

**Asbestos remediation of old City Hall (6140 N. Hanley Rd)**  
**Bid #938**  
**City of Berkeley, 8425 Airport Road**  
**Berkeley Missouri 63134**  
**314-524-3313**

Bids shall be submitted in a sealed envelope clearly marked  
**"BID #938 - REMEDIATION OF 6140 NORTH HANLEY ROAD"** on the outside.

**Bid Opening Date, Wednesday, October 11, 2023, at 11:30 AM**  
**At which time the bid will be opened and publicly read aloud**



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## INVITATION TO BID

The City of Berkeley, Missouri will accept sealed bids until Thursday, **October 11, 2023 at 11:30 A.M.**, local time, In the City Clerk's office at City Hall, 8425 Airport Road, Berkeley, Missouri, for the Remediation of the former City Hall, located at 6140 North Hanley Road, Location number #11K341240.

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 **"REMEDIATION OF 6140 N. HANLEY ROAD " - BID #938**

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 938**

Notice is hereby given that the City of Berkeley, Missouri, will accept the sealed bids for Remediation and Removal of 6140 North Hanley Road 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 **October 11, 2023, at 11:30 AM**, at which time the bids will be publicly opened and read. Bids must be in sealed envelopes and plainly marked:

**BID NO. 938 : REMEDIATION OF 6140 N. HANLEY ROAD.**

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, 8425 Airport Rd, Berkeley Missouri, 63134; via email at [nathan@berkeleymo.us](mailto:nathan@berkeleymo.us) .

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Nathan Mai-Lombardo, City Manager

## BID PROCESS SCHEDULE

### Dates

1. Walk-through of structure:  
Tuesday, October 3, at 9:00 a.m.
2. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid.  
Friday, October 6, 2023, 10:00 a.m.
2. Addendums will be posted on the City of Berkeley Website:  
<http://berkeleymo.us>
3. Submittal Deadline for Bid: Wednesday, October 11, 2023, at 11:30 AM
4. Bid Opening: Wednesday, October 11, 2023, at 11:30 AM

If a final Addendum is needed it will be posted on the website by 5:00, p.m. on Friday, October 6, 2023, 10:00 a.m.

**REMEDICATION OF 6140 N. HANLEY ROAD  
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 **“Remediation Of 6140 N. Hanley Road ”** 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: (ASBESTOS/LEAD ABATEMENT) \$** \_\_\_\_\_

## COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

# **PROJECT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day \_\_\_\_\_ 2023, by and between the City of Berkeley (a municipal corporation organized and existing under the laws of the State of Missouri), hereinafter called the "Owner" and \_\_\_\_\_ (a partnership, corporation or an LLC) hereinafter called the "Contractor" and the City of Berkeley, Missouri.

WITNESSETH, that the Contractor and the City of Berkeley, Missouri for the considerations stated herein agree as follows:

STATEMENT OF WORK: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, and services and perform and complete all work required for the Remediation and removal of asbestos containing materials in the structure located at 6140 N. Hanley Road, within the City of Berkeley, Missouri; and site restoration, traffic control measures and any and all required supplemental work for completion of the project in accordance with the Contract documents.

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

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

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

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

Attest: \_\_\_\_\_

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 \_\_\_\_\_, 2023, enter into a contract with the City of Berkeley for "Remediation of 6140 North Hanley Road."

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.

