



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
 WWW.JEFFCOMO.ORG

**Invitation for Bid:** **REMOVAL OF STRUCTURES –  
 FLOOD BUYOUT PROGRAM  
 2872 STATE ROAD W, EUREKA , MO (LOT 12 & 13)**

**Date Issued:** **7-19-11**

BIDS SHALL BE ACCEPTED UNTIL: **TUESDAY, AUGUST 16, 2011,** AT 2:00 P.M. LOCAL TIME.

**Specification  
 Contact:**

**KRISTI BALES**  
 Department of County Services and Code Enforcement  
 636-797-6455

**Contract  
 Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5382

**Mail (3) Three  
 Complete Copies  
 With Vendor And  
 Bid Information As  
 Shown In Sample:**

SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>
<i>SEALED BID: (BID NAME)</i>	

**Contract Term:  
 9-12-11 to 10-4-11**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
 Information:**

<b>Company Name</b>	<b>Authorized Agent (Print)</b>
<b>Address</b>	<b>Signature</b>
<b>City/State/Zip Code</b>	<b>Title</b>
<b>Telephone #</b>	<b>Date</b> <b>Tax ID #</b>
<b>E-mail</b>	<b>Fax #</b>

## **TABLE OF CONTENTS:**

<b>Legal Notice and Invitation for Bid</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Bid Requirements</b>	<b>Page 3</b>
<b>Bidders Response and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 8</b>
<b>Specifications</b>	<b>Page 9</b>
<b>Exceptions to Bid</b>	<b>Page 9</b>

## **1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes “**BIDDER’S INITIALS:** \_\_\_\_\_”

### **1.1 BID SUBMISSION:**

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected.

### **1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

### **1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within thirty (30) days following the opening of the bids then all bids will be deemed Rejected.

### **1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the bidder’s risk.
2. Each bidder shall furnish the information required by the invitation. The bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

### **1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

### **1.6 LATE BIDS:**

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the bidder.

### **1.7 BID DEPOSITS:**

Bid Deposits are not required unless specified in the specifications.

### **1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

### **1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated “**NO SUBSTITUTIONS**”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are incorporated into the contract as if fully setout therein.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

**THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.**

- A.  Required       Not Required      **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

- B.  Required       Not Required      **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

- C.  Required       Not Required      **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

**1.14 BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

**1.15 BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

## **2.0 BID RESPONSE AND CONTRACT**

### **2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

### **2.2 TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidders shall be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a statement obtained from the Jefferson County Assessor that the applicant does not own any real or personal property in Jefferson County.

### **2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the bidder prior to opening.
- 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.

### **2.4 PRICE:**

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

### **2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

### **2.6 NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

### **2.7 DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### **2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

### **2.9 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free

from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.10 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.11 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.12 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.13 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - C-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - C-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of

termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

C-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

**2.20 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.21 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.22 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.23 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor request an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

Incorporated in the State of \_\_\_\_\_.

**EXHIBIT C**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The grantee, subgrantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ ( Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to \_\_\_\_\_ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to \_\_\_\_\_ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*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.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE)  
(DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date



**EXHIBIT C**  
(Continued)

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

As a business entity, the grantee, subgrantee, contractor, or subcontractor must perform/provide the following. The grantee, subgrantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;  
AND
  
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

## BID SPECIFICATIONS

### 1. Introduction:

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

### 2. Background:

- 2.1 The County of Jefferson has been approved for federal and state funds to purchase flood-damaged homes. The County has been working with state and federal agencies to develop and implement programs designed to help homeowners and tenants who experienced damage by the May 2008 floods.
- 2.2 The County government of the County of Jefferson approved and authorized County staff to establish and administer a flood recovery program, which allowed for the acquisition of flood-damaged homes located within the County of Jefferson.
- 2.3 In accordance with the flood buyout policy, to complete the program the County must procure a qualified contractor to demolish the acquired properties. The procurement of the contractor must be through a competitive bid process.

## 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 County of Jefferson 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 County of Jefferson, 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.

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 Jefferson, Missouri.

2.1.1 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 County of Jefferson 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 County of Jefferson before proceeding with the work under this contract. Regulations from the County governing demolition permits hereby becomes a part of these specifications.

The County 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.

2.3.2 Foundation leveling and backfill:

Only fill material from a source approved by the Missouri Department of Natural Resources shall be permitted. Approved borrow sites may be found by contacting:

Missouri Department of Natural Resources  
Historic Preservation  
PO Box 176  
Jefferson City, Missouri 65102  
(573) 751-7958

- 2.3.3 The contractor shall abandon all wells (as applicable) in accordance with the requirements of the DNR. A copy of the MoDNR Abandonment Registration Record shall be submitted with the invoice for payment.**
- 2.3.4 Inoperable automobiles, trucks, boats and trailers shall be removed from site by acceptable and approved towing methods.
- 2.3.5 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. **Demolition of septic tank, contracts pumped by a licensed hauler (receipt from hauler to be submitted with invoice for parts) and top of tank shall be removed and the remaining portion of the tank shall be filled with rock (clean) on the entire tank shall be removed and back filled with dirt.** Lagoons are to be cleaned out/pumped dry, covered with CLEAN fill and leveled.
- 2.3.6 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.
- 2.3.7 The Contractor is responsible for ensuring that debris does not fall from or blow off transporting vehicles en route to a sanitary landfill.
- 2.3.8 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.
- 2.3.9 The Contractor shall be permitted to salvage any items.
- 2.3.10 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.
- 2.3.11 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 County or where permission has been obtained from the County.
- 2.3.12 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 County for the next action to be taken. This shall also apply to any underground storage tanks that were not previously identified.

**2.3.13 Asbestos identified in the Asbestos Survey Report shall be removed as required by the Missouri Department of Natural Resources.**

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.

**3. Reporting Requirements:**

3.1 All notices required or authorized to be given to the Contractor by the County of Jefferson pursuant to this Contract shall be delivered by Department of Administration, Division of Contracts and Grants to the person signing the Contract on behalf of the contractor as shown on the Contract page.

3.2 All notices required or authorized to be given to the County of Jefferson by the Contractor pursuant to this Contract shall be delivered to the Flood Buyout Administrator at County of Jefferson, MO.

3.3 The Contractor must schedule and complete the property demolition by October 4, 2011.

3.4 The Contractor shall immediately report by telephone to the County of Jefferson 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 County of Jefferson shall notify the Contractor of the contact personnel.

**4. Other Requirements:**

4.1 All reports and materials developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of the County of Jefferson. 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 County of Jefferson.

4.2 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.

4.3 The Contractor shall fully coordinate all activities in the performance of the contract with those of the County of Jefferson. 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 County of Jefferson throughout the effective period of the contract.

#### 4.4 Other Contractual Requirements:

##### 4.4.1 Subcontractors:

If approved by the County of Jefferson, 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 County and to ensure that the County 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 County 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 a 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.

##### 4.4.2 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.

##### 4.4.3 Coordination:

The contractor shall fully coordinate all contract activities with those activities of the County. 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 County. The County's representative 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 County's representative will not be required to make exhaustive or continuous on-site inspections to check the work.

##### 4.4.4 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 County. 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.

#### 4.4.5 Substitution of Personnel:

The contractor agrees and understands that the County'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 County. 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 County agrees that an approval of a substitution will not be unreasonably withheld.

### 5. **Basis of Payment**

- 5.1 The Contractor shall be paid in accordance with the **bid award**.
- 5.2 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.
- 5.3 The Contractor shall not be entitled to any other payments or reimbursements.
- 5.4 The Contractor and their 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 subcontractors for performance of the work under this Agreement.
- 5.5 The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of Jefferson 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 County of Jefferson 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.

### 6. **Compliance With Laws:**

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 Jefferson County, Missouri 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.

## BID SPECIFICATIONS

The County is requesting sealed bids for the Demolition and Removal of the Buildings located on Property Identified as:

2872 State Road W, Eureka (Lot 12 and Lot 13)

Eureka, Missouri

Parcel Tax ID Number 04-6.0-13.0-0-001-050.

Jefferson County Street Guide, Page 10, Section L6.

Please also include the following language in the bid proposal:

- **One (1) structure is to be demolished. The residential structure is one-story in height with approximately 860 square feet on a partial, unfinished basement and a crawl space.**
- **Contractor to obtain Demolition Permit from the Jefferson County Code Enforcement Division. (Fee waived due to project being owned by Jefferson County).**
- **Foundation to be removed, and then backfilled with dirt only and then foundation site to be leveled to grade and then seeded and strawed.**
- **Contractors are responsible for disconnecting electrical, telephone, water and sewer service.**
- **Demolition of septic tank, contents pumped and discarded by a licensed hauler (receipt from hauler to be submitted with invoice for payment) and top or entire tank shall be removed and the remaining portion of the tank or excavation shall immediately be filled with rock (clean).**
- **Per the appraisal, there is a well on the property. Well is to be abandoned in accordance with the Missouri Department of Natural Resources. The completed "Abandonment Registration Record" form is to be submitted with the invoice for payment.**
- **An asbestos survey has been conducted. Findings are as follows: The floor tile in the entry way is on a wooden substrate and may be left in place if kept wet during demolition. This entryway area is approximately 9 square feet in size. All other materials sampled Asbestos Containing Materials were found to be negative.**
- **A copy of the license of the licensed asbestos contractor shall be submitted with the bid package.**
- **An *optional* walk-through will be held from 10:15am to 10:30am on Friday, July 29.**

All vendors submitting a proposal for the above project must submit a copy of their Comprehensive General Liability insurance (\$1,000,000.00) and Workman's Compensation Insurance (\$500,00.00) per RSMo Chapter 287. Vendors who do not have Workman's Compensation Insurance are not eligible for a contract with Jefferson County.

### **COST OF DEMOLITION AND/OR REMOVAL:**

**Cost for Removal of Buildings:** \$ \_\_\_\_\_

**PLUS Building Demolition Permit Fee:** + \_\_\_\_\_ \$0.00

**TOTAL COST:** \$ \_\_\_\_\_

**Copies of Comprehensive General Liability Insurance, Professional Liability Insurance and Worker's Compensation Insurance must be submitted with Bid.**

**Removal and Demolition of Buildings must be completed by October 4, 2011.**



# SITE PICTURES

## ADDITIONAL INFORMATION CONTACT THE OFFICE OF CODE ENFORCEMENT

636-797-6455

Photo of the structures are as follows:

