

City of Arnold

INVITATION FOR BID

Project Name: Demolition/Land Clearance and Asbestos Abatement

Point of Contact: Derrick Redhead

Telephone Number: 636-282-6673

E-Mail: dredhead@anroldmo.org

RETURN BID NO LATER THAN: October, 10, 2017 10 AM CST

RETURN BID TO: **Tammi Casey, City Clerk**
2101 Jeffco Blvd
Arnold, MO 63010

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The bidder further agrees that upon receipt of an authorized purchase order from the City of Arnold or when this document is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the City of Arnold. This IFB and subsequent addenda becomes part of the contract and is binding on successful bidder.

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
		Federal Employer ID No.
Phone No.	Fax No.	E-Mail Address

THIS PAGE MUST BE COMPLETED AND RETURNED WITH CONTRACTOR BID.

Introduction and General Information

Introduction:

This document constitutes an invitation for competitive, sealed proposals for the provision of demolishing and clearing various residential structures located in the City of Arnold. Demolition of the structures may include asbestos abatement as detailed further in the scope of work.

Bids must be made in duplicate upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures with amounts extended and totaled, and no changed shall be made in phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amount shall govern. Any bid may be deemed non-responsive which contains any omissions, erasures, alterations, additions, irregularities, of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid forms, or in which any of the prices are obviously unbalanced.

The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or a corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be signed by all authorized partners; if made by a corporation, it must be signed by an authorized officer thereof with a certification of authorization attached to the bid.

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

1. Organization:

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

Part One:	Introduction and General Information
Part Two:	Scope of Services
Part Three:	Proposal Submission Information
Part Four:	Exhibits A, B, C & D
Exhibit A:	Pricing Page and Individual Bid Forms
Exhibit B:	Prior Experience
Exhibit C:	Affidavit of Work Authorization
Exhibit D:	Hold Harmless Agreement

2. Background:

- 2.1 The City of Arnold has been approved for federal and state funds to purchase flood-damaged homes. The City has been working with state and federal agencies to develop and implement programs designed to help homeowners and tenants who experienced damage by the December 2015 flood.

- 2.2 The City of Arnold approved and authorized City staff to establish and administer a flood recovery program, which allowed for the acquisition of flood-damaged homes located within the City of Arnold.
- 2.3 In accordance with the flood buyout policy, to complete the program the City must procure a qualified contractor to demolish the acquired properties. The procurement of the contractor must be through a competitive bid process.

3. General Information

3.1 Receipt and Opening of Bids

The City of Arnold invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Clerk until 10 A.M. October 10, 2017, and then in Council Chambers on the main floor of City Hall the bids will be publicly opened and read aloud. The envelopes containing the bids submitted in duplicate must be sealed, addressed to Tammi Casey, City Clerk, 2101 Jeffco Blvd Arnold, MO 63010 and designated in the lower left hand corner as **Flood Buyout Demolition**. The City will not accept faxed or e-mailed bids.

The City of Arnold may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any information or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

3.2 Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City of Arnold, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the City of Arnold and the accepted bidder have executed the contract, or if no award demand of the bidder at any time thereafter, so long as she/he has not been notified of the acceptance of his/her bid.

3.3 Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after she/he received notice of the acceptance of his/her bid, shall forfeit to the City of Arnold, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

3.4 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" by the City of Arnold and to fully complete the project within 45 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated

damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided in the Reporting Requirements.

3.5 Addenda and Interpretations

No interpretation of the meaning to the plans, specifications or other pre-bid documents will be made to any bidder.

Every request for such interpretations should be in writing addressed to Derrick Redhead at the City of Arnold Community Department and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be posted on the City's website, www.arnoldmo.org in the form of written addenda to the specifications. It is the responsibility of all contractors to review www.arnoldmo.org for any addenda prior to submitting their responses. The City will not be responsible for any other explanation or interpretation of the Request.

Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so insured shall become part of the contract documents.

3.6 Security for Faithful Performance

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified herein. The surety bond or bonds as security for faithful performance, must be in the amount of the bid price of the contract and is required within 24 hours of award of this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City of Arnold.

3.7 Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Part Two Scope of Services

1. General Requirements:

- A. ***Bidders must carefully examine the entire site of the work and must make all necessary investigations to inform themselves thoroughly as to the facilities available, as well as to all the difficulties involved in the completion of all work in accordance with the specifications and any plans. Bidders are required to examine any maps, plans and data mentioned in the specifications. No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail of all the***

requirements of this contract, nor accepted as a basis for any claims for extra compensation.

- B. The contractor shall provide demolition and debris removal services as may be requested by the City of Arnold in accordance with the terms and conditions of this Invitation for Bid.
- 1.1 This agreement is not intended to create, and shall not be construed to create, a relationship of principal and agent, master and servant, employer and employee, joint venture, partnership, nor any relationship other than that of independent contractor.
- 1.2 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and further agrees that the City of Arnold, Missouri may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's services.
- 1.3 Except as provided herein, this agreement will not be altered without mutual consent of both parties. The City of Arnold and the Contractor may, by mutual agreement, agree to changes in the work to be performed by the Contractor as described in the Agreement documents.

2. **Specific Requirements:**

- 2.1 The Contractor will commence and complete all services as defined in this Invitation for Bid pertaining to the demolition of residential sites located in Arnold, Missouri.

It is understood that, except as otherwise specifically stated in the contract Documents, the Contractor shall provide, pay for and furnish all equipment, labor, tools, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

- 2.2 The initial term of this Agreement shall commence on the execution hereof and shall expire upon satisfactory completion and acceptance by the City of Arnold of the work performed by the Contractor.

- 2.3 Building Demolition

- 2.3.1 Start-up:

A demolition permit must be secured (if required) from the City of Arnold before proceeding with the work under this contract. Regulations from the City governing demolition permits hereby becomes a part of these specifications. Demolition fees will be waived by the City.

The City assumes no responsibilities for the actual condition of the structures to be demolished.

The use of explosives is **NOT** permitted.

The burning of refuse and debris is **NOT** permitted.

The Contractor will ensure safe passage of persons around the area of demolition and will conduct operations in a manner that prevents injury to people, adjacent buildings, structures, vehicles, and other facilities. This will include the fencing of any open holes or debris piles.

2.3.2 Foundation leveling and backfill:

The Contractor shall push in all walls of the foundations and backfill with clean, imperishable fill material. All foundation walls and footing **MUST** be covered with at least three (3) feet of **CLEAN** fill.

Only imperishable material shall be used by the Contractor in backfilling the basement up to within 12" of the ground surface level. The top 12" of soil will be compacted to 90 percent Standard Proctor maximum dry density.

Any additional dirt to be brought in to provide cover as required by this contract shall be brought in, placed, compacted and leveled in accordance with the standards above and at the expense of the Contractor. Only fill material from a source approved by the Missouri Department of Natural Resources shall be permitted. Borrow sites are approved on a case-by-case basis. For more information contact:

Missouri Department of Natural Resources
Historic Preservation
PO Box 176
Jefferson City, Missouri 65102
(573) 751-7862

2.3.4 Concrete pads/slabs:

Concrete pads, slabs, sidewalks, or driveways will be removed and may be disposed of onsite (if applicable) if buried below grade with 3' of minimum cover of **CLEAN** fill.

2.3.5 Inoperable automobiles, trucks, boats and trailers shall be removed from site by acceptable and approved towing methods.

2.3.6 The Contractor shall disconnect, or have disconnected, all utilities. The Contractor shall verify whether or not underground storage tanks or lagoons are present at the project site. Septic tanks are to be cleaned out/pumped dry and either be broken up and used in back fill or filled with sand. Lagoons are to be cleaned out/pumped dry, covered with **CLEAN** fill and leveled.

2.3.7 Fence Removal:

The Contractor will remove all fence, gates, posts, mesh etc. Posts will be removed a minimum of twenty-four (24) inches below the existing ground elevation. Posts will not be permitted to be cut off at ground level.

