contractor shall, at once, make the same as directed, and at his own expense. If the contractor does not proceed with such replacements within five (5) days of receipt of written notice, the City shall have the power to cause the same to be made and to charge the cost thereof to the contractor. Nothing in this section is intended as a maintenance guarantee.

Article 6. INSURANCE

The contractor will be required to furnish Public Liability and Property Damage insurance in the amounts as specified in the general conditions and coverage to name the City of Brentwood, Missouri, in addition to the contractor, so that the City of Brentwood is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the contractor and the City. The contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE

It is the responsibility of the contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

- 285.530 RSMo. Work Authorization
- 292.675 RSMo. OSHA Training
- 34.353 (et seq.) RSMo. American Products
- 290.210 – 290.340 RSMo. Prevailing Wage

It is the sole responsibility of the contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the contractor.

Article 8. THE CONTRACT DOCUMENTS:

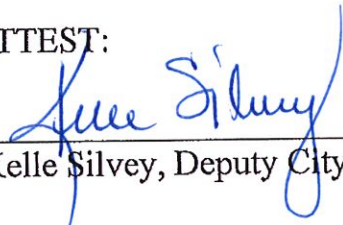
The Advertisement, Information for Bidders, the Specifications, including Addenda Number (Addenda Not Applicable), the Bid, and Bonds, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in three (3) counterparts, each of which shall, for all purposes, be deemed an original.

CITY OF BRENTWOOD MISSOURI
(Owner)

By 
(David A. Dimmitt, Mayor)

ATTEST:


(Kelle Silvey, Deputy City Clerk)



Gershenson Construction, LLC
(Contractor)

By _____

ATTEST:

(Title)

BID SHEET FOR CITY OF BRENTWOOD 2024 ASPHALT PROJECTS

BASE BID

AREAS	BID PROPOSAL
1. S McKnight Rd (North bound lane from Litzsinger Rd to York Dr)	<u>\$ 119,240.00</u>
1a. S McKnight Rd (North bound lane from Litzsinger Rd to York Dr)	<u>\$ 11,000.00</u>
2. Litzsinger Rd (West bound lanes approaching McKnight Rd)	<u>\$ 12,831.30</u>
2a. Litzsinger Rd (West bound lanes approaching McKnight Rd)	<u>\$ 1,650.00</u>
TOTAL BASE BID PROPOSAL	<u>\$ 144,721.30</u>

ALTERNATE BID AREAS

3. S McKnight Rd and Litzsinger Rd (Southeast corner)	<u>\$ 15,425.40</u>
3a. S McKnight Rd and Litzsinger Rd (Southeast corner)	<u>\$ 1,100.00</u>
TOTAL ALTERNATE BID PROPOSAL	<u>\$ 16,525.40</u>

TOTAL COMBINED BID PROPOSAL **\$ 161,246.70**

UNSUITABLE SUBGRADE **\$ 952.00**

AFFIDAVIT of COMPLIANCE

Section 285.530.2

State of Missouri) ss

County of St. Louis)

Now this 6th day of May, 2024, the undersigned,
being first duly sworn, deposes and says:

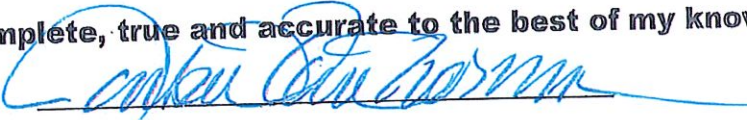
1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of Gershenson Construction Co., Inc.
(name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of Gershenson Construction Co., Inc.
(name of business entity, same as above)
4. I state and affirm that Gershenson Construction Co., Inc is enrolled and is
(name of business entity, same as above)
currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Gershenson Construction Co., Inc. does not knowingly employ
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, Gershenson Construction Co., Inc. has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.
(name of business entity, same as above)

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of e-verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.



Authorized Agent, Partner, Owner or Officer

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Human Relations Director

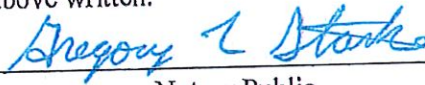
This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.

FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 6th day of May in the year 20 24, before me, Gregory L. Starke
a Notary Public in and for said State, personally appeared Jackie Van Norman, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the
county and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

4-4-26

GREGORY L. STARKE.
Notary Public - Notary Seal
STATE OF MISSOURI
County of St. Louis
My Commission Expires: Apr. 04, 2026
Commission #22365672



Company ID Number: 192832

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Gershenson Construction Co., Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 192832

Approved by:

Employer Gershenson Construction Co., Inc	
Name (Please Type or Print) Gail R Cundiff	Title
Signature Electronically Signed	Date 02/24/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/24/2009



Company ID Number: 192832

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Gershenson Construction Co., Inc
Company Facility Address	2 Trullt Drive Eureka, MO 63025
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	431203358
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 192832

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1



Company ID Number: 192832

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Taylor VanNorman
Phone Number	6365490218
Fax	
Email	tvannorman@qershenson.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gershenson Construction Co., Inc.
#2 Truitt Drive
Eureka, MO 63025

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Brentwood

Brentwood, MO

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2024 Asphalt projects

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2024

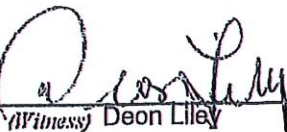


(Witness)

Gershenson Construction Co., Inc.
(Principal) _____ (Seal)

By: 

(Title) Contractor



(Witness) Deon Liley

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)

By: 

(Title) Taffra S. Holman Attorney-in-Fact

Surety Phone No. 860-277-0111



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Dennis D. Flatness, Dennis W. Lutz, Taffra S. Holman, Susan M. Stefanski, and Barbara J. Lemm, of St. Louis, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of May, 2024



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**