REQUEST FOR BIDS

GENERAL REQUIREMENTS AND SPECIFICATIONS

FOR

CITY OF ARNOLD

JEFFERSON COUNTY, MISSOURI

MELODY PROJECT
RESIDENTIAL STRUCTURE DEMOLITION

CITY OF ARNOLD

2101 JEFFCO BLVD.

ARNOLD, MISSOURI 63010

City of Arnold

ADVERTISEMENT FOR BIDS RESIDENT HOME STRUCTURE DEMOLITION PROJECT

Notice is hereby given that sealed bids for the "Melody Project Residential Structure Demolition" will be received by the City Clerk City Hall, 2101 Jeffco. Blvd., Arnold, Missouri 63010, until 10:00 a.m., Tuesday, December 5, 2017, at which time the bids will be publicly opened and read. Bids must be submitted in a sealed envelope marked "Melody Project Demolition" in the lower left corner.

Specifications and bid documents are available for pickup on or after Friday, November 10, 2017, at the Public Works Department, 2900 Arnold Tenbrook Rd., Arnold, Missouri, or by calling the Public Works Department Office at (636) 282-2386 or on the City's website at www.arnoldmo.org

A voluntary pre-bid meeting is scheduled for 10:00 a.m. Tuesday, November 28, 2017 at the Public Works Office, 2900 Arnold Tenbrook Road, Arnold, Missouri, for interested contractors. The purpose of the meeting is to review the project, respond to questions and address concerns from the contractors. Following the meeting, a visit to the project site is scheduled.

All bids shall be made in duplicate on the printed forms found in the contract documents. Each bid must be accompanied by a certified check, cashier's check, or bid bond, payable to the City of Arnold, Missouri, in the amount of ten (10%) of the amount of the bid as a guarantee that the successful bidder or bidders will enter into a contract and furnish performance and payment bonds in the full amount of the Contract within ten (10) days after the award is made.

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.

By Order Of Tammi Casey, City Clerk

GENERAL REQUIREMENTS

1. PREPARATION OF BIDS

- A. 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.
- B. 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.

2. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor, material and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid.

A voluntary pre-bid meeting is scheduled for 10:00 a.m. Tuesday, November 28, 2017 at the Public Works Office, 2900 Arnold Tenbrook Road, Arnold, Missouri, for interested contractors. The purpose of the meeting is to review the project, respond to questions and address concerns from the contractors. Following the meeting, a visit to the project site is scheduled.

All bidders shall be responsible for familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations, should be directed to Ed. Blattner, P.E., Public Works Director at 636-282-2386 or Charlie Allen, Street Superintendent at 636-282-6651 prior to November 29, 2017.

3. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Public Works Director, the Contractor shall remove all of his equipment, tools, and supplies from the property of the City (also referred to herein as the "Owner"). Should the Contractor fail to remove such equipment, tools, and supplies; the Owner shall have the right to remove them, at the expense of the Contractor.

4. EXTENSION OF CONTRACT TIME

- A. A delay beyond the Contractor's control occasioned by an Act of God, or act of omission on the part of the Owner, by strikes, lockouts, fire, flood, tornado, earthquake, or other cause beyond the reasonable control of Contractor, may entitle the Contractor to an extension of time in which to complete the work as determined by the Public Works Director, provided, however, that the Contractor shall immediately give substantiated written notice to the Public Works Director on the cause of such delay.
- B. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by the City, the General Requirements, Drawings, specifications, and all Addenda (if any) issued prior to and all modifications issued after execution of the Contract Agreement.

5. LIQUIDATED DAMAGES

- A. The Contractor shall commence work promptly in accordance with these specifications. Contractor shall prosecute the work vigorously and diligently so as to insure completion within the time stipulated in the Contract.
- B. If, in the opinion of the Contractor, he is delayed by any act or neglect of the Owner, or any representative of the Owner, or by changed in the work ordered in writing by the Owner, or by strikes, lockouts, fire, tornado, earthquake, or any other cause beyond the reasonable control of the contractor, he shall, within ten (10) consecutive days from the start of such delay, enter a written claim to the Public Works Director that such delay occurred and his substantiation for such claim.
- C. Time is expressly declared to be of the essence in completion of work covered by the Contract Documents. It is agreed that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the accepted contract for each calendar day, except Sundays and Holidays, after date specified for completion of the project that the entire work is not substantially completed.
- D. The term "substantially complete" as used herein shall be construed to mean the completion of the entire work in strict accordance with all requirements of

the drawings and specifications except minor items which, in the opinion of the Public Works Director, will not interfere with the complete and satisfactory use of the facilities.

