

County of _____

INVITATION FOR BID

Project Name: Demolition/Land Clearance and Asbestos Abatement

Point of Contact: _____

Telephone Number: _____

E-Mail: _____

RETURN BID NO LATER THAN: _____, 2002 _____ PM CST

RETURN BID TO:

INSERT County ADDRESS

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The bidder further agrees that upon receipt of an authorized purchase order from the County of _____ or when this document is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the County of _____.

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
		Federal Employer ID No.
Phone No.	Fax No.	E-Mail Address

NOTICE OF AWARD (County USE ONLY)	
	Contract Period
Date	Mayor

Part One
Introduction and General Information

1. Introduction:

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

2. Organization:

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

2.1.1 Part One: Introduction and General Information

2.1.2 Part Two: Scope of Services

2.1.3 Part Three: Proposal Submission Information

2.1.4 Exhibits A and B

Exhibit A: Pricing Page and Individual Bid Forms

Exhibit B: Prior Experience

3. Background:

3.1 The County of _____ has been approved for federal and state funds to purchase flood-damaged homes. The County has been working with state and federal agencies to develop and implement programs designed to help homeowners and tenants who experienced damage by the May 2002 floods.

3.2 The County government of the County of _____ approved and authorized County staff to establish and administer a flood recovery program, which allowed for the acquisition of flood-damaged homes located within the County of _____.

3.3 In accordance with the flood buyout policy, to complete the program the County must procure a qualified contractor to demolish the acquired properties. The procurement of the contractor must be through a competitive bid process.

4. General Information

4.1 Receipt and Opening of Bids

The County of _____ invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the owner at the office of the _____ until _____ A.M. P.M., Month Day, 2002, and then at the _____, on the _____ floor of the _____ publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to _____, (if mailed, double enveloped - to address _____) and designated as bid for May 2002 Flood Demolition.

The County of _____ may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any information or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

4.2 Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the County of _____, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the County of _____ and the accepted bidder have executed the contract, or if no award demand of the bidder at any time thereafter, so long as she/he has not been notified of the acceptance of his/her bid.

4.3 Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after she/he received notice of the acceptance of his/her bid, shall forfeit to _____ County, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

4.4 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" by _____ County and to fully complete the project within 60 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided in the Reporting Requirements.

4.5 Addenda and Interpretations

No interpretation of the meaning to the plans, specifications or other pre-bid documents will be made to any bidder.

Every request for such interpretations should be in writing addressed to _____ at _____ County Planning and Zoning Department and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with the return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so insured shall become part of the contract documents.

4.6 Security for Faithful Performance

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified herein. The surety bond or bonds as security for faithful performance, must be in the amount of \$500,000 or the bid price of the contract, whichever is higher, and is required within 24 hours of award of this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the County of _____.

4.7 Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Part Two
Scope of Services

1. **General Requirements:**

- A. *Bidders must carefully examine the entire site of the work and must make all necessary investigations to inform themselves thoroughly as to the facilities available, as well as to all the difficulties involved in the completion of all work in accordance with the specifications and any plans. Bidders are required to examine any maps, plans and data mentioned in the specifications. No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail of all the requirements of this contract, nor accepted as a basis for any claims for extra compensation.*
- B. The contractor shall provide demolition and debris removal services as may be requested by the County of _____ in accordance with the terms and conditions of this Invitation for Bid.
- 1.1 This agreement is not intended to create, and shall not be construed to create, a relationship of principal and agent, master and servant, employer and employee, joint venture, partnership, nor any relationship other than that of independent contractor.
- 1.2 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and further agrees that the County of _____, Missouri may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's services.
- 1.3 Except as provided herein, this agreement will not be altered without mutual consent of both parties. _____ and the Contractor may, by mutual agreement, agree to changes in the work to be performed by the Contractor as described in the Agreement documents.

2. **Specific Requirements:**

- 2.1 The Contractor will commence and complete all services as defined in this Invitation for Bid pertaining to the demolition of residential sites located in _____, Missouri.
- 2.1.1 It is understood that, except as otherwise specifically stated in the contract Documents, the Contractor shall provide, pay for and furnish all equipment, labor, tools, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2.2 The initial term of this Agreement shall commence on the execution hereof and shall expire upon satisfactory completion and acceptance by the County of _____ of the work performed by the Contractor.

2.3 Building Demolition

2.3.1 Start-up:

A demolition permit must be secured (if required) from the County of _____ before proceeding with the work under this contract. Regulations from the County governing demolition permits hereby becomes a part of these specifications. Demolition fees will be waived by the County.

The County assumes no responsibilities for the actual condition of the structures to be demolished.

The use of explosives is *NOT* permitted.

The burning of refuse and debris is *NOT* permitted.

The Contractor will ensure safe passage of persons around the area of demolition and will conduct operations in a manner that prevents injury to people, adjacent buildings, structures, vehicles, and other facilities.

2.3.2 Foundation leveling and backfill:

The Contractor shall push in all walls of the foundations and backfill with clean, imperishable fill material. All foundation walls and footing **MUST** be covered with at least three (3) feet of CLEAN fill.

Only imperishable material shall be used by the Contractor in backfilling the basement up to within 12" of the ground surface level. The top 12" of soil will be compacted to 90 percent Standard Proctor maximum dry density.

Any additional dirt to be brought in to provide cover as required by this contract shall be brought in, placed, compacted and leveled in accordance with the standards above and at the expense of the Contractor. Only fill material from a source approved by the Missouri Department of Natural Resources shall be permitted. Approval of a borrow site must be reviewed and commented on through the Missouri Department of Natural Resources Section 106 process. The Section 106 Project Information Form is available at <http://dnr.mo.gov/forms/780-1027-f.pdf>

2.3.4 Concrete pads/slabs:

Concrete pads, slabs, sidewalks, or driveways will be removed and may be disposed of onsite (if applicable) if buried below grade with 3' of minimum cover of CLEAN fill.

2.3.5 Inoperable automobiles, trucks, boats and trailers shall be removed from site by acceptable and approved towing methods.

2.3.6 The Contractor shall disconnect, or have disconnected, all utilities. The Contractor shall verify whether or not underground storage tanks or lagoons are present at the project site. Septic tanks are to be cleaned out/pumped dry and either be broken up and used in back fill or filled with sand. Lagoons are to be cleaned out/pumped dry, covered with CLEAN fill and leveled.

2.3.7 Fence Removal:

The Contractor will remove all fence, gates, posts, mesh etc. Posts will be removed a minimum of twenty-four (24) inches below the existing ground elevation. Posts will not be permitted to be cut off at ground level.

2.3.8 The Contractor is responsible for ensuring that debris does not fall from or blow off transporting vehicles en route to a sanitary landfill.

2.3.9 The Contractor shall keep the project area and public rights-of-way reasonably clear at all times and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and used in the performance of the contract and shall leave the entire project area in a totally cleared, neat and level condition. Trash burning on the project area is prohibited and none of the materials required to be removed from the project area under this contract shall be buried on the project area or deposited or placed at any place other than a sanitary landfill.

2.3.10 The Contractor shall be permitted to salvage any items.

2.3.11 The Contractor shall remove trees, shrubs, grass, and other vegetation, improvements, or obstructions which interfere with demolition. Removal includes digging out stumps and roots. All debris associated with this removal will be hauled away at the Contractor's expense. No burning is permitted. In no way will the Contractor remove any trees for his own personal use.

2.3.12 The Contractor may remove only trees that are necessary for the completion of the demolition of structures and improvements in accordance with the provisions of this contract. Wherever trees are encountered adjacent to the work, the operations of the contractor must be so organized and carried out as to not disturb or destroy any trees except as directed by the County or where permission has been obtained from the County.

2.3.13 If the Contractor should encounter any unforeseen hazardous wastes (other than ACM's and/or household contaminate wastes), he shall stop work immediately

and notify the County for the next action to be taken. This shall also apply to any underground storage tanks that were not previously identified.

2.4 Lot Restoration

2.4.1 The Contractor shall leave the demolition and project site clean and free of any and all debris.

2.4.2 The Contractor shall grade the ground surface to conform to the existing adjacent grades and to insure surface drainage.

2.4.3 The Contractor is *NOT* responsible for seeding or mulching.

2.5 Asbestos Abatement/Hazardous Materials

2.5.1 All structures have been inspected for hazardous containing materials by XYZ Environmental Services:

XYZ Environmental Services
Mr. John Doe
123 Water Drive
Floods, Missouri 63042
Tel: (573) 123-4567
Fax: (573) 123-4568

2.5.2 A copy of the bulk sampling survey conducted by XYZ Environmental Services is available for review upon request.

2.5.3 The work shall consist of providing supervision, labor, materials, equipment, and services required to remove and dispose of all asbestos contained in the following properties:

Property Address

Asbestos Containing Material

Example:

365 Kathryn

See Property Specific Sheets.