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Printed Name

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Signed

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Position

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Date

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

## AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

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

### Affirmative Action Plan

1. Name and address of your organization: \_\_\_\_\_
2. Name and position of person completing this report \_\_\_\_\_
3. We do not wish to be on your prime vendor list and is returning this form incomplete:  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Do you consider your organization to be an Equal Employment Opportunity Employer?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. Are you part of or a division of a larger parent organization? \_\_\_\_\_ If Yes, please give  
parent organization name and home office address:  
\_\_\_\_\_  
\_\_\_\_\_
6. How many employees were on the payroll last pay period? Full Time \_\_\_\_\_  
Part Time \_\_\_\_\_
7. How many women were on the payroll? Full Time \_\_\_\_\_ Part Time \_\_\_\_\_
8. How many minorities were on the payroll?  
Full Time Male Minority employees: \_\_\_\_\_  
Full Time Female Minority employees: \_\_\_\_\_  
Part Time Male Minority employees: \_\_\_\_\_  
Part Time Female Minority employees: \_\_\_\_\_
9. Does your organization include in its employment advertising a phrase similar to: "*We are an Equal Employment Opportunity Employer*" or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future Yes \_\_\_ No \_\_\_\_\_
10. Does your organization or you parent organization have an Affirmative Action Plan?  
Yes \_\_\_ No \_\_\_\_\_ If Yes, please supply a copy of the current plan.
11. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please supply the name, title, phone number and \_\_\_\_\_ address \_\_\_\_\_ for \_\_\_\_\_ future \_\_\_\_\_ correspondence.  
\_\_\_\_\_  
\_\_\_\_\_

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

## **FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

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

## **OSHA TRAINING REQUIREMENTS**

Missouri Law, 292.675 RSMO, Requires the awarded contractor and its subcontractor(s) to provide a ten-hour (10) Occupational Safety and Health Administration (OSHA) construction safety program (or a similar program approved by the Missouri department of labor and industrial relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). the awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour (10) program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. penalties for non-compliance include contractor forfeiture to the city of Berkeley in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time-period for required program completion under 292.675 RSMO.

## INSURANCE

### Contractor's and Subcontractor's Insurance.

1. The Contractor shall purchase and maintain such insurance as will protect him AND THE CITY OF BERKELEY AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by a subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:
  - a. Claims under Workmen's Compensation disability benefit and other similar employees' benefits acts.
  - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
  - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
  - d. Claims for damages insured by usually personal injury coverage which are sustained:
    - By any person because of an offense directly or indirectly related to the employment of such person by the Contractor.
    - By any other person
  - e. Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefore.
2. **CERTIFICATES OF INSURANCE** which is acceptable to the CITY shall be filed with the CITY prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.
3. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
  - a) **CONTRACTOR'S General Public Liability and Property Damage Insurance** including vehicle coverage issued to the Contractor and protecting him for from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract documents, whether such operations be by himself or by any Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from or sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.

- b) The Contractor shall acquire and maintain if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the CITY, the Contractor, and Subcontractor, as their interest may appear. This provision shall in no way release the Contractor of Contractor's surety from obligations under the Contract Documents to fully complete the project.
- 4. The Contractor shall procure and maintain, at his own expense, during the Contract time, in accordance with the provision of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the contractor shall require such Subcontractor similarity to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workman's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
- 5. The Contractor shall secure, if applicable, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contractor Price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the CITY. The policy shall name as the insured the Contractor, The Engineer, and the City of Berkeley.