- E. Liquidated damages or any matter related thereto shall not relieve the Contractor or his Surety of any responsibility obligation under this Contract.
- F. Act of God means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

6. BID SECURITY

- A. Each bid must be accompanied by a deposit of not less than ten (10%) percent of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, a cashier's check or a bid bond payable to the Owner. Within ten (10) days after the formal opening of bids, all checks or bid bonds will be returned, except those deposited by the three (3) lowest formal bidders. The remaining checks or bid bonds, with the exception of the bid security of the successful bidder, will be returned within seven (7) days after the execution of the Contract between the successful bidder and the Owner. The bid security of the successful bidder will be returned to him, without interest, when construction contract is executed and satisfactory performance bond is delivered to the Owner.
- B. Should the successful bidder fail or refuse to execute the bond and the contract required within ten (10) days after he has received notice of the acceptance of his bid, he shall forfeit to the Owner, as liquidated damages for such failure to refuse, the security deposited with his bid.

7 SECURITY FOR FAITHFUL PERFORMANCE

- A. Pursuant to Section 107.170 RSMo., and simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred (100%) percent of the accepted bid as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the forms of bond substantially similar to those attached hereto and having a surety thereon such surety company or companies approved by the Owner and authorized to transact business in the State of Missouri.
- B. If the Contractor is a partnership, the bond shall be signed by all of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporation name by the duly authorized officer, agent or attorney-in-

fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract. Each executed bond shall be accompanied by (a) an appropriate acknowledgment of the respective parties, (b) an appropriate duly certified copy of Power-of-Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of the Contractor or surety, (c) a duly certified extract from the By-Laws or Resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued, and (d) a duly certified copy of the latest published financial statement of assets and liabilities of Surety.

8. PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, monuments, etc., along an adjacent to the easements and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, fences, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. All costs for the repairs or replacement of public and private property for utilities damaged by the construction pertains shall be the responsibility of the Contractor.

9 WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, and red lights and shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction. Suitable warning signs shall be so placed an illuminated at night so as to show, in advance, where construction barricades or materials exist.

10 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Public Works Director. No road or street shall be closed to the public except with the permission of the Public Works Director and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation

ditches, which shall not be obstructed except as approved by the Public Works Director and as permitted by law.

11. RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents or shall have all materials and services furnished and all the work performed at his expense. It shall be the Contractor's responsibility to pay for:

- (1) Replacement of survey benchmarks, reference points and stakes provided by the Owner.
- (2) Lands used by Contractor, except those lands furnished by the Owner.
- (3) Performance Bond.
- (4) Royalties.
- (5) Permits and Licenses, including a City of Arnold business license.

12. MATERIALS, APPLIANCES, UTILITIES, EMPLOYEES

Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, install and pay for material, devices, mechanisms, equipment, labor, water, heat, light, electric power, transportation services, applicable taxes of every nature, permit fees, and all other facilities necessary for the proper execution, completion and testing of the work and equipment.

13. INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

A. INSURANCE: 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 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 ten (10) 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 signed endorsements as required by the City)

(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.

(2) Public Liability, Bodily Injury, and Property Damage:

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

(3) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

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

- (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.
- (5) If the City determines appropriate a certificate of insurance must be filed with the City providing builders risk insurance for the proposed project.
- B. 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.
- C. 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.

14. MEASUREMENTS AND PAYMENT

The Contractor may periodically submit, but not more than once each month, a request for payment for work done. The Contractor shall furnish the Public Works Director all reasonable documentation required for obtaining the necessary information relative to the progress and execution of work, including, but not limited to, certified weight tickets for all materials delivered and used on the job. The payment shall be based on the quantities actually completed, less five (5%) percent to be retained until final completion acceptance of the work and less previous payments. The Owner shall take action within thirty (30) days from

the date of approval of a request for payment by the Public Works Director, all in accordance with the Prompt Payment Act (Section 34.057 RSMo).