- 2.3.8 The Contractor is responsible for ensuring that debris does not fall from or blow off transporting vehicles en route to a sanitary landfill.
- 2.3.9 The Contractor shall keep the project area and public rights-of-way reasonably clear at all times and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and used in the performance of the contract and shall leave the entire project area in a totally cleared, neat and level condition. Trash burning on the project area is prohibited and none of the materials required to be removed from the project area under this contract shall be buried on the project area or deposited or placed at any place other than a sanitary landfill.
- 2.3.10 The Contractor shall be permitted to salvage any items.
- 2.3.11 The Contractor shall remove trees, shrubs, grass, and other vegetation, improvements, or obstructions which interfere with demolition. Removal includes digging out stumps and roots. All debris associated with this removal will be hauled away at the Contractor's expense. No burning is permitted. In no way will the Contractor remove any trees for his own personal use.
- 2.3.12 The Contractor may remove only trees that are necessary for the completion of the demolition of structures and improvements in accordance with the provisions of this contract. Wherever trees are encountered adjacent to the work, the operations of the contractor must be so organized and carried out as to not disturb or destroy any trees except as directed by the City or where permission has been obtained from the City.
- 2.3.13 If the Contractor should encounter any unforeseen hazardous wastes (other than ACM's and/or household contaminate wastes), he shall stop work immediately and notify the City for the next action to be taken. This shall also apply to any underground storage tanks that were not previously identified.
- 2.4 Lot Restoration
 - 2.4.1 The Contractor shall leave the demolition and project site clean and free of any and all debris.
 - 2.4.2 The Contractor shall grade the ground surface to conform to the existing adjacent grades and to insure surface drainage.
 - 2.4.3 The Contractor is responsible for seeding or mulching.
- 2.5 Asbestos Abatement/Hazardous Materials
 - 2.5.1 All structures must be inspected for hazardous containing materials by a state-certified inspector.

- 2.5.3 The work shall consist of providing supervision, labor, materials, equipment, and services required to remove and dispose of all asbestos contained in any of the properties.
- 2.5.4 Said work is to be completed in accordance with all applicable federal and state rules and regulations. It is the responsibility of the applicant contractor to assure that all hazardous materials encountered during the demolition or grading of the project are properly disposed of by the Contractor. Questions concerning identification and disposal of hazardous materials may be directed to:

REGIONAL DNR OFFICE

St. Louis Regional Office

Dorothy Franklin, Director
7545 S. Lindbergh, Suite 210
St. Louis, MO 63125
314-416-2960
314-416-2970 fax

JEFFERSON CITY DNR OFFICE

Department of Natural Resources
Air Pollution Control Program
PO Box 176
Jefferson City, Missouri 65102-0176
(573) 751-4817

- 2.5.5 The Department of Natural Resources (addresses listed above) must be notified at least ten (10) days prior to the removal of any asbestos containing materials. DNR must be notified at least 10 days prior to the demolition of any structure regardless of whether it contains ACMs. Information that must be included with this notification:

Date of Demolition
Property Address
Demolition Contractor Name

- 2.5.6 **Third Party Air Monitoring is no longer required.**

3. Insurance:

- 3.1 The Contractor shall obtain and maintain such insurance from an insurance company satisfactory to Owner and authorized to write casualty insurance in the State of Missouri as will protect himself, his approved subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from any and all operations and under this Contract. Any such insurance policy shall name the Owner as an additional named insured. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days written notice to the Owner of an intention to cancel. The amounts of such insurance shall be as indicated below:

This certificate of insurance shall indicate the City of Arnold as additional insured and contain the appropriate signed endorsements as required by the City.

3.1.1 Workmen's Compensation and Employer's Liability Insurance:

Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by State where the work is located.

3.1.2 Public Liability, Bodily Injury, and Property Damage:

- | | | |
|----|--|-------------|
| a. | Injury or death of one person | \$1,000,000 |
| b. | Injury to more than one person
in a single accident | \$2,000,000 |
| c. | Property Damage | \$1,000,000 |

3.1.3 Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

- | | | |
|----|--|-------------|
| a. | Injury or death of one person | \$1,000,000 |
| b. | Injury to more than one person
in a single accident | \$2,000,000 |
| c. | Property Damage | \$1,000,000 |

3.1.4 If the contractor maintains higher limits than the minimums required above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

3.2. INDEMNITY: The Contractor shall indemnify and save harmless City and its officers and agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

3.3. No provision of this agreement shall constitute a waiver of the City's right to assert a defense basis on sovereign immunity, official immunity of any other immunity available under law.

2.4 A Hold Harmless Agreement must be completed by the Contractor (Exhibit D).

4. Reporting Requirements:

4.1 All notices required or authorized to be given to the Contractor by the City of Arnold pursuant to this Contract shall be delivered by mail to the person signing the Contract on behalf of the contractor as shown on the Contract page.

4.2 All notices required or authorized to be given to the City of Arnold by the Contractor pursuant to this Contract shall be delivered to the Director of Community Development at Arnold MO.