## GENERAL CONDITIONS

1. "OWNER" and/or "CITY" refers to the City of Berkeley, Missouri and its premises and employees. In case of any discrepancy between the General Conditions and the Special Provisions, the General Conditions shall govern.
2. Bidders must use the bid form(s) provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give total price quote, and sign the bid. Identify your bid on the envelope by listing the item bid, the number if appropriate, and the date of opening. If you do not care to bid, please return any plans, specifications, and bid sheet(s) and note your reason.
3. Furnish specifications, descriptive literature, and diagrams whenever appropriate. 4. Whenever products or materials of any producer or manufacturers are mentioned in our specification, such products or materials mentioned are intended to be descriptive of type of type or quality and not restrictive to those items mentioned.
3. Vendor supplying materials directly to the City should not include Federal Excise Tax or Sales Tax and/or Use Tax in bid prices, as the City is exempt from these Taxes by law. In the case of bids submitted by contractors to the City, all Federal Excise Tax or Sales Tax and Use Tax on the materials purchased by the sub-contractor are the sole responsibility of the contractor and the City's tax exemption will not apply to these purchases.
4. The time of delivery or work starting dates should be listed on the bid form, as these dates may be taken into consideration in making the award.
5. The City of Berkeley reserves the right to cancel all or part of bids if delivery is not made or work is not started as guaranteed. In case of delay the vendor or contractor must notify the Purchasing Agent, who may grant additional time for delivery when the buyer is at fault or if she is satisfied that the delivery, is beyond the control of the vendor. Such grant must be in writing and made part of the bid. Failure to deliver as guaranteed may disqualify bidder for future bidding, and an alternate supplier could be used.
6. Inspection of delivery will be made at the delivery point, unless otherwise specified. Materials must be properly packaged. Damaged materials will not be accepted. Rejected materials will be returned to the vendor at the vendor's risk and expense.
7. All Tables, Contract Documents, and Reports of Data submitted by Contractor to City of Berkeley under the terms and conditions of the Contract shall be and remain the sole property of City of Berkeley. All quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract are estimates only. Contractor is responsible to verify all quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract. The Contractor certifies that the Owner and City cannot and will not be held responsible for variations in the above items.
8. Contractor shall secure, at their own expense, all personnel, materials, equipment, labor, and whatever else is required to perform all services under the terms and conditions of this Contract.
9. Contractor shall obtain the prior written approval of City of Berkeley if any subcontractors employed by Contractor are to perform work and services under the terms and conditions of the Contract. All contracts entered between Contractor and subcontractors for material or labor shall bind subcontractor to Contractor and City of Berkeley in the same manner and to be the same extent as Contractor is bound to City of Berkeley by this Contract, where such is possible and reasonable. No subcontract shall, under any circumstances, relieve the Contractor of his liabilities and obligations under his Contract and all transactions with City of Berkeley must be through Contractor. Subcontractors will be recognized only in the capacity of workmen and shall be subject to the same requirements as to character and competence.



10. OWNER or its authorized representative shall have general supervisory power over all work to be done under this Contract and shall have sole and final determination over all questions or disputes of any nature arising out of or related to this Contract.
11. Contractor shall not, without the prior written consent of the City of Berkeley assign, transfer, or otherwise dispose of this Contract nor any claim thereunder, nor any interest therein, nor any monies due or to become due thereunder.
12. Contractor shall indemnify and hold harmless the City of Berkeley, its officers, agents and employees from all complaints or suits made or brought for injury to persons or property caused by Contractor, its agents, employees or independent contractor in the performance of work and services under this Contract.
13. The City may terminate the whole or any part of this Contract if Contractor fails to perform any term or conditions of this Contract, or fails to prosecute the work to endanger the timely performance of the Contract, either determination to be made solely by the City. Upon the making of either determination, the City shall notify
14. Contractor in writing of such determinations, and shall give Contractor ten (10) days to perform or correct the failing. Contractor shall be deemed to have defaulted in its Contract if it fails to perform or correct the failing within the ten (10) day period. City of Berkeley may thereupon procure, upon such terms and conditions and in such manner as it deems appropriate, work and services like the work and services so terminated. In such an event, Contractor shall be liable and shall pay City of Berkeley, from time to time, upon demand, all monthly costs expended by Contractor which are more than the monthly costs which would have been paid to Contractor if Contractor's performance was to have continue under this Contract for the Contract term.
15. Owner may terminate the whole or any part of this Contract without cost to Owner or to Contractor in cases where acts of God, fire, flood, tornadoes, earthquakes or other natural causes, enemy attacks, sabotage or other hostile actions, riots or civil disorders, strikes, or any other condition(s) beyond the control of Owner render the services of Contractor impossible or unreasonably difficult to perform, either determination to be made solely by the City.
16. The rights and remedies of Owner provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and as provided by Contractor's faithful Performance bond.
17. During the performance of the Contract, Contractor agrees as follow: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. Contractor shall take affirmative action to make sure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
18. In the event of Contractor's non-compliance with the provisions of this clause, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further City of Berkeley contracts. The rights and remedies of the
19. Owner provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or provided by law.
20. Contractor shall furnish top quality equipment, tools and supplies for the performance of this contract.
21. Contractor and its employees or agents, shall at no time, for any reason whatsoever permit or cause any obstruction to the movement of authorized persons with entering, or exiting adjacent right-of-way(s), or infringe upon areas of the property/properties or other property owners not within the designated work zone without prior written approval from the Owner or the Owner's designated representative.