15. WAGES

The Contractor shall pay the prevailing wage rates for all labor as established by the State of Missouri for the Jefferson County area. In no case will less than minimum wage be paid to anyone working on the construction project. A partial copy of the prevailing wage law is included in the bid specifications. It will be necessary for the Contractor to summit an affidavit to the City to verify compliance with the law. The City also reserves the right to request the Contractor show proof of wage law compliance at any time during the project, all in accordance with the Prevailing Wage Law (Section 290.210 RSMo.) The contractor shall forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor.

16. NON-COLLUSION FORM

All bidders shall sign non-collusion form attached to the bid form, have same notarized, and returned with the bid form.

17. SUBCONTRACTORS

If the successful bidder intends to use a subcontractor(s) for any portion of the work, the successful bidder shall submit a written notice to the City and receive approval for use of the subcontractor(s) prior to commencing work.

18. FINAL PAY AFFIDAVIT

Upon completion of all work, the successful bidder shall submit a final pay affidavit, provided by the City and lien waivers for all work from all suppliers and subcontractors. The successful bidder shall also submit a certified copy of the payroll in accordance with the Prevailing Wage Rates and Missouri Work Authorization Affidavits for the period from the date the Notice to Proceed is issued through the completion of the project.

19. FEDERAL WORK AUTHORIZATION AFFIDAVIT

Pursuant to Section 285-530 RSMo, Contractor shall provide the City with a sworn Affidavit affirming its enrollment and participation in a Federal work authorization program.

20. SAFETY TRAINING AFFIDAVIT

Pursuant to Section 292.675 RSMo., Contractor and its subcontractors shall provide the City proof that all on-site project employees have completed a ten (10) hour course in OSHA approved construction safety and health training, such proof to be provided within 60 days of the date project work commences.

21. FAILURE TO PROVIDE SAFETY TRAINING

Pursuant to Section 292-675 RSMo, Contractor shall forfeit to the City, as a penalty, \$2,500 plus \$100 for each on-site employee of Contractor or its subcontractors, for each calendar day, or portion thereof, such on-site employee is employed without the safety training required under Paragraph 20 above.

22. PROOF OF LAWFUL PRESENCE

Bidders on Public Works contracts are considered applicants for a public benefit and, therefore, the Contractor must comply with the laws of the State of Missouri. Affirmative proof of lawful presence can be established by the Contractor providing a copy of a Missouri driver's license, any document evidence recognized by the Department of Revenue, or any document issued by the Federal government that confirms lawful presence in the United States. A copy of such documentation shall accompany the Contractor's bid.

23. PURCHASE OF AMERICAN PRODUCTS

RSMo Section 34.353 requires each contract made by a public agency for construction, alteration, repair or maintenance of any Public Works shall require any manufactured goods or commodities used or supplied in the performance of this project contract shall be manufactured or produced in the United States.

The Contractor shall provide the City with an affidavit to confirm compliance with Missouri law.

24. WASTE

Surplus street and sewer excavation and waste materials resulting from the work shall be disposed of in accordance with the St. Louis County or Jefferson County Waste Management Code. The Contractor shall comply with the following requirements in securing waste areas for disposal on non-contaminated earth and rock excavation.

- (1) The site shall not be in a flood plain.
- (2) Letters of permission and release are required from the affected property owner or owners.

- (3) Precautions shall be taken to insure that surface water or storm culvert drainage is not interrupted.
- (4) The waste disposal area shall be maintained in a proper manner and meet all the environmental requirements which may be applicable by the governing jurisdiction.
- (5) Erosion control measures shall be instituted as required.

The Contractor will be required to procure from the proper authorities all permits which may be required to haul over public or private streets and any hauling operations of Contractor shall be subject to the requirements of such permits and other applicable City regulations and ordinances.

25. MATERIAL BUYOUT

The Owner reserves the right to benefit from its tax-exempt status from Missouri sales tax by paying for some of the building materials and equipment direct. The Contractor shall cooperate fully to help the City realize this benefit. The Owner will let the Contractor know which materials and equipment it wishes to pay for directly and the Contractor shall credit the Owner's contract price a sum equal to the price paid for the subject material or equipment plus the full amount of the sales tax that would normally be due on the subject item. The City shall provide a Missouri Project Exemption Certificate upon request.

