

Demolition of Certain Properties Using 2016 Community Development Block Grant (CDBG) Funds



**City of Berkeley
8425 Airport Road
Berkeley Missouri 63134
314-400-3705**

Bids shall be submitted in a sealed envelope clearly marked
"BID 861- DEMOLITION OF STRUCTURES – CDBG 2016 FUNDS" on the outside.

Bid Opening Date, March 15, 2017 at 10:00 AM

This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.

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Additional Attachments

Federal Wage Order MO1 05-20-16 Heavy and Highway	
Federal Labor Standards Provisions – HUD -4010 (6/2009)	
Missouri Annual Wage order # 23	
CDBG Activity Contract	
Berkeley Ordinance 3809	

INVITATION TO BID

This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.

The City of Berkeley, Missouri will accept sealed bids until **March 15, 2017 at 10:00 A.M.**, local time, In the City Clerk's office at City Hall, 8425 Airport Road, Berkeley, Missouri, for the Demolition and Site Improvement of the following structures:

Locator ID	Address	Sq. Ft.	Property Type
11J110818	6017 Evergreen	768	Single Family
11J130261	6124 Washington	672	Single Family
11J211221	6111 Shillington	962	Single Family
11J211595	6130 Shillington	960	Single Family
11J220991	6114 Wulff	720	Single Family
10J120294	6641 Bitterroot	1160	Single Family

Specifications and Bid Forms may be obtained in the City Clerk's Office. Contractors are advised of the **Missouri Prevailing Wage Order # 23** and **Federal** and requirements of e-verification.

This is a prevailing wage project. Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects in Missouri. The prevailing wage rate differs by county and for different types of work. The Prevailing Wage Law applies to all public works projects constructed by or on behalf of state and local public bodies.

The City reserves the right to accept or reject any or all bids and or combination, thereof, and to waive any minor irregularities.

Bids will then be publicly opened and read aloud in the City Council Chambers at City Hall, 8425 Airport Road, Berkeley, MO 63134

Bids shall be submitted on the City Bid Form in a sealed envelope, clearly marked on the outside as **"DEMOLITION OF STRUCTURES – 2016 CDBG FUNDS" - BID # 861**

Bidder shall be an Equal Employment Opportunity Employer and must have Affirmative Action Statement. These completed forms must be submitted in the bid packet at time of submission.

This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.

Payments shall be lump sum on completion, to be paid by direct billing from Saint Louis County Office of Community Development with 60 days of submitting invoices to the City of Berkeley.

The City of Berkeley is an Equal Opportunity Employer.

**NOTICE TO BID
BID NUMBER 861**

Notice is hereby given that the City of Berkeley, Missouri, will accept the sealed bids for Demolition and Removal of certain structures located within City of Berkeley, Missouri, per the specifications attached to the bid form. Copies of the bid forms may be obtained from the City Clerk's Office in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134.

Pursuant to Section 135.010 Sealed bids will be received by the City Clerk at the Berkeley City Hall City, 8425 Airport Road, Berkeley Missouri, 63134, until **March 15, 2017, at 10:00 AM**, at which time the bids will be publicly opened and read. Bids must be in sealed envelopes and plainly marked:

**BID NO. 861 : DEMOLITION AND REMOVAL OF CERTAIN RESIDENTIAL STRUCTURES
WITHIN THE CITY OF BERKELEY.**

The City reserves the right to reject any or all proposals, waive informalities in the process and accept the proposal deemed to be in the best interest of the City.

This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.

This is a prevailing wage project. Missouri's Prevailing Wage Law #23 establishes a minimum wage rate that must be paid to workers on public works construction projects in Missouri. The prevailing wage rate differs by county and for different types of work. The Prevailing Wage Law applies to all Public Works projects constructed by or on behalf of state and local public bodies.

For questions regarding this project, contact Debra Irvin, Building Commissioner, 8425 Airport Rd, Berkeley Missouri, 63134; via email at irvin@ci.berkeley.mo.us

Debra M. Irvin, Building Commissioner

BID PROCESS SCHEDULE

Dates

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid.
Wednesday, March 1, 2017, 10:00 a.m.

2. Addendums will be posted on the City of Berkeley Website:
<http://cityofberkeley.mo.us>

3. Submittal Deadline for Bid: Wednesday, March 15, 2017, 10:00 a.m.

4. Bid Opening: Wednesday, March 15, 2017, 10:00 a.m.

If a final Addendum is needed it will be posted on the website by 5:00, p.m. on
Wednesday, March 8, 2017

**DEMOLITION OF CERTAIN PROPERTIES
USING CDBG FUNDS
CITY OF BERKELEY, MISSOURI
TOTAL BID PRICE FORM**

Date: _____

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 STRUCTURES – 2016 CDBG FUNDS”** 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): \$ _____

5. TOTAL BID PRICE: (ASBESTOS ABATEMENT) \$ _____

6. TOTAL BID PRICE: (ACCESSORY STRUCTURE/TREES) \$ _____

COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

Date: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Cell Phone: _____

E-mail Address: _____

Website: _____

Authorized Officer: _____

Signature: _____

Title: _____

PROJECT AGREEMENT

THIS AGREEMENT made this _____ day _____ 2017, 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 _____ (a partnership or corporation consisting of _____) 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: _____

Title: _____

Street: _____

City: _____

**CITY OF BERKELEY,
MISSOURI**

By: _____

Title: _____

Street: _____

City: _____

PERFORMANCE AND PAYMENT BOND FORM

KNOWALL MEN BY THESE PRESENTS, THAT we _____, as principal, and _____ as Surety, are held and firmly bound unto the CITY OF BERKELEY, in the sum of _____ Dollars (\$_____) 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 _____, 2016, 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: _____

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.

Printed Name

Signed

Position

Date

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2017)

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: _____
2. Name and position of person completing this report _____
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?
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

6. How many employees were on the payroll last pay period?
Full Time _____ Part Time _____
7. How many women were on the payroll? Full Time _____ Part Time _____
8. How many minorities were on the payroll?
Full Time Male Minority employees: _____
Full Time Female Minority employees: _____
Part Time Male Minority employees: _____
Part Time Female Minority employees: _____
9. 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 ___ No _____
10. Does your organization or you parent organization have an Affirmative Action Plan?
Yes ___ No _____ If Yes, please supply a copy of the current plan.
11. 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 filling out this form.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

OSHA TRAINING REQUIREMENTS

Missouri Law, 292.675 RSMO, Requires the awarded contractor and its subcontractor(s) to provide a ten-hour (10) Occupational Safety and Health Administration (OSHA) construction safety program (or a similar program approved by the Missouri department of labor and industrial relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). the awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour (10) program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. penalties for non-compliance include contractor forfeiture to the city of Berkeley in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time-period for required program completion under 292.675 RSMO.

INSURANCE

Contractor's and Subcontractor's Insurance.

1. The Contractor shall purchase and maintain such insurance as will protect him AND THE CITY OF BERKELEY AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by a subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:
 - a. Claims under Workmen's Compensation disability benefit and other similar employees' benefits acts.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 - d. Claims for damages insured by usually personal injury coverage which are sustained:
 - By any person because of an offense directly or indirectly related to the employment of such person by the Contractor.
 - By any other person
 - e. Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefore.
2. **CERTIFICATES OF INSURANCE** which is acceptable to the CITY shall be filed with the CITY prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.
3. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
 - a) **CONTRACTOR'S General Public Liability and Property Damage Insurance** including vehicle coverage issued to the Contractor and protecting him for from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract documents, whether such operations be by himself or by any Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from or sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.

- b) The Contractor shall acquire and maintain if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the CITY, the Contractor, and Subcontractor, as their interest may appear. This provision shall in no way release the Contractor of Contractor's surety from obligations under the Contract Documents to fully complete the project.
- 4. The Contractor shall procure and maintain, at his own expense, during the Contract time, in accordance with the provision of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the contractor shall require such Subcontractor similarity to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workman's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
- 5. The Contractor shall secure, if applicable, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contractor Price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the CITY. The policy shall name as the insured the Contractor, The Engineer, and the City of Berkeley.

GENERAL CONDITIONS

1. "OWNER" and/or "CITY" refers to the City of Berkeley, Missouri and its premises and employees.1. In case of any discrepancy between the General Conditions and the Special Provisions, the General Conditions shall govern.
2. Bidders must use the bid form(s) provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give total price quote, and sign the bid. Identify your bid on the envelope by listing the item bid, the number if appropriate, and the date of opening. If you do not care to bid, please return any plans, specifications, and bid sheet(s) and note your reason.
3. Furnish specifications, descriptive literature, and diagrams whenever appropriate. 4. Whenever products or materials of any producer or manufacturers are mentioned in our specification, such products or materials mentioned are intended to be descriptive of type of type or quality and not restrictive to those items mentioned.
3. Vendor supplying materials directly to the City should not include Federal Excise Tax or Sales Tax and/or Use Tax in bid prices, as the City is exempt from these Taxes by law. In the case of bids submitted by contractors to the City, all Federal Excise Tax or Sales Tax and Use Tax on the materials purchased by the sub-contractor are the sole responsibility of the contractor and the City's tax exemption will not apply to these purchases.
4. The time of delivery or work starting dates should be listed on the bid form, as these dates may be taken into consideration in making the award.
5. The City of Berkeley reserves the right to cancel all or part of bids if delivery is not made or work is not started as guaranteed. In case of delay the vendor or contractor must notify the
6. Purchasing Agent, who may grant additional time for delivery when the buyer is at fault or if she is satisfied that the delivery, is beyond the control of the vendor. Such grant must be in writing and made part of the bid. Failure to deliver as guaranteed may disqualify bidder for future bidding, and an alternate supplier could be used.
7. Inspection of delivery will be made at the delivery point, unless otherwise specified. Materials must be properly packaged. Damaged materials will not be accepted. Rejected materials will be returned to the vendor at the vendor's risk and expense.
8. All Tables, Contract Documents, and Reports of Data submitted by Contractor to City of Berkeley under the terms and conditions of the Contract shall be and remain the sole property of City of Berkeley. All quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract are estimates only. Contractor is responsible to verify all quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract. The Contractor certifies that the Owner and City cannot and will not be held responsible for variations in the above items.
9. Contractor shall secure, at their own expense, all personnel, materials, equipment, labor, and whatever else is required to perform all services under the terms and conditions of this Contract.
10. Contractor shall obtain the prior written approval of City of Berkeley if any subcontractors employed by Contractor are to perform work and services under the terms and conditions of the Contract. All contracts entered between Contractor and subcontractors for material or labor shall bind subcontractor to Contractor and City of Berkeley in the same manner and to be the same extent as Contractor is bound to City of Berkeley by this Contact, where such is possible and reasonable. No subcontract shall, under any circumstances, relieve the Contractor of his liabilities and obligations under his Contract and all transactions with City of Berkeley must be through Contractor. Subcontractors will be recognized only in the capacity of workmen and shall be subject to the same requirements as to character and competence.
11. OWNER or its authorized representative shall have general supervisory power over all work to be done under this Contract and shall have sole and final determination over all questions or disputes of any nature arising out of or related to this Contract.

12. Contractor shall not, without the prior written consent of the City of Berkeley assign, transfer, or otherwise dispose of this Contract nor any claim thereunder, nor any interest therein, nor any monies due or to become due thereunder.
13. Contractor shall indemnify and hold harmless the City of Berkeley, its officers, agents and employees from all complaints or suits made or brought for injury to persons or property caused by Contractor, its agents, employees or independent contractor in the performance of work and services under this Contract.
14. The City may terminate the whole or any part of this Contract if Contractor fails to perform any term or conditions of this Contract, or fails to prosecute the work to endanger the timely performance of the Contract, either determination to be made solely by the City. Upon the making of either determination, the City shall notify
15. Contractor in writing of such determinations, and shall give Contractor ten (10) days to perform or correct the failing. Contractor shall be deemed to have defaulted in its Contract if it fails to perform or correct the failing within the ten (10) day period. City of Berkeley may thereupon procure, upon such terms and conditions and in such manner as it deems appropriate, work and services like the work and services so terminated. In such an event, Contractor shall be liable and shall pay City of Berkeley, from time to time, upon demand, all monthly costs expended by Contractor which are more than the monthly costs which would have been paid to Contractor if Contractor's performance was to have continue under this Contract for the Contract term.
16. Owner may terminate the whole or any part of this Contract without cost to Owner or to Contractor in cases where acts of God, fire, flood, tornadoes, earthquakes or other natural causes, enemy attacks, sabotage or other hostile actions, riots or civil disorders, strikes, or any other condition(s) beyond the control of Owner render the services of Contractor impossible or unreasonably difficult to perform, either determination to be made solely by the City.
17. The rights and remedies of Owner provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and as provided by Contractor's faithful Performance bond.
18. During the performance of the Contract, Contractor agrees as follow: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. Contractor shall take affirmative action to make sure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
19. In the event of Contractor's non-compliance with the provisions of this clause, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further City of Berkeley contracts. The rights and remedies of the
20. Owner provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or provided by law.
21. Contractor shall furnish top quality equipment, tools and supplies for the performance of this contract.
22. Contractor and its employees or agents, shall at no time, for any reason whatsoever permit or cause any obstruction to the movement of authorized persons with entering, or exiting adjacent right-of-way(s), or infringe upon areas of the property/properties or other property owners not within the designated work zone without prior written approval from the Owner or the Owner's designated representative.
23. Contractor shall make no alterations or changes in the premises, nor shall it add any utility services nor shall it install or cause to be installed any sign on the premises without the written approval of the City.
24. Any damage to the premises caused by any act or omission of the Contractor, its employees or agents shall be repaired as soon as possible. The Owner reserves the right to allow the

25. Contractor to do the repairs, or the Owner will have the repairs completed and bill the contractor for all costs incurred.
26. Contractor will not permit any action on the premises that has an adverse effect or interferes with the proper functioning of any mechanical, electrical or drainage system, sanitary sewer system or any facility provided for the protection of the public, unless specifically allowed as part of the Plans and/or Specifications, or approved in writing by the City.
27. Contractor shall be responsible for careless workmanship. If a task is not performed to produce the specified, standard result, it shall be re-done at the Contractor's expense.
28. Rework shall be performed as an "extra" and shall not interfere with nor detract from the performance of regular, scheduled work.
29. Holidays: No services shall be performed on the following days:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day (July4)
Labor Day
Veteran's Day
Thanksgiving Day (Thursday and Friday)
Christmas Eve and Christmas Day

Owner observes any holidays falling on Saturday on the proceeding Friday, and any holidays falling on Sunday on the succeeding Monday.

SPECIFICATIONS FOR DEMOLITION

PLEASE READ CAREFULLY AND INITIAL EACH ITEM

SUBMIT THIS FORM WITH BID:

- 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. _____
- 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" _____
- ALL bidders are required to submit a Bid Bond in the amount of 10% of total bid. _____
- 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. _____
- 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 _____
- 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. _____
- A "Letter of Permit" from St Louis County Department of Health, Division of Environmental Protection shall accompany Berkeley's Demolition Permit Application _____
- Provide Copies of St Louis County Department of Health "Demolition of Waste" permit with each Berkeley Demolition Permit Application _____
- 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. _____
- 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. _____
- 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.
- 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. _____

SPECIFICATIONS FOR DEMOLITION (CONTINUED)

SUBMIT THIS FORM WITH BID:

- Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances. _____
- There shall not be less than **twelve inches (12”)** of top soil cover over the entire demolition site. _____
- There shall not be less than **twelve inches (12”)** of dirt cover over the entire demolition site. _____
- 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.
- 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. _____
- 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. _____
- Requirements of the City’s Erosion Control Ordinance shall apply. **Berkeley Ordinance 3809.** _____
- Trees that are to be removed; shall be completely removed from the lot, and the area backfilled. Tree stumps shall be totally removed. _____
- Seeding and Straw: The lot shall be covered in seed and straw after final grade; the grass seed shall be Perennial Rye. _____
- Provide copies of Asbestos Abatement receipt to this office with payment voucher. _____
- Certified payroll sheets, lien waivers shall be submitted with final invoice _____
- After notice to proceed is issued, all work shall be completed within thirty (30) WORKING Days. _____
- The contractor shall bid the structures on a separate bid sheet (**Attachment #1**) _____
- The contractor shall bid the asbestos abatement on a separate bid sheet (**Attachment #2**) _____
- Landfill receipts shall be attached with final invoices. _____
- 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.
- Payments shall be lump sum on completion, to be paid directly by the St Louis County Planning Department Community Development (CDBG) Department within 45 days of submitting invoices to the Building Commissioner. _____

SUBMIT THIS FORM WITH BID:

ADDITIONAL INFORMATION

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

The houses are vacant and will remain so. Ameren electric meters and Laclede 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.

Company's Name

License

Date

Owner/Agent (Print Name)

Owner/Agent (Signature)

STRUCTURES BID SHEET (Attachment #1)

**BID FORM
PROJECT NO. 861**

PROPOSAL HAVE: _____(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 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	Price
11J110818	6017 Evergreen	768	Single Family	\$
11J130261	6124 Washington	672	Single Family	\$
11J211221	6111 Shillington	962	Single Family	\$
11J211595	6130 Shillington	960	Single Family	\$
11J220991	6114 Wulff	720	Single Family	\$
10J120294	6641 Bitterroot	1160	Single Family	\$

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

DATE

ADDRESS

ATTEST

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2017)

ACCESSORY AND TREES BID SHEET (Attachment #3)

**BID FORM
PROJECT NO. 861**

PROPOSAL HAVE: _____(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	Price
11J110818	6017 Evergreen	768	2-Large Trees	\$
11J130261	6124 Washington	672	None	\$
11J211221	6111 Shillington	962	Large Tree – Front yard	\$
11J211595	6130 Shillington	960	None	\$
11J220991	6114 Wulff	720	None	\$
10J120294	6641 Bitterroot	1160	Shed	\$

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

DATE

ADDRESS

ATTEST

NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2017)

**ST. LOUIS COUNTY DEPARTMENT OF PLANNING
OFFICE OF COMMUNITY DEVELOPMENT**

NOTICE TO BIDDERS

WHEREAS, this activity is being funded in whole or in part with Community Development Block Grant Funds which have been provided by the U.S. Department of Housing and Urban Development through St. Louis County and;

WHEREAS, the maximum utilization of Minority, Women and Section 3 enterprises, subcontractors, and suppliers is a condition precedent to the awarding of a contract for the attached bid specifications and;

WHEREAS, Section 3 of the Housing & Urban Development Act requires that, to the greatest extent feasible, training and employment opportunities be given to lower income residents of a local unit of government in which Community Development Block Grant funds are being expended. Section 3 stipulates that a contractor will consider applicants from the local unit of government before seeking applicants elsewhere if the need arises to hire labor in addition to the employer's normal workforce. Additionally, Section 3 requires that, to the greatest extent feasible, opportunities be given to businesses within the local unit of government which are 51% or more owned by lower income residents, or businesses whose permanent, full-time workforce includes no less than 30% lower income residents of the local unit of government, and;

WHEREAS, St. Louis County and its Subgrantee's are required by Department of Housing and Urban Development Regulations 24 CFR Part 135 to provide economic opportunities for Section 3 Residents and Business Concerns; preference for contract award shall be given to the bidder utilizing the most qualified Section 3 businesses and/or employees if the bid is reasonable and no more than 10% higher than the quotation of the lowest responsive quotation from any qualified source, and;

WHEREAS, the maximum utilization of Minority, Women, and Section 3 enterprises is a condition precedent to the awarding of a contract for the attached bid;

NOW THEREFORE, the undersigned contractor agrees and certifies that:

- The contractor shall document efforts to utilize Minority, Women, and Section 3 enterprises, suppliers, and/or employees.
- The contractor shall complete and sign the attached Certificate of Contemplated Minority, Women, and Section 3 Business Enterprise Utilization certificate.
- The contractor shall solicit bids from at least one Minority or one Women business enterprise subcontractor or supplier for each subcontract to be let in order to complete the activity in the attached bid specifications.
- The contractor shall submit documentation of such solicitations and such documentation shall become part of the contractor's bid. If the contractor is unable to locate such subcontractors or suppliers as may be necessary to complete the activity described in the attached bid specifications, then contractor shall document such a fact and provide this information as part of its bid.

ST. LOUIS COUNTY DEPARTMENT OF PLANNING
OFFICE OF COMMUNITY DEVELOPMENT

NOTICE TO BIDDERS

CERTIFICATE OF CONTEMPLATED
MINORITY, WOMEN, AND SECTION 3 BUSINESS
UTILIZATION FORM

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury he/she hereby states:

1. I am the _____ of _____ (owner, partner, officer, representative, or agent) the Bidder that has submitted the attached Bid; and whose business concern is

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or
- None of the above; no Section 3 preference claimed.

_____ I *will be* utilizing subcontractors
or suppliers.

_____ I *will not* be utilizing subcontractors
or suppliers.

If subcontractors or suppliers will be utilized, please:

List all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. **Use additional sheets if necessary.**

Name and address of Firm: _____

Circle one: Minority, Women, or Section 3:

Trade or Supplier: _____

Bid Amount: _____ This subcontractor was: _____
Accepted Rejected

Reason rejected: _____

Name and address of Firm: _____

Circle one: Minority, Women, or Section 3:

Trade or Supplier: _____

Bid Amount: _____ This subcontractor was: _____
Accepted Rejected

Reason rejected: _____

I Will be hiring additional workers to complete this activity
 I Will **not** be hiring additional workers to complete this activity.

If new positions will be filled please complete.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contractor's bid documentation:

Employment

OCCUPATION	NEEDED	TO BE HIRED	APPRENTICES*	TRAINEES*
Carpenters				
Electricians				
Power Equipment Operators				
Ironworkers				
Laborers				
Plumbers/Pipefitters				
Masons				
Other				
Other				

*Attach copies of program and apprentice certifications by the Missouri or U.S. Bureau of Apprenticeship and Training.

IN WITNESS, WHEREOF, Contractor has executed this certificate this _____ day of _____, 20____.

Contractor: _____

Federal I.D. Number: _____ DUNS Number: _____

By: _____ Date: _____

*** Failure to complete this form and submit it with bid will render contractors bid non-responsive.**