22. Contractor shall make no alterations or changes in the premises, nor shall it add any utility services nor shall it install or cause to be installed any sign on the premises without the written approval of the City.
23. Any damage to the premises caused by any act or omission of the Contractor, its employees or agents shall be repaired as soon as possible. The Owner reserves the right to allow the
24. Contractor to do the repairs, or the Owner will have the repairs completed and bill the contractor for all costs incurred.
25. Contractor will not permit any action on the premises that has an adverse effect or interferes with the proper functioning of any mechanical, electrical or drainage system, sanitary sewer system or any facility provided for the protection of the public, unless specifically allowed as part of the Plans and/or Specifications, or approved in writing by the City.
26. Contractor shall be responsible for careless workmanship. If a task is not performed to produce the specified, standard result, it shall be re-done at the Contractor's expense.
27. Rework shall be performed as an "extra" and shall not interfere with nor detract from the performance of regular, scheduled work.
28. Holidays: No services shall be performed on the following days:

**New Year's Day  
Dr. Martin Luther King Day  
Memorial Day  
Independence Day (July 4)  
Labor Day  
Veteran's Day  
Thanksgiving Day (Thursday and Friday)  
Christmas Eve and 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. Performance/Payment Bond Form
- d. Itemized Bid Prices in Chart of Work
- e. Structure Bid Sheet
- f. Asbestos/Lead Bid Sheet
- g. Total Bid Price Form
- h. Company Information
- i. Affirmative Action Statement
- j. Affirmative Action Questionnaire
- k. Specifications for Remediation/Additional Information Form

## SPECIFICATIONS FOR REMEDIATION

PLEASE READ CAREFULLY AND INITIAL EACH ITEM

**SUBMIT THIS FORM WITH BID NO. 938**

- The Contactor 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. \_\_\_\_\_
- 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 other facilities, of which the temporary removal may be required by the proposed work, shall a permit be granted for the remediation of a building or a structure. \_\_\_\_\_
- Plan rolls and city files will be removed prior to Remediation for digitization.
- A "Letter of Permit" from St Louis County Department of Health, Division of Environmental Protection shall accompany Berkeley's Remediation Permit Application \_\_\_\_\_
- Provide Copies of St Louis County Department of Health "Remediation of Waste" permit with each Berkeley Remediation Permit Application \_\_\_\_\_
- Remediation Permits shall be obtained at **no cost** to the bidder and will be issued at the Inspections Office, 8425 Airport Road, Berkeley MO 63134. \_\_\_\_\_
- 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 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.**\_\_\_\_\_
- 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/Lead 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 asbestos/lead abatement on a separate bid sheet (**Attachment #1**) \_\_\_\_\_
- Landfill receipts shall be attached with final invoices. \_\_\_\_\_
- Wet Remediation is 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. 938:**  
**ADDITIONAL INFORMATION**

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

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 Remediation requirements.

**SCOPE OF WORK:**

• Contractor to remove the following asbestos-containing materials (ACM's) in the amounts and locations specified in the Bulk Sampling Report:

- |                                     |   |
|-------------------------------------|---|
| ○ 9" floor tile and mastic (red)    | ○ Interior/exterior window glazing        |
| ○ 12" floor tile and mastic (white) | ○ TSI pipe insulation and mudded fittings |
| ○ Ceiling tile and adhesive (brown) | ○ Boiler insulation adhesive              |
| ○ Drywall system                    | ○ Flue packing                            |
| ○ Stair tread mastic                | ○ Tank insulation                         |
| ○ Exterior/interior door caulk      |   |

- Work areas will be sealed off during removal operations.
- All workers are trained and certified to handle asbestos.
- All asbestos to be properly wetted during removal and placed in 6 mil burial bags.
- All asbestos debris to be taken to an EPA approved sanitary landfill for disposal.
- Negative air, high efficiency particulate air (HEPA) equipped filtering machines to be used to filter the air during the removal process.
- Air samples to be taken upon completion of the project to ensure clean air has been achieved.
- Samples to be taken by an independent, third-party technician.
- Air clearance samples to be performed by a Missouri Licensed Air Technician.
- Owner to remove all molding, furniture and any fixtures necessary to access all of the flooring to be removed.
- All work areas to be HEPA vacuumed after the work is completed.
- Contractor to prepare the required Ten (10) day notification to St. Louis County.
- The proposed pricing is valid for Sixty (60) days from posted date of this request.

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

I have read all the above **Specifications for Remediation**, 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.

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**Company's Name**

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**License**

---

**Date**

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# ASBESTOS/LEAD ABATEMENT BID SHEET (Attachment #1)

## BID FORM

PROJECT NO. 938

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 REMEDIATION OF 6140 NORTH HANLEY ROAD 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	Bid Price
11K341240	6140 N. Hanley Rd	13,946	Municipal building	

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 (2023)



Exterior:



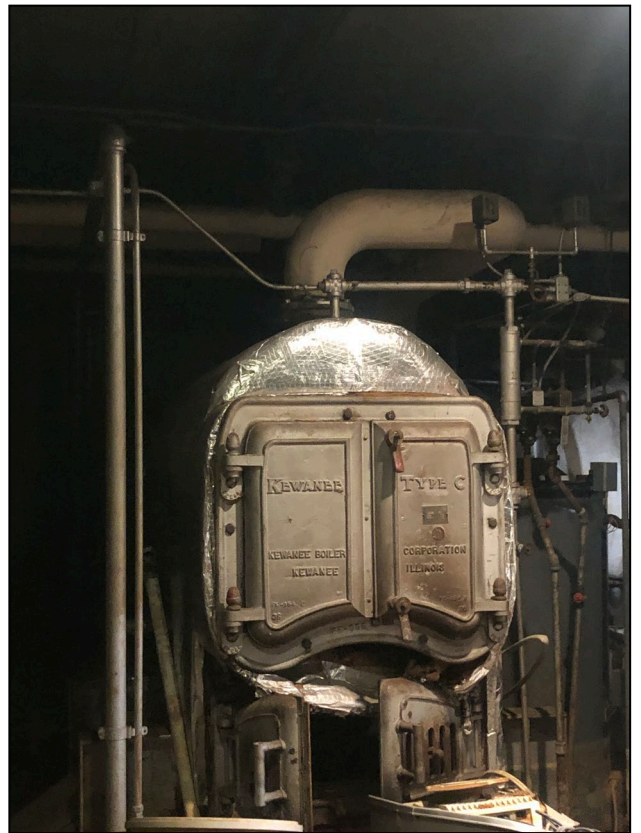


**Interior:**



(plan rolls/files will be removed separately and digitized)







## **SUMMARY OF FINDINGS FROM ADVANCED ENVIRONMENTAL SERVICES**

**ASBESTOS BULK SAMPLING REPORT:**

**FORMER CITY OF BERKELEY CITY HALL  
6140 NORTH HANLEY ROAD  
BERKELEY, MISSOURI 63134**



***PREPARED FOR:***

**ADVANCED ENVIRONMENTAL SERVICES  
3100 GRAVOIS AVENUE  
ST. LOUIS, MO 63118**

***PREPARED BY:***

**ENPAQ, LLC  
3130 GRAVOIS AVENUE  
ST. LOUIS, MO 63118**

**SEPTEMBER 2023**

**ENPAQ PROJECT NUMBER 23-192**

**DOCUMENT TO BE RETAINED INDEFINITELY**



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## EXECUTIVE SUMMARY

This Asbestos Bulk Sampling Report was conducted by ENPAQ, LLC for Advanced Environmental Services in accordance with United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAPs) regulations following the Occupational Safety and Health Administration (OSHA) asbestos survey requirements. The subject property, Former City of Berkeley City Hall, is located at 6140 North Hanley Road, St. Berkeley, MO 63134. Per earlier conversations with the Owner, we understand it is the Owner's intent to demolish the structure.

Asbestos bulk sampling was conducted by ENPAQ representatives Anthony Hagerty, James Earle and Zachary Haselhorst on August 16-18, 2023. The ENPAQ inspection team are Environmental Protection Agency (EPA) trained and Missouri Department of Natural Resources (MDNR) licensed asbestos building inspectors (*Appendix - D Personnel and Laboratory Certifications*). Detailed descriptions of the asbestos samples results are presented in the tables within sections 2.1 and 2.2 *Positive and Negative Bulk Sample Results*.

Laboratory results indicate the presence of the following asbestos-containing materials at the subject property:

9" Floor Tile and Mastic- Red- Single Layer- Under Carpet	Drywall System (Texture) Exterior Window Caulk- Brown
9" Floor Tile and Mastic- Red- Double Layer- Under Carpet	Interior Window Caulk- Gray
12" Floor Tile- White- Double Layer	Interior Window Glazing- Gray
12" Floor Tile and Mastic- White- Single Layer	Exterior Window Caulk- Gray Exterior Door Caulk- Brown
Stair Tread Mastic- Brown	Exterior Door- Interior Door Caulk- Gray
1'x1' Ceiling Tile Adhesive- Brown	Exterior Expansion Caulk- Gray

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ENPAQ, LLC  
3130 Gravois Avenue  
St. Louis, MO 63118

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Asbestos Bulk Sampling Report  
6140 North Hanley Road  
Berkeley, MO 63134

## SECTION 2 FINDINGS

This section presents the results of the survey.

### 2.1 POSITIVE ASBESTOS BULK SAMPLE RESULTS

*Table 1 Asbestos Containing Materials*

Description	Location	Friable / Non-Friable	Estimated Quantity
9" Floor Tile and Mastic- Red- Single Layer- Under Carpet	North Assembly Room, Closet 1, Room 3, Room 5, Room 14, SE Hall, Room 15	Non-Friable	2,871 SF
9" Floor Tile and Mastic- Red- Double Layer- Under Carpet	North Hall, Room 1, Room 2, Room 4, Room 6, Center Hall, Room 7, Room 8, Room 11, South Hall, Room 12, Room 13, Room 16	Non-Friable	5,000 SF (1 Layer Quantified)
12" Floor Tile- White – Double Layer	Firehouse Closet	Non-Friable	100 SF (1 Layer Quantified)
12" Floor Tile and Mastic- White – Single Layer	Firehouse Addition	Non- Friable	3,168 SF
*1'x1' Ceiling Tile Adhesive- Brown	North Hall, North Foyer, Room 1, Room 2, Room 3, Room 4, Room 5, Room 6, Center Hall, Room 7, Room 10	Non-Friable	5,025 SF
Drywall System (Texture)	Throughout	Friable	4,176 SF
Stair Tread Mastic- Brown	Firehouse Addition	Non-Friable	120 SF

Description	Location	Friable / Non-Friable	Estimated Quantity
Exterior Door- Interior Door Caulk- Gray	Exterior Doors	Non- Friable	350 LF
Interior Window Caulk- Gray	Firehouse Addition	Non- Friable	300 LF
Interior Window Glazing- Gray	Firehouse Addition	Non- Friable	350 LF
Exterior Window Caulk- Gray	Firehouse Addition	Non- Friable	300 LF
Exterior Window Caulk- Brown	Exterior Windows- North	Non- Friable	800 LF
Exterior Door Caulk- Brown	Exterior Doors	Non- Friable	350 LF
Exterior Expansion Caulk- Gray	Exterior	Non- Friable	70 LF
TSI Pipe Insulation and Mudded Fittings	Throughout (Significantly Damaged)	Friable	900 LF (Visible)
Boiler Insulation Adhesive- White	Boiler Room	Non- Friable	302 SF
Flue Packing	Boiler Room	Non- Friable	64 SF
Tank Insulation- White/Gray	Boiler Room	Friable	160 SF

## 2.2 NEGATIVE ASBESTOS BULK SAMPLE RESULTS

*Table 2 Non-Asbestos Containing Materials*

Description	Location
Carpet Mastic	Throughout
2'x4' Ceiling Tile- Smooth	Assembly Room
2'x4' Ceiling Tile- Fissured	Throughout
2'x4' Ceiling Tile- Vertical Fissured	Firehouse Addition
2'x4' Ceiling Tile- Peck Pattern	Restroom 1 and Restroom 2
4" Cove Base- Gray	Throughout
4" Cove Base- Brown	Throughout
4" Cove Base- Black	Room 12 and Room 15

ENPAQ, LLC  
3130 Gravois Avenue  
St. Louis, MO 63118

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Asbestos Bulk Sampling Report  
6140 North Hanley Road  
Berkeley, MO 63134

Description	Location
Wall Panel Adhesive- Brown	North Hallway and Center Hallway
Plaster System	Throughout
Ceramic Wall Tile	Restrooms
6" Ceramic Floor Tile	NE Foyer
Terrazzo Floor- White	Restroom 1 and Restroom 2
Fireproof Caulk- Red	Room 6
Interior Door Caulk- White	Throughout
Interior Window Frame Caulk- White	North Rooms
Exterior Window Glazing- White	North Windows
Exterior Window Glazing- Gray	Firehouse Addition
NE Foyer Caulk- Brown	NE Foyer
Concrete Expansion Caulk- Black	Exterior Firehouse Addition
Interior Boiler Insulation- Gray	Boiler Room
Fire Brick- Beige	Boiler Room
Roof	Exterior Roof
Roof Flashing	Exterior Roof



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## CONCLUSIONS/RECOMMENDATIONS

### ASBESTOS

Removal of all ACM building materials that are friable and non-friable that may be rendered friable during renovation/demolition activities, should be conducted prior to any renovation/demolition activities in accordance with, but not limited to:

- St. Louis County Air Pollution Control Asbestos Rules and Regulations;
- Missouri Department of Natural Resources Abatement Rules and Regulations;
- OSHA 29 CFR 1926.1101;
- National Emission Standards for Hazardous Air Pollutants (NESHAPs); and
- EPA Interpretive Rule Governing Roof Removal Operations 40 CFR Part 61 App A to Sub M.

The 1'x1' ceiling tile adhesive was identified by the laboratory as containing less than 1% tremolite asbestos content. St. Louis County asbestos regulations require samples containing less than 1% asbestos to be point counted in accordance with EPA method "Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763, Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy with Gravimetric Reduction. Quantitation using 400 Point Count Procedure."

**\*Point counting of the samples currently being analyzed by the laboratory.**

Although the ceiling tile adhesive is not regulated asbestos containing materials by St. Louis County, OSHA does regulate asbestos levels regardless of identified concentration (even less than 1%) by 29 CFR 1926.1101. As such, OSHA will require protection of workmen, other trades, and building occupants from exposure to asbestos.