4.3 **The Contractor must schedule and complete the property demolition within 45 calendar days from the notice to proceed received from the City of Arnold.**

- 4.4 The Contractor shall immediately report by telephone to the City of Arnold when it is discovered that a time frame may not be met due to complications incurred during the normal scope of demolition work. Following award of this contract, the City of Arnold shall notify the Contractor of the contact personnel.

5. Other Requirements:

- 5.1 All reports and materials developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of the City of Arnold. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential, and that no reports or material prepared, as required by the contract, shall be released to the public without prior written consent of the City of Arnold.
- 5.2 Unless otherwise specified herein, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the service required herein.
- 5.3 The Contractor shall fully coordinate all activities in the performance of the contract with those of the City of Arnold. As the work of the Contractor progresses, advice and information on matters covered by the Contractor shall be made available by the Contractor to the City of Arnold throughout the effective period of the contract.
- 5.4 Other Contractual Requirements:

5.4.1 Subcontractors:

If approved by the City of Arnold, in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the City and to ensure that the City is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the City and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of an approved subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

5.4.2 Contractor Status:

The contractor represent himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the state of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee

insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the state of Missouri, its officers, agents, and employees from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

5.4.3 Coordination:

The contractor shall fully coordinate all contract activities with those activities of the City. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the City. The City's Building Commissioner will visit the site at intervals appropriately to the stage of construction to become and remain familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract. However, the City's representative will not be required to make exhaustive or continuous on-site inspections to check the work.

5.4.4 Property of State:

All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

5.4.5 Substitution of Personnel:

The contractor agrees and understands that the City's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the City. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City agrees that an approval of a substitution will not be unreasonably withheld.

6. Basis of Payment

- 6.1 The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page. At the end of the project each property must be invoiced separately.
- 6.2 Such payment shall be full compensation for services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the services required herein, as well as profit and overhead.
- 6.3 The Contractor shall not be entitled to any other payments or reimbursements.

- 6.4 The Contractor and their approved subcontractors shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities, and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed by the Contractor and their approved subcontractors for performance of the work under this Agreement.
- 6.5 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Arnold of all claims and liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City of Arnold and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract or the performance of the work completed.

7. Compliance With Laws:

7.1 The Contractor shall complete such action as is required to become fully informed of all State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Contractor shall at all times observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and the Contractor shall further protect and indemnify City of Arnold and its officers and agents, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees.

7.2 Prevailing Wage

Federal prevailing wage laws ***DO NOT APPLY***.

State prevailing wage laws ***DO NOT APPLY*** so long as the demolition of the properties is ***NOT*** considered site preparation for future construction. **Because the buyout program by definition precludes future development of the site, demolition of the structures is simply land clearance, not site preparation.**

Part Three Proposal Submission Information

1. Proposals must be price, signed, sealed and returned (with all necessary attachments) to the City of Arnold by the proposal receipt date and time specified.
2. Any award of a contract resulting from the IFB will be made only by written authorization from the City of Arnold.
3. The offeror must provide prices for all requirements as set forth on the Pricing Page of the Invitation for Bid (Exhibit A), which must be completed, signed and returned. At the end of the project all properties must be invoiced separately.
4. **Experience and Reliability:**

4.1 Experience and reliability of the offeror's organization is considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

The contractor must provide certification that he/she is authorized and licensed to remove asbestos containing materials.

4.2 The offeror should provide the following information related to previous and current contracts, which are considered identical or similar to the requirements of the IFB.

4.2.1 Name, address and telephone numbers of contracting agency and a contact person who may be contacted for verification of all data submitted.

4.2.2 Dates of the contract

4.2.3 A brief, written description of the specific prior services performed and requirements thereof.

4.2.4 The capacity and capability of the Contractor to perform the work in question within the time frames required.

5. Evaluation Process:

5.1 The award of contract resulting from the IFB shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

5.1.1 Cost

5.1.2 Specialized Experience

5.1.3 Capacity and Capability to meet deadline and applicable laws

5.1.4 Past Record of Performance

5.1.5 Proximity and Familiarity

City of Arnold
EXHIBIT A
Pricing Page

All proposals must be specified or equal. Any deviation from specifications must be clearly stated and fully described. Offeror must complete, sign and return this document with the proposal.

