

**Demolition Bid for Various Properties
in the City of Sullivan
Project # 13013**

Bid Specifications

City of Sullivan, Missouri

Legal Notice Invitation to Bid

Sealed bids for demolition services will be received by the City of Sullivan, Missouri at the City Hall located at 210 W Washington, Sullivan, MO 63080, until 10:00 o'clock a.m. Wednesday, July 31, 2013. The bids will be publicly opened and read aloud. All bids will be clearly marked "**Demolition Bid for Various Properties in the City of Sullivan Project # 13013**".

Bid specifications may be obtained at the Sullivan City Hall, 210 W Washington, Sullivan, MO 63080 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

Conditional bids will not be accepted.

Each bidder shall execute and submit a non-collusion affidavit (copy attached to specifications) with the submission of their bid.

Each bidder shall provide a certificate of insurance in the amount not less than \$2 million per occurrence and provide the City with an additional insured endorsement listing the City of Sullivan as an additional insured for general liability.

Each bidder shall provide proof of worker's compensation insurance.

Each Bidder shall provide proof that they are enrolled and participate in E-verify and they meet the OSHA 10-hour Construction Safety Program requirements for public contracts. Both of these requirements are required by State or Federal Statute effective January 1, 2009.

All bids shall remain open for thirty (30) days.

The City of Sullivan reserves the right to accept or reject any and all bids and to waive any irregularities in the bidding process.

Instructions to Bidders

PROPOSAL

Proposals shall be made on the form(s) herein provided. Such proposals shall be endorsed **Demolition Bid for Various Properties in the City of Sullivan Project # 13013** and addressed to the City of Sullivan, 210 W Washington, Sullivan, MO 63080. Proposals shall include bid proposal, experience statement, non-collusion affidavit, proof of liability insurance, proof of worker's compensation coverage, proof of enrollment and participation in E-Verify, and proof of successful participation in the OSHA 10-hour Construction Safety Program.

NON-COLLUSION AFFIDAVIT

Every bidder shall complete, sign, and notarize the non-collusion affidavit hereinafter included in these specifications. Said non-collusion affidavit shall be included with the bid proposal.

INSURANCE REQUIRED

Each bidder shall provide proof of liability insurance not less than \$2,000,000 per occurrence. Each bidder shall provide proof of worker's compensation insurance.

E-VERIFY COMPLIANCE REQUIRED

Each Bidder shall provide proof that their company is enrolled in E-Verify, as required by law. Information on E-Verify may be obtained at 1-888-464-4218. There is no charge for this program.

OSHA 10-HOUR CONSTRUCTION SAFETY TRAINING REQUIRED

Each Bidder shall provide proof that the employees that will be employed within the scope of this project have successfully completed the OSHA 10-Hour Construction Safety Training course, as required for public projects.

COMPETENCY OF BIDDERS

Each bidder shall furnish satisfactory evidence that he or she has the necessary resources to fulfill the conditions of the contract documents, in the form of an experience statement, list of available equipment, or other such document(s) providing proof of ability to adequately perform the functions of the contract. Each bidder shall furnish three references related to similar demolition projects.

RIGHT TO REJECT BIDS

The City of Sullivan reserves the right to reject any and all bids and to waive any irregularities in the bidding process, at the sole discretion of the City.

AWARD OF CONTRACT

The contract will be awarded to the bidder whose proposal is deemed to be the lowest and best by the City of Sullivan. Failure of the City of Sullivan to execute a signed contract shall render the bids received under this proposal null and void.

BID PROPOSAL

To the City of Sullivan, Missouri, for demolition services of the following properties.

In accordance with the instructions and specifications contained within the Bid Specifications, the following proposal is respectfully submitted:

	Property	Parcel Number	Bid Amount Per Property
FRANKLIN COUNTY			
1	231 North Center Street	35-2-09.0-3-004-063.000	\$
2	260 East Euclid	35-2-09.0-3-004-240.000	\$
CRAWFORD COUNTY			
1	422 Sappington Bridge Road	014017114012010	\$
TOTAL LUMP SUM BID			\$

Total Bid Amount (Lump Sum) Bid amounts shall be all inclusive for the complete demolition, removal, and proper disposal of all sites including all foundations, asphalt and concrete driveways, sidewalks, removal of sanitary sewer and water connections capped at property line, etc. It shall be the contractors responsibility for all permits and requirements from the City and Missouri Department of Natural Resources, including but not limited to environmental requirements. Please insure your bids are stated in a not to exceed lump sum. It shall be the contractor's responsibility to plan for contingencies. All grounds disturbed during and by the demolition shall be returned to a vegetated state after completion.

By submission of this bid, Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or any competition, is willing and able to execute this contract on the commencement date of the contract, and is duly authorized to enter this bid on the behalf of any corporation or entity for which this bid has been entered.

Bid Proposal Respectfully Submitted By:

Firm Name

Street Address

Signature

City, State, and Zip Code

Title

Date

Telephone Number

Fax Number

E-mail Address

Federal Identification Number

NON-COLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first and duly sworn, deposes and says

that he/she is _____ of _____,
(sole owner, partner, president, etc)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of any affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of any other bidder, or to secure any advantage against the **City of Sullivan, Missouri** or any person or persons interested in the proposed contract; and that all statements contained in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public in and for

_____, County, _____

My commission expires _____.

BID PROPOSAL SPECIFICATIONS

SPECIFICATIONS FOR Demolition Services

DEFINITIONS:

City – The City of Sullivan, Missouri.

Contractor – The person, partnership, corporation, or other entity submitting the bid and/or the person, partnership, corporation, or other entity that is awarded a contract to perform the bid specifications.

Demolition Services – herein referred to shall be all inclusive for the complete demolition, removal, and proper disposal of all

PROJECT DESCRIPTION:

The City is seeking Contractor to successfully perform the following task and be all inclusive for the complete demolition, removal, and proper disposal of all sites including all foundations, asphalt and concrete driveways, sidewalks, removal of sanitary sewer and water connections capped at property line, etc. All demolition areas shall be returned to grass. It shall be the contractors responsibility for all permits and requirements from the City and Missouri Department of Natural Resources, including but not limited to environmental requirements. Please insure your bids are stated in a not to exceed lump sum. It shall be the contractor's responsibility to plan for contingencies.

PRE-BID MEETING:

The City of Sullivan will be conducting a pre-bid meeting on Wednesday, July 17, 2013 at 10:00 a.m. to discuss the project sites and project expectations. Any interested bidders are encouraged to attend prior to submitting bids.

DUE-DILIGENCE

Interested bidders are encouraged to contact Building Commissioner Dan King at 573-468-8965. Please review the attached information prior to submitting your bid for this project. You are also encouraged to travel to the project sites to inspect the area prior to submitting your bid for this project.

CONTRACT TERMS:

The City shall award the contract to the lowest and best responsive bidder within thirty (30) days of bid opening. Notwithstanding the provisions contained in the bid specifications, the City reserves the right to reject any and all bids and to negotiate contract terms with the bidder determined to be the lowest and best responsive and responsible bidder.

Contractor shall be an independent contractor and shall furnish his/her own tools, equipment, fuel, and employees. All equipment and tools shall be in proper repair, insured, and properly registered. All employees operating equipment shall meet all necessary licensing and/or registration requirements within the State of Missouri.

Contractor shall be an independent contractor and is solely responsible for reporting income earned under this contract to any appropriate government agency(s).

Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the contractor (or specified subcontractor) and shall be fully qualified to perform the work required. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Contractor shall carry in full force and effect, insurance necessary to comply with the requirements of the workmen's compensation requirements of the State of Missouri.

Contractor shall require his/her insurance carriers to provide Certificates of Insurance to the City of Sullivan, Missouri showing names of companies, amount of insurance coverage, expiration date or dates, and policy number or numbers.

Contractor shall require his/her insurance carrier to have the City of Sullivan endorsed as an additional insured party on said liability insurance coverage.

General Indemnification. The contractor shall indemnify the City of Sullivan, Missouri, any of its members, employees, agents, officers, and consultants (each an indemnity) against, and hold each indemnity harmless from any and all claims, demands, causes of action, judgments, liens, penalties, costs, and expense whatsoever, including attorney's fees and expenses, of any kind or nature whatsoever, including, but not limited to, claims for bodily injury, illness or death, property damage including loss of use which may at anytime be imposed upon, incurred by or asserted against any indemnity as a result of any performance or lack of performance by the contractor or any of its agents or employees of any of its or their obligations hereunder, or as a result of any negligence of the contractor or any of its agents or employees. This indemnification of the City of Sullivan is not limited by the amount of any insurance coverage available to the contractor. Such indemnification shall not include claims or demands arising out of the negligence or misconduct of the City.

Contractor shall be enrolled and participate in E-Verify, as required by law.

Contractor shall insure all employees employed in the provision of services related to this project are compliant with the OSHA required 10-hour Construction Safety Course for public projects.

This project is a public project and requires contractor to abide by the prevailing wage standards within Franklin County for the completion of the project. Contractor shall supply payroll verification documents to the city, with the submission of the payment request (invoice). Said documents shall be kept on file at the city, as required by law.

The illegal use, possession, dispensation, distribution, manufacture, or sale of a controlled substance or illegal drug by contractor, an employee of the contractor, or approved subcontractor at any service site is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for immediate termination of this contract.

Contractor shall submit sealed bids for the **Demolition Bid for Various Properties in the City of Sullivan Project # 13013** at the Sullivan City Hall located at 210 W Washington, Sullivan, MO 63080 until 10:00 a.m. on Wednesday, July 31, 2013.

BIDDING REQUIREMENTS

1. GENERAL.

The successful Bidder will be required to furnish equipment, materials labor insurance, etc., required to complete the project and to fully comply with the requirements of the specifications and other Contract Documents.

2. PREPARATION OF BID.

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certified check or Bid Bond must be fully completed and executed when submitted.

3. INTERPRETATION OF CONTRACT DOCUMENTS.

- A. Bidders shall familiarize themselves with the contemplated Work to insure the fulfillment of the intent of the Contract Documents.
- B. Any Bidder who is in doubt as to the true meaning of any part of the Contract Documents shall promptly request from the City Engineer an interpretation thereof.
- C. Interpretations will be made only by Addendum, duly issued, and a copy of each addendum will be mailed or delivered to each party who has received a set of these Contract Documents. Information obtained from an officer, agent, or employee of the City of Sullivan or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any and all of the Conditions of the Contract.
- D. No interpretation addendum will be issued within the last three (3) days before the bid date unless the bid date is changed accordingly to allow time for bidders consideration.
- E. The Bidder shall be solely responsible for any explanation or interpretation of the Contract Documents other than by duly issued addenda.

4. FAMILIARITY WITH SITE AND CONDITIONS.

- A. The Bidder, before submitting his proposal, shall by careful examination, satisfy himself as to the following:
 - 1. Nature and location of Work.

2. Character, quality, and quantity of materials to be encountered.
 3. Character of equipment and facilities needed prior to and during execution of the proposed Work.
 4. General local conditions.
 5. Requirements for maintaining existing facilities in continuous service, if necessary and required.
 6. Existence of any other conditions which might affect the cost or time of completion of the Work.
- B. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid. Filing the proposal shall confirm that the examination of site and conditions have been made by the Bidder and the existing conditions are accepted by him.

5. WITHDRAWAL OF BIDS.

- A. Proposals may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening, provided the proposal has been properly marked and can be positively identified.
- B. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Sullivan and the Bidder.

6. CONTRACT.

The Contract when executed shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the City of Sullivan or by any other person.

7. BONDS.

- A. Each Bid must be accompanied by a Bid Bond or certified check payable to the City of Sullivan for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the City of Sullivan will return the

Bonds of all except the three (3) lowest responsive, responsible Bidders. When the Agreement is executed the Bonds of the two (2) remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which time it will be returned. A certified check may be used in lieu of the Bid Bond.

- B. A Payment Bond and a Performance Bond each in the amount of one hundred percent (100%) of the Contract price, or an Irrevocable Letter of Credit or a Cash Bond will be required for the faithful performance of the Contract. Such corporate surety shall be licensed to operate in the State of Missouri, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 of the Audit Staff Bureau of Account, U.S. Treasury Department.
- C. The Attorney-in-fact who signs Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of the power of attorney.

7. INSURANCE.

The Contractor will be required to carry insurance as required and in the amount herein contained, during the lifetime of this Contract. Certification of Insurance coverage shall be filed with the City of Sullivan prior to the Notice to Proceed on the Project.

8. SAFETY STANDARDS AND ACCIDENT PREVENTION.

With respect to all work performed under this Contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations Section 1518 as published in the "Federal Register", Volume 36, No. 75, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no

case shall employees be permitted to work at the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.