26. AMERICAN DISABILITIES ACT (ADA)

The Contractor shall comply with the current ADA requirements. (For ADA compliance consultation, refer to the Americans with Disabilities Act Accessibility Guidelines [ADAAG].) Relay Missouri phone number 1-800-735-2966 TDD; add a (v) behind your phone number.

27. INTERPRETATION OF DOCUMENTS

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

Any interpretation or correction of the bid request document will be made only by Addendum duly issued by the City. It is the responsibility of these 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.

28. SELECTION CRITERIA

Awards shall be determined by and be based upon the best proposal, which, in the discretion of the department head and/or City Council, is the proposal that most adequately meets the needs of the City, officer, department, or using agency at the lowest price. In determining the best proposal, in addition to price, the department head may consider:

- A. Quality, availability and functional or other suitability of the personal property, or contractual services to the particular use intended.
- B. Other factors, including, but not limited to, the following:
 - (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 - (2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
 - (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - (4) The quality of performance of previous contracts or services.
 - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
 - (7) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
 - (8) The number and scope of conditions attached to the bid.
- C. Whether the bidder is in default on the payment of taxes, licenses or other moneys due to the City. This factor alone shall justify disqualification.
- D. When, in response to a bid proposal issued by the City, two (2) or more proposals meets the City's bid specifications/requirements and are deemed sufficiently equal, a local bid preference shall be given to businesses located within the corporate limits of the City if the bid presented by said business is within five (5) percent of the lowest qualifying bid.

29. CONTRACT TIME:

This project shall be completed in ninety (90) working days from the time the notice to proceed (NTP) is issued.

30. HOLD HARMLESS AGREEMENT:

Hold Harmless Agreement must be completed by the Contractor (form enclosed).

SPECIFICATIONS

The work and materials to be furnished shall conform with the following specifications which are to be used in conjunction with the current editions of the International Building Code (IBC), the St. Louis & Jefferson County Standard Specifications for Highway Construction, International Fire Code (IFC), the Manual Uniform Traffic Control Devices (MUTCD), the Metropolitan St. Louis Sewer District (MSD), OSHA, and the Ordinances of the City of Arnold.

- 1. A separate home building permit will be required for each of the five (5) structures to be demolished. The City's Community Development Office will review all permit applications. See included form for contractor's use.
- 2. There are six (6) homes to be demolished. There locations are as follows:
 - a. 1829-1831 Melody Lane (duplex)
 - b. 1815 Melody Lane
 - c. 1910 Melody Lane
 - d. 1940 Key West
 - e. 1885 Key West
 - f. 1765 Dixon Drive

Aerial location maps are included in these specifications.

- 3. Contractor is to submit a site plan for each home property site showing a protective work site perimeter fence to be installed and maintained by the contractor during the demolition and site restoration work.
- 4. The demolition contractor shall post a legible 4' x 4' sign a minimum of 10 days prior to the start of work informing the public of the demolition work.
- 5. The demolition contractor is to submit the provided "Utility Disconnect for Demolition or Meter Removal" letter to the City's Community Development Office for their files and records. Contractor is to ensure all building utilities are turned off, capped, and removed from service.
- 6. The demolition contractor is to employ the services of licensed hazardous waste contractor to inspect each home structure and determine if any asbestos or other hazardous waste is present and if so, remove and dispose of the hazardous materials in compliance to applicable federal, state, County, and City law and regulations. Hazardous waste removal will be paid per the unit price bid per pound of removal.
- 7. The demolition contractor shall submit to the City the destination landfill where the demolition material will be taken and disposed of. In the event hazardous waste is encountered, the contractor shall also provide the disposal location of the licensed hazardous waste facility to the City.

- 8. The demolition contractor shall notify the Rock Community Fire District 24 hours in the advance of the start of building demolition work.
- 9. All home basements floors must be cracked, broken and inspected by the City to ensure not to hold water. All foundation walls are to be removed to a minimum of 18 inches below grade. Basement areas are to be backfilled with compacted clean backfill with the top 6 inches being topsoil to sustain grass growth. The City's public works yard located at 2912 Arnold Tenbrook Road has suitable backfill material and will deliver to each basement site location for backfill placement use. All backfill material must be approved by the City. All backfill must be compacted to meet 90% Modified Proctor Compaction or as otherwise approved by the City. All backfilled basement areas and other vard disturbed areas shall be seeded at rate of 10 pounds per thousand square feet of disturbed area. Seed mixture shall be 50% Kentucky Bluegrass, 25% Perennial Rye and 25% Fescue. After seeding, all areas shall be straw mulched. Backfill must be free of all debris such as wood, building materials or other unsuitable material. Site must be left in a mowable condition and conform to existing surrounding grades on all sides.
- Existing driveways are to be removed to the back of the street curb line edge.
 Contractor is to saw cut across the driveway to achieve a straight clean edge.
 Driveway excavated area shall be backfilled with compacted clean earth fill, seeded and straw mulched.
- 11. The demolition contractor shall undertake home site perimeter erosion control measures as necessary to ensure no off-site siltation occurs. Provide for the cleaning of vehicle wheels before leaving the site. Ensure adjoining streets are kept clean of debris.
- 12. Debris dumpsters must be placed on the demolition site and not on the street. The site and adjoining street must be kept clean of all debris.
- 13. Demolition contractor is required to have a City of Arnold Business License.
- 14. House sewer laterals shall be excavated at capped at the sewer main or at the edge of the street right-of-way depending on the location of the sewer main. All sewer lateral capping work must be approved by the Missouri American Water Company who owns and maintain the sanitary main sewer 1-866-430-0820.
- 15. During demolition, water spray shall be used to control and reduce dust and its impact on neighboring properties as may be required.
- 16. Demolition contractor is to provide any and all required traffic control measures to undertake the work in accordance with the MUTCD.

- 17. Demolition contractor is to take adequate precautions to prevent fire and or explosions caused by gas or vapor caused by the demolition work.
- 18. Demolition contractor shall make all reasonable effort to minimize disturbance to local residences.
- 19. Demolition contractor is to take adequate precautions to protect the general public from health hazards arising from all demolition and related work.
- 20. Demolition contractor is to undertake work to always protect adjoining properties and promptly repair any damage caused to any adjoining property.
- 21. Components and material arising from the demolition work are the property of the contractor unless notified otherwise.
- 22. All disposal of home structure demolition shall conform to the St. Louis County/Jefferson County Waste Management Code, applicable state requirements, and the City of Arnold Ordinances.
- 23. Where necessary the contractor shall adjust existing manhole frames, water and gas valves to grade, and shall be responsible for notifying and locating all utilities in the demolition work area.
- 24. Should the demolition contractor fail to undertake the necessary site restoration and public safety in a timely manner, the City reserves the right to use City forces to complete such work and deduct the value of this work from the contract amount. All labor rates will be at the prevailing wage rates. The backfill material used will be back charged at a rate of \$50.00 per cubic yard.
- 25. Dewatering: Where water is found in basements, the demolition contractor shall pump out the water before filling with clean backfill occurs.
- Delays and Extension of Time: It the Contractor is delayed at any time in the progress of the work, by any act or neglect of the City or of its employees, or by any other Contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, inclement weather, unusual delaying transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any causes which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

No such extension shall be made for delay occurring more than ten (10) days before claim therefore is made in writing to the Public Works Director. In the case of a continuing cause of delay, only one (1) claim is necessary.

27. All bidders shall be responsible for completely familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an

appointment to review the work locations should be directed to Ed Blattner, P.E., Public Works Director for Tom Palasky, Asst. Public Works Director at 636-282-2386.

- 28. <u>NO ADDITIONAL CHARGE ITEMS</u>: There shall be no additional charge to the City for the Contractor to provide labor, equipment and materials for:
 - a. Landfill fees/ Contractor Mobilization / Traffic Control measures
 - b. Dewater subgrades and protect work from rain and flood damage.
 - c. Clean streets and Public Safety concerns, including all necessary construction zone signage, barricades and flagmen.
 - d. Protect adjacent property owner's mailboxes and repair or replace to the homeowners satisfaction if damaged during the work.
 - e. All other miscellaneous work as necessary to provide a complete and satisfactory job.
 - f. Any and all necessary permits and licenses.
- 29. Contract time for project completion will be 75 working days from the date the notice to proceed (NTP) is issued.
- 30. HOLD HARMLESS AGREEMENT:

Hold Harmless Agreement must be completed by the Contractor (form enclosed).

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 Melody Residential Structure 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 insureds 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-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 sixty (60) 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 appropriate 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.

NAME OF FIRM/CONTRACTOR
BY:
NAME
POSITION
DATE

STATE OF MISSOURI)
STATE OF MISSOURI)) ss COUNTY OF)
OSHA AFFIDAVIT
Before me, the undersigned Notary Public, personally came and appeared, (NAME-PRINTED)
(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 MELODY RESIDENTIAL STRUCTURE DEMOLITION
PROJECT at the City of Arnold in Jefferson County, Missouri. Said training of all project
workmen has been or will be undertaken within 60 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.
(CICNATURE)
(SIGNATURE)
Subscribed and arrows to before mothic day of 20
Subscribed and sworn to before me thisday of, 20
Notary Public
My commission expires on:

STATE OF MISSOURI)	
)	S
COUNTY OF)	

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, persona	, , , ,	- C
(NAME)	(POSITION)	
(NAME OF COMPANY)		
(a corporation) (a partnership) (a proprietorship) an	d, after being duly	sworn, did depose and say
that all provisions and requirements set out in Secti	on 290, Sections 2	90.210 through and
including 290.340, Missouri Revised Statues, perta	ining to the payme	ent of wages to workmen
employed on public works projects have been fully	satisfied and there	e has been no exception to
the full and complete compliance with said provision	ons and requirement	nts and with Wage
Determination No issued by the Division	of Labor Standard	ls on theday of
20, in carrying out the co	ontract and work in	n connection with the
MELODY RESIDENTIAL STRUCTURE DEMO	OLITION PROJE	CT located in the City of
Arnold in Jefferson County, Missouri, and complet	ed on the	day of,
20		
	(SIGNATURI	Ε)
Subscribed and sworn to before me this	day of	, 20
	Notary Pu	ıblic
My commission expires on:		

STATE OF MISSOURI)			
STATE OF MISSOURI) : COUNTY OF)	SS		
AFFIDAVIT	OF AMERICAN	PRODUCTS PUR	RCHASE
Comes now before me	as _	(OFFICE HELD)	of,
being duly sworn on his/her oath			
Law Section 34-353 RSMo rega	arding the purchase	of manufactured go	ood or commodities used
or supplied in the performance o	of the City of Arnol	d's MELODY RES	SIDENTIAL
STRUCTURE DEMOLITION	PROJECT.		
I also affirm that	<u>.</u>	did no	ot and would not knowingly
purchase or supply manufactured			
Arnold project, being compliant	with the law. In at	ffirmation thereof, t	the facts stated above are
true and correct (the undersigned	d understands that t	false statements ma	de in this filing are subject
to penalties provided under Sect	ion 575.040 RSMo	n).	
SIGNATURE (PERSON WITH AUTHORITY)	(PRINTE	ED NAME)	
(TITLE)	(DATE)		
Subscribed and sworn to	before me this	day of	, 20
		Notary Pu	blic
My commission expires on:			

STATE OF MISSOURI)			
STATE OF MISSOURI) ss COUNTY OF)			
FINAL PAY A	FFIDAVIT		
Know all men by those present that(OFFICE	FR'S NAME)		
of lawful age, being duly sworn upon his oath deposes and says that he (TITLE)			
of the(COMPANY'S NAME)			
construction and improvement of the MELODY R	RESIDENTIAL STRUCTURE		
DEMOLITION PROJECT and that no supplies an	and/or subcontractors have been used for such		
construction except those previously approved by t	the City of Arnold, that all bills for labor and		
material incident to said project have been paid, that	at the laws relating to payment of prevailing		
wage rates have been complied with, that the said p	project is therefore free from all liens and		
encumbrances, and all amounts owing contractor h	nave 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 COLLU	USION FORM
			being duly sworn in oath deposed and states:
I.	That in	connection with this procurement,	
II.		communication, or agreement, for the relating to such prices with any other. The prices which have been quoted bidder and will not knowingly be disindirectly to any other bidder; or to a No attempt has been made or will be	in this bid have not been knowingly disclosed by the sclosed by the bidder prior to opening directly or
III. IV.	The Co (ADA) It is ex	decision as to the prices being bid he participate, in any action contrary to He is not the person in the bidder's of the decision as to the prices being be act as agent for the persons responsi have not participated, and will not p (c) above, and as their agent does he not participate in any action contrary ontractor hereby attests to their intent of the person o	organization responsible within that organization for ed herein but that he has been authorized in writing to ble for such decision in certifying that such persons articipate, in any action contrary to (I) (a) through (I) ereby so certify; and he has not participated, and will
For Co	rporatio	ns	(NAME, INDICATE IF CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR)
(Corne	orate Sea	D.	PARTNERSHIP OR SOLE PROPRIETOR)
(Corpo	rate Sea	1)	(OFFICE HELD IN DIDDED ODGANIZATION)
			(OFFICE HELD IN BIDDER ORGANIZATION)
ATTE	ST:		
			By
	Subser	ihed and sworn to before me this	day of 20

My commission expires on:

Notary Public

Affidavit of Work Authorization

Comes now	_ (name) as	(office held		
first being duly sworn, on my oath, affir	m	(company name		
is enrolled and will continue to participa	s enrolled and will continue to participate in a federal work authorization program in respect t			
employees that will work in connection	with the contracte	ed services related to the MELODY		
RESIDENTIAL STRUCTURE DEMO	DLITION PROJEC	T for the duration of the contract, i		
awarded in accordance with RSMo. Cha	apter 285.530 (2).			
I also affirm that	(cc	ompany name) does not and will no		
knowingly employ a person who is an	unauthorized alie	n in connection with the contracted		
services related to the MELODY RES	IDENTIAL STRU	CTURE DEMOLITION PROJECT		
for the duration of the contract, if awards	ed.			
undersigned understands that fall the penalties provided under Section Signature				
Title	Date			
Subscribed and sworn before me the	the county of	State of		
Signature of notary				

ATTACHMENT A BID PROPOSAL FORM CITY OF ARNOLD, MISSOURI

MELODY RESIDENTIAL STRUCTURE DEMOLITION PROJECT

TO: CITY OF ARNOLD ARNOLD, MISSOURI

and the other d tools, labor, equ undertaking the all required by a	In compliance with your Request for Bids dated November 10, 2017 ocuments related thereto, the undersigned hereby proposes to furnish a suipment and any/all material plus perform all work necessary for MELODY RESIDENTIAL STRUCTURE DEMOLITION PROJECT as and in strict conformance with the Bid Specifications and addenda No. inclusive at the unit & lump sum prices listed herein.
Item No. 1	Complete demolition of 1829-1831 Melody Lane (duplex)
	(\$) Lump Sum = \$
Item No. 2	Complete demolition of 1815 Melody Lane
	(\$) Lump Sum = \$
Item No. 3	Complete demolition of 1910 Melody Lane
	(\$) Lump Sum = \$
Item No. 4	Complete demolition of 1940 Key West Drive
	(\$) Lump Sum = \$
Item No. 5	Complete demolition of 1885 Key West Drive
	(\$) Lump Sum = \$
Item No. 6	Complete demolition of 1765 Dixon Drive
	(\$) Lump Sum = \$
	Total Bid (Items No.1- No. 6) = \$

BID ALTERNATE UNIT PRICES

A	MSD Class A rock excavation	\$	_/ Cubic Yard.
В	MSD Class B rock excavation	\$	/ Cubic Yard.
C.	Hazardous waste material remo	val including all testing an	d other related required
	work.	\$	_/ Pound*

^{*} Contractor to provide certified proof of weight of hazardous waste removed.

NAME OF BUSINESS	-
(If an individual) SIGNATURE OF BIDDER	
BUSINESS ADDRESS	
TELEPHONE NO.	
(If Co-partnership) FIRM NAME	
SIGNATURE	
BUSINESS ADDRESS	
TELEPHONE NO.	
(If a Corporation) CORPORATE NAME	
SIGNATURE	
BUSINESS ADDRESS	
TELEPHONE NO.	
Contractor is to provide at I	east three (3) references (Names and Telephone Numbers)
Name	Phone Number
Name	Phone Number
Name	Phone Number

Exhibit A Contract Agreement

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 Public Works 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 December 2017 bid of \$ ______ attached hereto as Attachment "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **MELODY RESIDENTIAL STRUCTURE DEMOLITION PROJECT**.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a unit cost.