Pursuant to and in compliance with the IFB dated September 22, 2017 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and any/all material plus perform all work necessary for undertaking the **FLOOD BUYOUT DEMOLITION PROJECT** as all required by and in strict conformance with the Bid Specifications and addenda No. _____ to _____ inclusive at the unit & lump sum prices listed herein.

Property Address	Cost to Demolish (as quoted on bid forms)	Cost of Asbestos/Hazardous Materials abatement if required
<i>2226 Convair Dr</i>		
<i>2270 Convair Dr</i>		
<i>2263 Convair Dr</i>		
<i>2266 Convair Dr</i>		
<i>2267 Convair Dr</i>		
<i>2342 Cessna Dr</i>		
Total	\$	\$

Property Specifics: See the attached sheets for complete property specifics.

Name of Company: _____

Agent and Title: _____

Address: _____

Phone: _____

(Signature of Offeror)

(Date)

EXHIBIT B

Offeror's Prior Experience

Prior Services Performed For: _____

Address: _____

City: _____

State: _____ Zip: _____

Person Familiar with Performance: _____

Title: _____ Phone: _____

Description of Prior Services Performed:

Contract Periods:

From: _____ To: _____

Summary of Services Performed:

Offeror's Prior Experience

Prior Services Performed For:

Address: _____

City: _____

State: _____ Zip: _____

Person Familiar with Performance: _____

Title: _____ Phone: _____

Description of Prior Services Performed:

Contract Periods:

From: _____ To: _____

Summary of Services Performed:

Offeror's Prior Experience

Prior Services Performed For:

Address: _____

City: _____

State: _____ Zip: _____

Person Familiar with Performance: _____

Title: _____ Phone: _____

Description of Prior Services Performed:

Contract Periods:

From: _____ To: _____

Summary of Services Performed:

**Property Specific Page
(1 of 6)**

Property Address:	2226 Convair Dr
Community:	Arnold, MO 63010
Foundation:	Basement
Square Feet of Property:	Approx 1,900 ft sq (Including Garage)
Detached Buildings:	None

Cost to Demolish (including Asbestos Identification):

\$ _____

Cost of Hazardous Materials Abatement (if required by Certified Hazardous Material inspector):

\$ _____

**Property Specific Page
(2 of 6)**

Property Address:	2270 Convair Dr
Community:	Arnold, MO 63010
Foundation:	Basement
Square Feet of Property:	Approx 1,700 ft sq (Including Garage)
Detached Buildings:	One Shed

Cost to Demolish (including Asbestos Identification):

\$ _____

Cost of Hazardous Materials Abatement (if required by Certified Hazardous Material inspector):

\$ _____

**Property Specific Page
(3 of 6)**

Property Address:	2263 Convair Dr
Community:	Arnold, MO 63010
Foundation:	Basement
Square Feet of Property:	Approx 1,700 ft sq (Including Garage)
Detached Buildings:	n/a

Cost to Demolish (including Asbestos Identification):

\$ _____

Cost of Hazardous Materials Abatement (if required by Certified Hazardous Material inspector):

\$ _____

**Property Specific Page
(4 of 6)**

Property Address:	2266 Convair Dr
Community:	Arnold, MO 63010
Foundation:	Basement
Square Feet of Property:	Approx 1,800ft sq (Including Garage)
Detached Buildings:	One Shed

Cost to Demolish (including Asbestos Identification):

\$ _____

Cost of Hazardous Materials Abatement (if required by Certified Hazardous Material inspector):

\$ _____

**Property Specific Page
(5 of 6)**

Property Address:	2267 Convair Dr
Community:	Arnold, MO 63010
Foundation:	Basement
Square Feet of Property:	Approx 1,800ft sq (Including Garage)
Detached Buildings:	Large Shed & small shed

Cost to Demolish (including Asbestos Identification):

\$ _____

Cost of Hazardous Materials Abatement (if required by Certified Hazardous Material inspector):

\$ _____

**Property Specific Page
(6 of 6)**

Property Address:	2342 Cessna Dr
Community:	Arnold, MO 63010
Foundation:	Basement
Square Feet of Property:	Approx 1,600ft sq (Including Garage)
Detached Buildings:	n/a

Cost to Demolish (including Asbestos Identification):

\$ _____

Cost of Hazardous Materials Abatement (if required by Certified Hazardous Material inspector):

\$ _____

Exhibit C
Affidavit of Work Authorization

Comes now _____ (name) as _____ (office held) first being duly sworn, on my oath, affirm _____ (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the **Flood Buyout Demolition Project** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that _____ (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the **Flood Buyout Demolition Project** for the duration of the contract, if awarded.