2.5.4 Said work is to be completed in accordance with all applicable federal and state rules and regulations. It is the responsibility of the applicant contractor to assure that all hazardous materials encountered during the demolition or grading of the project are properly disposed of by the Contractor. Questions concerning identification and disposal of hazardous materials may be directed to:

REGIONAL DNR OFFICE
Department of Natural Resources
Division of Environmental Quality
ATTN: Todd Rainey
948 Lester Street
Poplar Bluff, Missouri 63901
(573) 840-9750

JEFFERSON CITY DNR OFFICE

Department of Natural Resources
Air Pollution Control Program
PO Box 176
Jefferson City, Missouri 65102-0176
(573) 751-4817

- 2.5.5 The Department of Natural Resources (addresses listed above) must be notified at least ten (10) days prior to the removal of any asbestos containing materials. DNR must be notified at least 10 days prior to the demolition of any structure regardless of whether it contains ACMs. Information that must be included with this notification:

Date of Demolition
Property Address
Demolition Contractor Name

- 2.5.6 **Third Party Air Monitoring is no longer required.**

3. Insurance:

- 3.1 The Contractor shall not commence work under this contract until all the insurance required under this section has been obtained and such insurance has been approved by the County of _____, nor shall the contractor allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been so obtained and approved.
- 3.1.1 Payment of worker compensation, overtime and any other required coverage, are the exclusive responsibility of the Contractor as required by local, state and/or federal law or regulations, when applicable.
- 3.1.2 The Contractor shall provide Vehicle Liability coverage for all vehicles and equipment of the Contractor in the total liability limits of \$500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident.
- 3.1.3 The Contractor must provide property damage insurance in an amount not less than \$500,000.
- 3.2 The Contractor shall furnish the County of _____ with certificates showing the type, amount, class of portions covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement, "The insurance covered by this certificate will not be canceled or materially altered, except after ten(10) day written notice has been received by the County of _____."

4. Reporting Requirements:

- 4.1 All notices required or authorized to be given to the Contractor by the County of _____ pursuant to this Contract shall be delivered by _____ to the person signing the Contract on behalf of the contractor as shown on the Contract page.
- 4.2 All notices required or authorized to be given to the County of _____ by the Contractor pursuant to this Contract shall be delivered to the Flood Buyout Administrator at County of _____, MO.
- 4.3 The Contractor must schedule and complete the property demolition within 60 calendar days from the date of notification from the County of _____.
- 4.4 The Contractor shall immediately report by telephone to the County of _____ when it is discovered that a time frame may not be met due to complications incurred during the normal scope of demolition work. Following award of this contract, the County of _____ shall notify the Contractor of the contact personnel.

5. Other Requirements:

- 5.1 All reports and materials developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of the County of _____. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential, and that no reports or material prepared, as required by the contract, shall be released to the public without prior written consent of the County of _____.
- 5.2 Unless otherwise specified herein, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the service required herein.
- 5.3 The Contractor shall fully coordinate all activities in the performance of the contract with those of the County of _____. As the work of the Contractor progresses, advice and information on matters covered by the Contractor shall be made available by the Contractor to the County of _____ throughout the effective period of the contract.
- 5.4 Other Contractual Requirements:
 - 5.4.1 Subcontractors:

If approved by the County of _____, in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the County and to ensure that the County is indemnified, saved,

and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

5.4.2 Contractor Status:

The contractor represent himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the state of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the state of Missouri, its officers, agents, and employees from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

5.4.3 Coordination:

The contractor shall fully coordinate all contract activities with those activities of the County. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the County. The County's representative will visit the site at intervals appropriately to the stage of construction to become and remain familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract. However, the County's representative will not be required to make exhaustive or continuous on-site inspections to check the work.

5.4.4 Property of State:

All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the County. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

5.4.5 Substitution of Personnel:

The contractor agrees and understands that the County's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the County. The contractor further agrees that any

substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The County agrees that an approval of a substitution will not be unreasonably withheld.

6. Basis of Payment

- 6.1 The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page.
- 6.2 Such payment shall be full compensation for services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the services required herein, as well as profit and overhead.
- 6.3 The Contractor shall not be entitled to any other payments or reimbursements.
- 6.4 The Contractor and their subcontractors shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities, and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed by the Contractor and their subcontractors for performance of the work under this Agreement.
- 6.5 The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of _____ of all claims and liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County of _____ and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract or the performance of the work completed.

7. Compliance With Laws:

- 7.1 The Contractor shall complete such action as is required to become fully informed of all State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Contractor shall at all times observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and the Contractor shall further protect and indemnify _____ and its officers and agents, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees.

7.2 Prevailing Wage

Federal prevailing wage laws **DO NOT APPLY**.

State prevailing wage laws **DO NOT APPLY** so long as the demolition of the properties is **NOT** considered site preparation for future construction. **Because the buyout program by definition precludes future development of the site, demolition of the structures is simply land clearance, not site preparation.**

Part Three
Proposal Submission Information

1. Proposals must be price, signed, sealed and returned (with all necessary attachments) to the County of _____ by the proposal receipt date and time specified.
2. Any award of a contract resulting from the IFB will be made only by written authorization from the County of _____.
3. The offeror must provide prices for all-requirements as set forth on the Pricing Page of the Invitation for Bid (Exhibit A), which must be completed, signed and returned.

4. Experience and Reliability:

- 4.1 Experience and reliability of the offeror's organization is considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

The contractor must provide certification that he/she is authorized and licensed to remove asbestos containing materials.

- 4.2 The offeror should provide the following information related to previous and current contracts, which are considered identical or similar to the requirements of the IFB.
 - 4.2.1 Name, address and telephone numbers of contracting agency and a contact person who may be contacted for verification of all data submitted.
 - 4.2.2 Dates of the contract
 - 4.2.3 A brief, written description of the specific prior services performed and requirements thereof.
 - 4.2.4 The capacity and capability of the Contractor to perform the work in question within the time frames required.

5. Evaluation Process:

- 5.1 The award of contract resulting from the IFB shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:
 - 5.1.1 Cost
 - 5.1.2 Specialized Experience
 - 5.1.3 Capacity and Capability to meet deadline and applicable laws
 - 5.1.4 Past Record of Performance
 - 5.1.5 Proximity and Familiarity

EXHIBIT A

Pricing Page

All proposals must be specified or equal. Any deviation from specifications must be clearly stated and fully described. Offeror must complete, sign and return this document with the proposal.

Property Address	Cost to Demolish (as quoted on bid forms)
<i>Example: 365 Kathryn</i>	<i>\$3,500</i>
<i>Example: 864 Kathryn</i>	<i>\$3,500</i>
Total	\$

Property Specifics: See the attached sheets for complete property specifics.

Name of Company: _____

Agent and Title: _____

Address: _____

Phone: _____

(Signature of Offeror)

(Date)

EXHIBIT B

Offeror's Prior Experience

Prior Services Performed For:

Address: _____

City: _____

State: _____ Zip: _____

Person Familiar with Performance: _____

Title: _____ Phone: _____

Description of Prior Services Performed:

Contract Periods:

From: _____ To: _____

Summary of Services Performed:

Offeror's Prior Experience

Prior Services Performed For:

Address: _____

City: _____

State: _____ Zip: _____

Person Familiar with Performance: _____

Title: _____ Phone: _____

Description of Prior Services Performed:

Contract Periods:

From: _____ To: _____

Summary of Services Performed:

Offeror's Prior Experience

Prior Services Performed For:

Address: _____

City: _____

State: _____ Zip: _____

Person Familiar with Performance: _____

Title: _____ Phone: _____

Description of Prior Services Performed:

Contract Periods:

From: _____ To: _____

Summary of Services Performed:

**Property Specific Page
(1 of 3)**

Property Address: 105 Jennifer
Community: Fredericktown

Foundation: Crawl Space
Square Feet of Property: 844 sq. feet
Detached Buildings: none (carport attached to home)

Asbestos Containing Materials: Yes. See attached Asbestos Survey Report

Other Hazardous Materials: None indicated in Asbestos Survey Report

Cost to Demolish (**include cost to remove asbestos but NO costs for 3rd party air monitoring**):

\$ _____