

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TUBBS & SON CONSTRUCTION FOR THE DEMOLITION OF A CERTAIN PROPERTY ACCORDING TO BID #923

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Manager is hereby authorized to enter into and execute an agreement with Tubs & Son Construction for the demolition of 6141 Garfield Ave according to Bid #923.
- Section 2.** The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this _____ day of _____ 2023
2nd Reading this _____ day of _____ 2023
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2023

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:			
Councilwoman Verges	Aye	Nay	Absent
Councilwoman Williams	Aye	Nay	Absent
Councilman Hoskins	Aye	Nay	Absent
Councilwoman Anthony	Aye	Nay	Absent
Councilman Hindeleh	Aye	Nay	Absent
Councilwoman-at-Large Crawford-Graham	Aye	Nay	Absent
Mayor Deinbo	Aye	Nay	Absent

**DEMOLITION OF A CERTAIN PROPERTY
CITY OF BERKELEY, MISSOURI
TOTAL BID PRICE FORM**

Date: 3/27/2023

To: Deanna Jones
City Clerk
8425 Airport Road
Berkeley, Missouri 63134

Dear Ms. Jones,

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the Contract documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to perform the **"Demolition of Structure"** and site restoration in connection with work within the City of Berkeley.

2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

3 The bidder is prepared to submit a financial and experience statement upon request.

4. TOTAL BID PRICE (STRUCTURES):	\$ <u>9,225.00</u>
5. TOTAL BID PRICE: (ASBESTOS ABATEMENT)	\$ <u>2,750.00</u>
6. TOTAL BID PRICE: (ACCESSORY STRUCTURE/TREES)	\$ <u>750.00</u>

COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

Date: 3/27/2023

Company Name: Tubbs & Son Construction

Company Address: PO Box 107, Lonedell, MO. 63060

Phone Number: 314-574-5403

Cell Phone: 314-574-0957

E-mail Address: tubbs_son_const@yahoo.com

Website: N/A

Authorized Officer: Nichole Harvath

Signature:



Title:

Owner

PROJECT AGREEMENT

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

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

STATEMENT OF WORK: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, and services and perform and complete all work required for the demolition and removal of a certain residential structures within the City of Berkeley, Missouri; and site restoration, traffic control measures and any and all required supplemental work for completion of the project in accordance with the Contract documents.

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

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

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

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

Attest: _____

By _____

Title: _____

By _____

Title: _____

Contractor

By: Nichole Harvath

Title: Owner

Street: PO Box 107

City: Lonedell, MO. 63060

**CITY OF BERKELEY,
MISSOURI**

By: _____

Title: _____

Street: 8425 Airport Road

City: Berkeley, MO 63134

PERFORMANCE AND PAYMENT BOND FORM

KNOWALL MEN BY THESE PRESENTS, THAT we Tubbs & Son Construction, as principal, and _____ as Surety, are held and firmly bound unto the CITY OF BERKELEY, in the sum of twelve thousand seven hundred twenty-five and 00/100 Dollars (\$ 12,725.00) for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by theses presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____ day of _____, 2018, enter into a contract with the City of Berkeley for "Demolition of Certain Structures."

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City of Berkeley, with or without notice to the Surety and during the life of any guaranty required under the contract ; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payments for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the City of Berkeley, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contractor or in the work to be done under it or the giving by the City of Berkeley of any extension of the time for the performance of contract or any other forbearance on the part of either the City of Berkeley, the Principal to the other, shall not in any way release the Principal and the Surety, or either of any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being here by waived.

AS APPLICABLE:

AN INDIVIDUAL

Name: Nichole Harvath _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

City/State/Zip _____

Telephone Number of Attorney-in-Fact: _____

Signature of Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

AFFIRMATIVE ACTION STATEMENT

THE CITY OF BERKELEY, MISSOURI

Is an **EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission (EEOC). In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Act against Discrimination. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

Nichole Harvath

Printed Name



Signed

Owner

Position

3/27/2023

Date

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

AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

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

1. Name and address of your organization: Tubbs & Son Construction - PO Box 107, Lonedell, MO. 63060
2. Name and position of person completing this report: Nichole Harvath - Owner
3. We do not wish to be on your prime vendor list and are returning this form incomplete:
4. Do you consider your organization to be an Equal Employment Opportunity Employer? (circle one) Yes No
5. Are you part of or a division of a larger parent organization? If Yes, please give parent organization name and home office address: NO
6. How many employees were on the payroll last pay period? Full-Time ☒ Part-Time ☐
 - 6.1. How many women were on the payroll? 1
 - 6.2. How many minorities were on the payroll? 0
 - 6.3. Time Male Minority employee's: 0
 - 6.4. Full Time Female Minority employee's: 0
 - 6.5. Part Time Male Minority employee's: 0
 - 6.6. Part Time Female Minority employee's: 0
7. Does your organization include in its employment advertising a phrase similar to: "We are an Equal Employment Opportunity Employer "; or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future: Yes
8. Does your organization or you parent organization have an Affirmative Action Plan?
Yes ☐ No ☒ If, Yes, please supply a copy of the current plan.
9. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes ☐ No ☒ If Yes, please supply the name, title, phone number and address for future correspondence. _____

The City of Berkeley thank you for your cooperation in completing this form and returning with your bid.

SPECIFICATIONS FOR DEMOLITION

PLEASE READ CAREFULLY AND INITIAL EACH ITEM
SUBMIT THIS FORM WITH BID NO. 923

- The Contactor shall hold a Contractor's License with St. Louis County and/or State of Missouri and be approved by Berkeley's Building Commissioner for the work, which is to be performed. NH
- The selected Contractor shall furnish proof of insurance coverage as specified in "Insurance" of this bidding document. The selected contractor shall submit proof of insurance within ten (10) days of "Notice of Award" NH
- ALL bidders are required to submit a Bid Bond in the amount of 10% of total bid. NH
- A Performance Bond is required, 100% of the contract amount shall be submitted by the selected contractor with a signed contract, at which time the 10% Bid Bond will be released. NH
- Before a structure can be demolished, the Contractor shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, and other connections. Sewer shall be disconnected at the main. A permit to demolish the structure shall not be issued until a release is obtained from the utilities, stating that their respective service connections and all appurtenances such as meters and regulators, etc., have been removed or sealed and plugged in a safe manner. Copies must be submitted with Berkeley Demolition Permit Application for each structure. NH
- Notice to Adjoining Owners: Only when written notice has been given by the Contractor to the owners of adjoining lots and to the owners of wired or their facilities, of which the temporary removal may be necessitated by the proposed work, shall a permit be granted for the removal of a building or a structure. NH
- A "Letter of Permit" from St Louis County Department of Health, Division of Environmental Protection shall accompany Berkeley's Demolition Permit Application. NH
- Provide Copies of St Louis County Department of Health "Demolition of Waste" permit with each Berkeley Demolition Permit Application. NH
- Demolition and Plumbing Permits shall be obtained at **no cost** to the bidder and will be issued at the Inspections Office, 8425 Airport Road, Berkeley MO 63134. NH
- Lot Regulations: Whenever a structure is demolished or removed the lot shall be restored to the established grades of adjacent properties and shall assure proper drainage of storm water. Only approved masonry sand, red sand, gravel or soil fill may be used. When sand, gravel or soil fill is used over masonry fill it shall be properly hosed with water so as to fill all voids and provide not less than twelve inches (12") of cover over all masonry rubble. NH
- Compaction: All excavations shall be backfilled with acceptable material and compacted at minimum of 90 percent Modified Proctor in accordance with ASTM D 1557. The contractor shall stipulate to the compaction and be verified by the City's Engineer. NH
- All Basements and Foundation Walls: All basement floors, footings, and foundations shall be **completely** removed from the site (do not bury). The basement area is to be inspected and approved by the City before backfilling is started. The Contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The Contractor shall contact the City when removal is complete to schedule the basement inspection. Failure to do so may result in re-excavation of the basement area at the Contractor's expense. NH

SPECIFICATIONS FOR DEMOLITION (CONTINUED)

SUBMIT THIS FORM WITH BID NO. 923:

- Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances. NH
- There shall not be less than **twelve inches (12")** of top soil cover over the entire demolition site. NH
- There shall not be less than **twelve inches (12")** of dirt cover over the entire demolition site. NH
- Backfill: When site conditions permit, as determined by the City, on-site soil shall be used as backfill material. The top 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. The Contractor shall bring in enough topsoil from off-site to place a minimum 12-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage. NH
- The erection of necessary barricades, walls, fences, etc., for safety of the public shall be the responsibility of the Contractor. NOTE: The Contractor shall provide additional backfill as needed. NH
- Rubble and Debris: All demolition rubble and debris shall be disposed of in a proper manner at the expense of the Contractor. Dumping tickets shall accompany final invoice. NH
- Requirements of the City's Erosion Control Ordinance shall apply. **Berkeley Ordinance 3809.** NH
- Trees that are to be removed; shall be completely removed from the lot, and the area backfilled. Tree stumps shall be totally removed. NH
- Seeding and Straw: The lot shall be covered in seed and straw after final grade; the grass seed shall be Perennial Rye. NH
- Provide copies of Asbestos Abatement receipt to this office with payment voucher. NH
- Certified payroll sheets, lien waivers shall be submitted with final invoice. NH
- After notice to proceed is issued, all work shall be completed within thirty (30) WORKING Days. NH
- The contractor shall bid the structures on a separate bid sheet (**Attachment #1**). NH
- The contractor shall bid the asbestos abatement on a separate bid sheet (**Attachment #2**). NH
- The contractor shall bid the accessory structure/trees on a separate bid sheet (**Attachment #2**). NH
- Landfill receipts shall be attached with final invoices. NH
- Wet Demolitions are required to have permits issued by Missouri American Water to tap fire hydrant. File permits in Inspections Office, 8425 Airport Rd, Berkeley MO 63134. NH
- Payments shall be lump sum on completion, to be paid directly by City of Berkeley within 30 days of submitting invoices to the City. NH

ADDITIONAL INFORMATION

I have read all the above **Specifications for Demolition**, and initialed where noted and hereby agree to return to the City of Berkeley and comply with all of the terms and conditions listed in the Specifications.

Nichole VanDale
Owner/Agent (Signature)

STRUCTURE BID SHEET (Attachment #1)

BID FORM

PROJECT NO. 923

PROPOSAL HAVE: Tubbs & Son Construction (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY, 8425 AIRPORT ROAD, BERKELEY, MO 63134


THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENTS AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING THE AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSES TO FURNISH ALL EQUIPMENT, LABOR, MATERIALS, AND SUPPLIES, AND TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS, WITHIN THE TIME SET FORTH THEREIN, AND AT THE PRICES STATED BELOW:

Locator ID	Address	Sq. Ft.	Property Type	Bid Price
11K340342	6141 GARFIELD AVE	1,190	SINGLE FAMILY	\$9,225.00

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.


SIGNATURE

3/27/2023

DATE

PO Box 107, Lonedell, MO. 63060

ADDRESS


ATTEST

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2020)

ASBESTOS ABATEMENT BID SHEET (Attachment #2)

BID FORM

PROJECT NO. 923

PROPOSAL HAVE: Tubbs & Son Construction (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY, 8425 AIRPORT ROAD, BERKELEY, MO 63134

THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENT AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING THE AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSES TO FURNISH ALL EQUIPMENT, LABOR, MATERIALS, AND SUPPLIES, AND TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS, WITHIN THE TIME SET FORTH THEREIN, AND AT THE PRICES STATED BELOW:

Locator ID	Address	Sq. Ft.	Property Type	Price
11K340342	6141 GARFIELD AVE	1,190	SINGLE FAMILY	\$2,750.00

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.


SIGNATURE

3/27/2023

DATE

PO Box 107, Lonedell, MO. 63060

ADDRESS


ATTEST

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2020)

ACCESSORY AND TREES BID SHEET (Attachment #3)

BID FORM

PROJECT NO. 923

PROPOSAL HAVE: Tubbs & Son Construction (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY, 8425 AIRPORT ROAD, BERKELEY, MO 63134

THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENT AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING THE AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSES TO FURNISH ALL EQUIPMENT, LABOR, MATERIALS, AND SUPPLIES, AND TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS, WITHIN THE TIME SET FORTH THEREIN, AND AT THE PRICES STATED BELOW:

Locator ID	Address	Sq. Ft.	Accessory Type/Tree Size	Price
11K340342	6141 GARFIELD AVE	1,190	Overgrown Brush / Driveway	750.00

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.


SIGNATURE

3/27/2023

DATE

PO Box 107, Lonedell, MO. 63060

ADDRESS


ATTEST

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2020)