12. In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature

Printed Name

Title

Date

Subscribed and sworn before me the _____ day of _____. I am commissioned as a notary public within the county of _____. State of _____, and my commission expires on _____.

Signature of notary

Date

Exhibit D
Hold Harmless Agreement

To the fullest extent permitted by law, _____, hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

Pursuant to the requirements of the bid and contract for **FLOOD BUYOUT DEMOLITION PROJECT**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insured as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

CONTRACTOR

DATE

STATE OF MISSOURI)
) ss
COUNTY OF _____)

OSHA AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared _____,
(NAME-PRINTED)
_____ of _____,
(POSITION) (NAME OF COMPANY)

(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 292.675, Missouri Revised Statutes, pertaining to the 10-hour OSHA construction safety training of workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements. The referenced OSHA training is necessary in carrying out the contract and work in connection with the **Flood Buyout Demolition Project** at the City of Arnold in Jefferson County, Missouri. Said training of all project workmen has been or will be undertaken within 30 days of commencement of construction of the project. The Contractor is to provide to the City copies of OSHA certifications cards of each project workman.

(SIGNATURE)

Subscribed and sworn to before me this day of , 20

Notary Public

My commission expires on: _____

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me _____ as _____ of _____,
(NAME) (OFFICE HELD) (COMPANY NAME)

being duly sworn on his/her oath, affirms that said company has complied with Missouri State Law Section 34-353 RSMo regarding the purchase of manufactured good or commodities used or supplied in the performance of the City of Arnold **Flood Buyout Demolition Project** .

I also affirm that _____ did not and would not knowingly
(COMPANY NAME)

purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).

SIGNATURE (PERSON WITH AUTHORITY)

(PRINTED NAME)

(TITLE)

(DATE)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires on: _____

STATE OF MISSOURI)
) ss
COUNTY OF _____)

FINAL PAY AFFIDAVIT

Know all men by those present that _____,
(OFFICER'S NAME)

of lawful age, being duly sworn upon his oath deposes and says that he _____
(TITLE)

of the _____, the Contractor engaged in the
(COMPANY'S NAME)

construction and improvement of the **Flood Buyout Demolition Project** and that no supplies and/or subcontractors have been used for such construction except those previously approved by the City of Arnold, that all bills for labor and material incident to said project have been paid, that said project is therefore free from all liens and encumbrances, and all amounts owing contractor have been paid in full. All lien waivers from the contractor and subcontractors are attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this _____
day of _____, 20 ____.

(FIRM NAME)

By _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public

My commission expires on: _____

NON-COLLUSION FORM

_____ being duly sworn in oath deposed and states:

I. That in connection with this procurement,

- a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
- b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

II. The undersigned further states:

- a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
- b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.

III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).

IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

(NAME, INDICATE IF CORPORATION,
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires on: _____

Exhibit E
Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____, by and between _____ hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____ and by virtue of 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 incidentals to the furnishing of all material, equipment, and labor to undertake the **Flood Buyout Demolition Project** in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

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

Article 2. TIME OF COMPLETION:

Work on the **Flood Buyout Demolition Project** must begin on _____ and shall be carried on at a rate to secure its full completion by _____. This date may be adjusted by the Community Development Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 3 months from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is 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 damages to the owner of 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 Director 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 on account of 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 Community Development Director, shall be reported to him 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 pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on _____ bid of _____ attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Flood Buyout Demolition Project** Quantities may be added or deleted at any time during the contract. This contract is based on a quantity at a unit cost. The unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a final payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City may retain five percent (5%) of the payment amount until final acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in this payment.
- b. No payment shall be made for materials delivered or stored on the site.
- c. 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, payment shall be made based on the price stated in Article 3.

From this payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party.

In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

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, then 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 amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold 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.
RSMo. 34.353 et seq. American Products.

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

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, Invitation for Bidders, the Specifications, including Addenda Nos. ____, ____, and ____, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: _____
Contractor Address: _____

By: _____
Ron Counts, Mayor

By: _____
Signature

Title _____

ATTEST:

By: _____
Tammi Casey, City Clerk

By: _____
Signature

Date

Title

Date

(SEAL)

Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney