

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 CERTAIN PROPERTIES ACCORDING TO BID #924 – CDBG FUNDED

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 certain properties, and to comply with all rules and regulations of Bid #923, which is funded through CDBG.

Section 2. The approved properties are:

5935 Hancock Ave	5939 Hancock Ave	5943 Hancock Ave
6312 Jackson Ave	6316 Jackson Ave	6845 Berkridge Ct
6620 Graybirch Dr	8447 Midwood Ave	6218 Garfield Ave
8411 Chalons Ct	8119 Rector Dr	

Section 3. The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 4. 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 ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

**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 Certain Structures"** 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):** \$ 99,655.00

5. **TOTAL BID PRICE: (ASBESTOS ABATEMENT)** \$ 19,150.00

6. **TOTAL BID PRICE: (ACCESSORY STRUCTURE/TREES)** \$ 8,000.00

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 ONE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED FIVE AND 00/100 Dollars (\$ 126,805.00) 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
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? 2
 - 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: NO
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. 924

- 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. 924:

- 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

SUBMIT THIS FORM WITH BID NO. 924:

ADDITIONAL INFORMATION

It is the Owner's intent to attain Substantial Completion within 60 days.

These houses are vacant and will remain so. Ameren electric meters and Spire Gas services has been removed.

Water service shall be tapped off by licensed plumber, Missouri American Water shall be notified by the contractor.

Contractor shall have sufficient personnel, equipment and material on a standard straight time Work week to conform to demolition requirements.

Acceptable work hours are Monday through Friday during daylight hours. No work will be permitted on Saturdays or Sundays.

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.

Tubbs & Son Construction
Company's Name

License

3/27/2023
Date

Nichole Harvath
Owner/Agent (Print Name)


Owner/Agent (Signature)

STRUCTURE BID SHEET (Attachment #1)

BID FORM

PROJECT NO. 924

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

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

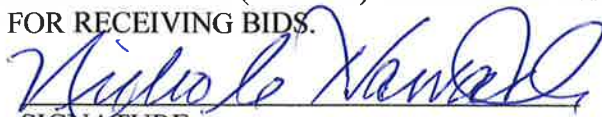
THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENTS AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING 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
12J431943	5935 HANCOCK AVE	820	SINGLE FAMILY	\$7,160.00
12J432014	5939 HANCOCK AVE	768	SINGLE FAMILY	\$7,610.00
12J432124	5943 HANCOCK AVE	700	SINGLE FAMILY	\$7,160.00
11J410563	6312 JACKSON AVE	616	SINGLE FAMILY	\$9,100.00
11J410662	6316 JACKSON AVE	616	SINGLE FAMILY	\$9,250.00
10K340435	6845 BERKRIDGE CT	1,238	SINGLE FAMILY	\$9,975.00
10J120173	6620 GRAYBIRCH DR	1,598	SINGLE FAMILY	\$9,725.00
10J111098	8447 MIDWOOD AVE	1,288	SINGLE FAMILY	\$9,725.00
11J131204	6218 GARFIELD AVE	1,056	SINGLE FAMILY	\$9,725.00
10J130518	8411 CHALONS CT	1,462	SINGLE FAMILY	\$9,975.00
11J230361	8119 RECTOR DR	1,254	SINGLE FAMILY	\$10,250.00

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 (2023)

ASBESTOS ABATEMENT BID SHEET (Attachment #2)

BID FORM

PROJECT NO. 924

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

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

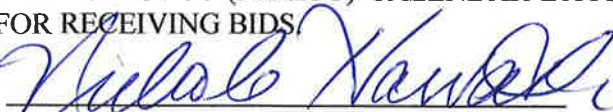
THE BIDDER, IN COMPLIANCE WITH OUR INVITATION FOR BIDS FOR THE DEMOLITION OF CERTAIN PROPERTIES IN THE CITY OF BERKELEY, AND HAVING EXAMINED THE SPECIFICATIONS WITH RELATED DOCUMENT AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE PROPOSED PROJECT INCLUDING 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
12J431943	5935 HANCOCK AVE	820	SINGLE FAMILY	\$1,800.00
12J432014	5939 HANCOCK AVE	768	SINGLE FAMILY	\$1,800.00
12J432124	5943 HANCOCK AVE	700	SINGLE FAMILY	\$1,800.00
11J410563	6312 JACKSON AVE	616	SINGLE FAMILY	WET DEMO
11J410662	6316 JACKSON AVE	616	SINGLE FAMILY	WET DEMO
10K340435	6845 BERKRIDGE CT	1,238	SINGLE FAMILY	\$2,750.00
10J120173	6620 GRAYBIRCH DR	1,598	SINGLE FAMILY	\$2,750.00
10J111098	8447 MIDWOOD AVE	1,288	SINGLE FAMILY	\$2,750.00
11J131204	6218 GARFIELD AVE	1,056	SINGLE FAMILY	\$2,750.00
10J130518	8411 CHALONS CT	1,462	SINGLE FAMILY	\$2,750.00
11J230361	8119 RECTOR DR	1,254	SINGLE FAMILY	WET DEMO

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 (2023)

ACCESSORY AND TREES BID SHEET (Attachment #3)

BID FORM

PROJECT NO. 924

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

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


THE BIDDER, INCOMPLIANCE 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
12J431943	5935 HANCOCK AVE	820	12J431943	\$1,200.00
12J432014	5939 HANCOCK AVE	768	12J432014	\$750.00
12J432124	5943 HANCOCK AVE	700	12J432124	\$1,200.00
11J410563	6312 JACKSON AVE	616	11J410563	\$500.00
11J410662	6316 JACKSON AVE	616	11J410662	\$350.00
10K340435	6845 BERKRIDGE CT	1,238	10K340435	\$500.00
10J120173	6620 GRAYBIRCH DR	1,598	10J120173	\$750.00
10J111098	8447 MIDWOOD AVE	1,288	10J111098	\$750.00
11J131204	6218 GARFIELD AVE	1,056	11J131204	\$750.00
10J130518	8411 CHALONS CT	1,462	10J130518	\$500.00
11J230361	8119 RECTOR DR	1,254	11J230361	\$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 (2023)

**St. Louis County Office of Community Development
Workforce Equity Report
OVERVIEW**

NOTE TO BIDDERS: You must return ALL applicable forms in this packet with your bid. Failure to do so may result in your bid being disqualified.

The St. Louis County Office of Community Development (OCD) is committed to promoting workforce equity through the administration of funds from the U.S. Department of Housing and Urban Development (HUD). Therefore, the following expectations are in place for all activities funded in whole or in part by OCD community development and housing programs:

Women and Minority Owned Business Participation

Contractors, subcontractors, developers and subrecipients of OCD funding should make every effort possible to utilize certified Women Owned Business Enterprises, referred to as WBEs, and Minority Owned Business Enterprises, referred to as MBEs. St. Louis County has the following aggregate goals for each classification (based on contract dollars):

**Construction – 24% MBE, 9.5% WBE
Non-Construction – 16% MBE, 15% WBE**

Section 3 Participation

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Contracts over \$200,000 trigger Section 3. When triggered, Section 3 opportunities must be extended to certified residents and businesses to these minimum goals:

- 1. 30% of the aggregate number of new hires shall be Section 3 residents;**
- 2. 10% of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and**
- 3. 3% of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.**

Preference for Demonstrating Workforce Equity

St. Louis County and its subgrantees are required by HUD Regulation 24 CFR Part 135 to provide economic opportunities for Section 3 residents and businesses; consequently, preference for contract award shall be given to the bidder using the most qualified Section 3 businesses and/or employees if the bid is reasonable and no more than 10 percent higher than the lowest responsive bid from any qualified source. This benefit applies to ALL projects, even if Section 3 is not triggered.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above (note: Section 3 may not be required for all projects, but participation at the minimum numerical goals is still highly recommended). All efforts to utilize WBE, MBE and Section 3 businesses and residents should be documented, and the OCD Workforce Equity Report should be submitted for all relevant project bids. Submit FORMS 1 & 2 for all projects or FORMS 1-5 for all Section 3-triggered projects at the time of the bid submission or application for funding.

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 1 – ASSESSMENT AND CERTIFICATIONS**

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

Project Name: Bid 924 - Demolition of Certain Structures
Project Location or Address(es):

Developer/Contactor/Subcontractor Information:

Name of Firm: Tubbs & Son Construction	Address: PO Box 107, Lonedell, MO. 63060
Authorized Representative: Nichole Harvath	Title: Owner
Phone: 314-574-5403	Email: tubbs_son_const@yahoo.com

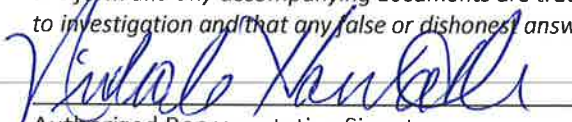
1. Check all that apply to your business: ☐ Certified Section 3 ☐ Certified MBE ☐ Certified WBE
2. Will you be hiring new employees or providing new training opportunities because of this contract? ☐ YES ☒ NO
3. Will you be using subcontractors to complete this project? ☒ YES ☐ NO
- If YES, what percent of your contract amount will be subcontracted to Section 3 certified businesses? 0 %
4. Is your bid/contract/subcontract amount greater than \$200,000? ☐ YES ☒ NO

If YES, Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. **You must still complete the certifications below as applicable and return Forms 1 & 2 with your bid or application for funding.**

Certifications		YES	NO	N/A
All Projects:	I understand the goals for MBE/WBE participation and I have completed FORMS 1 & 2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	I have confirmed that all subcontractors on this project meet E-Verify requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Projects over \$200K:	I have included the Section 3 Clause (FORM 6) in all subcontracts and included a sample subcontract with my bid.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	I understand that I am required to submit Section 3 reports as required, including quarterly/final (FORMS 7, 7A and 7B), and year end reporting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	I agree that our company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 thru 5.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of OCD funding.


Authorized Representative Signature

3/27/2023
Date

St. Louis County Office of Community Development
Workforce Equity Report
FORM 2 – SUBCONTRACTOR INFORMATION

This form is required for ALL projects and must be submitted with bid or application for funding. List ALL subcontractors who will be hired for this project and attach additional sheets if necessary. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Equity Report required? (Subcontracts over \$100K)	Contract Amount	
				Certified MBE	Certified WBE	Certified Section 3		Non-Construction *	Construction
1	Westfall Hauling		Hauling	X					
2	Beelman		Hauling						
3	Gaehle Grading		Plumber						
4	The Kiesel Co		Fuel		X				
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
TOTAL								\$	\$

*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.).

Type	Total Subcontracts	Section 3			MBE			WBE		
		Amount	Actual	Goal	Amount	Actual	Goal	Amount	Actual	Goal
Construction	\$	\$	%	10%	\$	%	24%	\$	%	9.5%
Non-Construction	\$	\$	%	3%	\$	%	16%	\$	%	15%

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 3 – WORKFORCE AND NEW HIRE INFORMATION**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding.

Step 1: In the table below, list ALL positions needed for the proposed project (not just new hires). Prime or General Contractors should include the workforce of any subcontractors who are not submitting a separate Workforce Equity Report. (Only subcontractors with subcontracts greater than \$200,000 are required to submit a Workforce Equity Report.)

Note: To be considered an eligible Section 3 Resident for the purposes of this form, certification must be verified prior to award of the contract.

Subcontractor (if applicable)	Job Category (i.e. laborer, carpenter, etc.)	Estimated Positions Needed for Project	# of Positions Occupied by Permanent Employees	Est. # of Positions to be filled with Section 3 Residents	Est. # of Positions to be filled with non-Section 3 Residents
N/A					
TOTALS					

Step 2: Calculate the percentage of Section 3 new hires in the table below.

A. Estimated Total Number of New Hires	B. Estimated Number of Section 3 New Hires	SECTION 3 COMPLIANCE CALCULATION	
		ACTUAL (Divide column B by column A)	GOAL
		_____ %	30%

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 4 – CONTRACTOR'S PERMANENT EMPLOYEE LISTING**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding. Please include a list of current permanent employees (both full and part-time) employed at your business as of the signature date on FORM 1. A computer-generated employee registry can be provided in lieu of this form as long as it includes the employee name and job category.

No.	Name of Employee	Job Category
1		
2	N/A	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

Please note that your business may be eligible for Section 3 Business certification if at least 30% or more of your employees qualify under one of the following categories below:

- A legal resident of public housing, OR
- An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
- A HUD YouthBuild participant

2021 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 5 – DOCUMENTATION OF EFFORTS**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding. Please fill this out completely. Submissions with blank or incomplete answers will not be approved. Attach additional pages if needed.

1. Describe all efforts made to contract/subcontract with Women and Minority Owned Businesses.

Required Attachments

- Copies of all publications, notices, pictures of posted notices, and any other outreach materials utilized.
- A list of all WBE and MBE firms that responded to your outreach efforts (e.g. bids solicited, bids received, etc.); were any of them hired? If not, please explain why.

N/A

2. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 Residents. Attach additional pages if needed.

Required Attachments

- Attach copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.
- Include a list of all Section 3 Residents that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

N/A

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 5 – DOCUMENTATION OF EFFORTS (CONTINUED)**

3. Describe all efforts made to notify Section 3 Businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Required Attachments

- Section 3 Business List used in solicitation. Must have been provided by OCD or affiliated partner prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 Business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 Business that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

N/A

4. Describe all efforts made to determine if any contractors on this project (including the general contractor, subcontractor, and any third-tier subcontractors) qualify as Section 3 Businesses. List below contractors who may qualify as Section Businesses and their contact information.

Required Attachments

- Signed Section 3 Business Outreach Form (FORM 8) for all subcontractors. Forms must be less than 1 year old at time of plan submissions unless waived by the Office of Community Development.

N/A

5. If there will be job opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding job opportunities.

St. Louis County Office of Community Development
Workforce Equity Report
FORM 6 – SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts (over \$200,000) must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- VI. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



SKYSMAR-01

LSECKINGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles L. Crane Agency Co. 100 N Broadway, Ste 900 Saint Louis, MO 63102	CONTACT NAME: Lee Seckinger	
	PHONE (A/C, No, Ext): (314) 444-4920 FAX (A/C, No): (314) 444-4970	
	E-MAIL ADDRESS: lees@craneagency.com	
INSURED Skyscraper Marine dba Tubbs and Son Construction P O Box 107 Lonedell, MO 63060	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Specialty Underwriters Insurance Company	13037
	INSURER B: Scottsdale Insurance Company	41297
	INSURER C: Missouri Employers Mutual Ins.	10191
	INSURER D: RLI Insurance Company	13056
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CSU0164425	3/4/2023	3/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XBS0159459	3/4/2022	4/15/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MEM 3000783-04	3/4/2023	3/4/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine - NOC			MLP0200383	3/4/2023	3/4/2024	Leased equipment 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation includes USL&H coverage. Waiver of Subrogation applies when required per written contract for general liabilities. General liability has blanket contractual liability coverage and blanket additional insured when required by written contract.

RE: Demolition of a Certain Property, Bid 924

CERTIFICATE HOLDER

CANCELLATION

City of Berkeley
8425 Airport Road
Berkeley, MO 63134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Skyscraper Marine LLC dba Tubbs & Son
Construction

P O Box 107

Lonedell, MO 63060

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Berkeley

8425 Airport Rd.

Berkeley, MO 63134

BOND AMOUNT: Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid 924 - Demolition of a Certain Structure

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of March, 2023

Skyscraper Marine LLC dba Tubbs & Son Construction

(Principal)

(Seal)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Michelle Wilson, Attorney-in-Fact



Seal No. 8098



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204889-969033**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi L. Bullock; Christine M. Wolfe; Christopher J. O'Hagan; Cindy Rohr; Don K. Ardolino; Gregory L. Stanley; Joel Karsten; Karen Speckhals; Kimberly A. Connell; Linda C. Morgan; Michael T. Reedy; Michelle Wilson; Theresa A. Hunziker; Trudy Whitrock

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of March, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

STATE OF Missouri

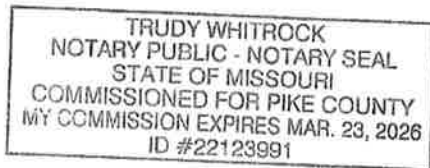
COUNTY OF St. Louis

On 3/30/2023, before me, a Notary Public in and for said County and State, residing therein, duly
commissioned and sworn, personally appeared Michelle Wilson known to me to be Attorney-in-Fact of
The Ohio Casualty Insurance Company the corporation described in and that
executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of
the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal, the day and year stated in this certificate above.

My Commission Expires: March 23, 2026

Trudy Whitrock
Trudy Whitrock, Notary Public





**TUBBS AND SON
CONSTRUCTION**
314-574-0957 • 314-574-5403
P.O. Box 107 • Lonedell, MO 63060

Company Information & Primary Contact

Skyscraper Marine LLC

DBA - Tubbs & Son Construction

(Physical Address)

2955 Project Road

Lonedell, MO. 63060

(Mailing Address)

PO Box 107

Lonedell, MO. 63060

Nichole Harvath *(Owner)*

tubbs_son_const@yahoo.com

314-574-5403

Bryant Tubbs *(Project Manager)*

tubbs_son_const@yahoo.com

314-574-0957



**TUBBS AND SON
CONSTRUCTION**
314-574-0957 • 314-574-5403
P.O. Box 107 • Lonedell, MO 63060

Company Experience & References

Marthasville Fire Station – Demolition/Site Clean Up & Grading – Fire Station 1

Jeff Backhaus, Fire Chief – marthasvillechief@gmail.com – 636-667-3434

City of Pacific, MO – Demolition/Site Clean Up & Grading

Steve Roth, City Administrator - sroth@pacificmissouri.com – 636-271-0500 ext. 213

Osage Marine / CGB Marine – Clear Land / Remove Old Mooring Structure / Install new mooring structure and pour concrete / Site Clean Up & Grading

Danny Howk, Director of Operations – danny.howk@osagemarine.com – 314-494-2745

City of Maryland Heights, MO – Demolition/Site Clean Up & Grading

Paul Garlock, Building Commissioner – pgarlock@marylandheights.com – 314-291-6550

City of Arnold, MO – Demolition/Site Clean Up & Grading

Randy Noland, Building Commissioner – rnoland@arnoldmo.org – 636-282-2378

US Army Corp of Engineer – Demolition/Site Clean Up & Grading

Charles S. Davis III, FUSRAP Environmental Engineer – Charles.s.davis@usace.army.mil – 314-320-9677

City of Berkeley, MO – Demolition/Site Clean Up & Grading

Debra Irvin, City Manager – irvin@ci.berkeley.mo.us - 314-400-3705



TUBBS^{AND} SON
CONSTRUCTION

314-574-0957 • 314-574-5403

P.O. Box 107 • Lonedell, MO 63060

Point of Contact & All Public Safety Information

Bryant Tubbs

Email: tubbs_son_const@yahoo.com

Cell Phone: 314-574-0957



Welcome
Nichole Harvath

≡ MENU

Company Information

Company Name

Skyscraper Marine LLC

Company ID Number

1453294

Doing Business As (DBA) Name

Tubbs & Son Construction

DUNS Number

080141317

Physical Location**Address 1**

2955 Project Road

Address 2**City**

Lonedell

State

MO

Zip Code

63060

County

FRANKLIN

Mailing Address**Address 1**

PO Box 107

Address 2**City**

Lonedell

State
MO

Zip Code
63060

Additional Information

Employer Identification Number
475318225

Total Number of Employees
1 to 4

Parent Organization

Administrator

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
1

[View / Edit](#)

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Certificate of Completion



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This Certifies That

Bryant Tubbs

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

Credit Hours: 30.00

Completion Date: 03/20/2019

Curtis Chambers, Trainer C 26-0106073 and G 26-0079775

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

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