The above 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 partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial 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 shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- 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, final payment shall be made based on the price stated in Article 3.
 - From the final 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. 290-210 Prevailing Wage

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 Advertise, and	ment, Information for Bidders, the Specifications, including Addenda Nos,,,, 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
ATTEST:	Title
By:Tammi Casey, City Clerk	By: Signature
Date	Title
(SEAL)	Date Telephone No.
	(SEAL)
APPROVED AS TO FORM:	
City Attorney	



CITY OF ARNOLD PERMIT APPLICATION

COMMUNITY DEV. DEPT. 2101 JEFFCO BLVD. ARNOLD, MO 63010 (636) 282-2378

(PLEASE PRINT OR TYPE)		DATE:		
PROJECT STREET ADDRESS:				
SUBDIVISION:	LOT:	PHASE:		

	E OF PERMIT			
RESIDENTIALCOMMERCIAL1	INDUSTRIAL	MECHANICAL		
NEW ADDITION REMODEL	SHELL	DECK DEMOLITION		
ELECTRICAL FLOODPLAIN INT	ERIOR COMPLET			
MODULAR BUILDING PLUMBING	RETAINI	(PARK OWNER MUST APPLY) ING WALL SIGN		
SEWER TAP ON (HOUSE BUILT BEFORE 6-18-76)	_ SEWER DRAIN	LAYING DRIVEWAY		
DESCRIPTION OF WORK:				
PROPERTY OWNER NAME:	PI	HONE NO:		
ADDRESS:	C0	ONSTRUCTION COST:		
CITY/STATE/ZIP:	FF	BE:		
		(Due at time of submittal)		
************	*******	***********		
REMARKS:				
UTILITY	BILLING CHEC	CK:		
Current: Owes:				
	Y:			

TURN OVER AND COMPLETE THE BACK OF THIS FORM

CONTRACTORS INFORMATION

	NAME / ADDRESS	PHONE	LICENSE NO.	SIGNATURE
CONTRACTOR:				
ELECTRICIAN:				
PLUMBER: _				
SEWER/DRAIN: _				
- MECHANICAL: _				
FIREPLACE: _ INSTALLER _		-		
authorized by the Development Depthe permit. It is Commissioner, we Building and Zorrequired by the understand and as deconstrued as deconstr	am the owner in fee, or an auth e owner. I certify that, together partment, this application shows understood that any deviations frill render the permit invalid. The ning Laws and Regulations pertain Building Commissioner to configree that issuance of a permit for authority to violate, cancel or set of the City of Arnold, except as ma	with plans and a true represent om the original undersigned fur ning to the work orm to City Or this work is a li aside any of the	I specifications submatation of the work to documents, unless apther agrees to complicated and agrees at any tidinance, Laws and icense to proceed with provisions of the Bu	itted to the Community be accomplished under oproved by the Building y with all City of Arnolo ime to make all changes Regulations. I further h the work and shall no
	Applicant Na			
	Applicant Pho	one:	Fax: _	
	Applicant Sig	nature:		

UTILITY DISCONNECT FOR DEMOLITION OR METER REMOVAL

OWNER:ADDRESS:	COMMUNITY DEVELOPMENT		
BEFORE DEMOLITION PERMITS CAN BE DISCONNECTED OR THE METER REMOV APPROPRIATE SECTION AND RETURN T	VED. PLEASE COMPLETE YOUR		
PUBLIC WATER DISTRICT #1 P.O. BOX 646, 2970 SCHNEIDER DR. ARNOLD, MO 63010 MIKE SIEDLER: 636-296-0659 FAX: 636-296-4918 SIGN OFF:	□COMPLETE REMOVAL □CAP OFF		
LACLEDE GAS COMPANY KELLY HARTMANN Kelly.Hartman@the Lacledegroup.com FAX: 314-641-2166			
SIGN OFF:			
AMEREN UE (CONTRACT 6450 HWY. MM HOUSE SPRINGS, MO 63051 PHONE: 314-992-6619 FAX: 314-641-2406	FOR: INCLUDE METER NUMBER)		
SIGN OFF:			
AT&T TIM LUKASEK MANAGER – NETWORK SERVICES PHONE: 314-963-6566			
SIGN OFF:			
MISSOURI AMERICAN WATER MARK MIGNECO Mark.migneco@amwater.com PHONE: 636-346-6055			
SIGN OFF:			







