



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 11-206**

For

Demolition Services

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Demolition Services**. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**11-206 Demolition Services**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 12/12/2011 at 10:30 AM , in of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Ellie Marr, County Planner
St. Charles County Government
Community Development Dept
201 N Second St
St. Charles, MO 63301
Fax: (636)949-7336
emarr@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **12/06/2011**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County

**and the Agencies within St. Charles County.
Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.**

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for

public advertising unless express written permission is granted.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

** **PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

BID SPECIFICATIONS

Scope of Work

The purpose of this request for bid is to establish a list of qualified vendors available to demolish the residences located at 107 Dardenne Dr. and 196 Dardenne Dr. The selected vendor will be responsible for the demolition of the two residential structures and their individual septic tank systems which will include: grading & leveling the site (approximately 3,000 square feet each), and seeding and straw the said areas. The vendor will also be responsible for all costs associated with obtaining necessary permits, hauling and dumping fees, and equipment costs. The demolition project will be awarded to the vendor based upon the vendor's availability and or expertise.

General Conditions

1. The County assumes no liability for the condition of the structure at the time of demolition.
2. No vendor will commence demolition without a Notice to Proceed from the Community Development Department of St. Charles County.
3. St. Charles County is not responsible for the theft or damage to vendor's equipment, materials, or tools on the demolition site.
4. All salvaged materials will be the property of the vendor. While the price of salvaged materials may affect the price of demolition, the County will not be responsible for the theft or destruction of any salvaged property.
5. The vendor shall obtain all necessary permits from St. Charles County Government.

Responsibilities and Requirements

1. Prior to commencement of any demolition the vendor must arrange for or otherwise disconnect all existing utilities to the property.
2. Burning of structure shall be prohibited.
3. The use of explosive for demolition is strictly prohibited.
4. The vendor is responsible for the removal of all debris and demolition materials from the site.
5. The vendor shall be responsible for any and all disposal fees of debris and demolition materials.
6. All debris and demolition materials shall be disposed of at legal dumping sites or landfills appropriate to the materials being disposed.

7. Demolition or debris removal shall not commence before 8:00 AM and shall cease before 6:00 PM.
8. No demolition or debris removal shall be performed on Sundays.
9. All concrete, masonry, or stone foundations, footings, and walkways shall be removed and disposed.
10. There shall be a foreman on site at all times during demolition.
11. Egress and ingress to the demolition area shall be maintained as a safe environment at all times during work.
12. No part of the property shall be left in an unsafe manner unless clearly marked and roped off or barricaded.
13. All surrounding property shall be protected during demolition including vegetation.
14. No road, alley or sidewalk shall be closed without the prior written consent of the St. Charles County Highway Department.
15. In the event of street closure, signs, lights and barricades shall be erected at the expense of the vendor. If erected by the County, the vendor will be responsible for the cost.
16. Demolition and debris removal shall be done in such a manner as to insure minimal interference with roads, walkways, and other adjacent properties.
17. The vendor shall be responsible to bring the grade under the structure being demolished to the same height as the surrounding grade. Fill shall be clean materials and shall not contain rocks greater than 4 inches in diameter. The fill within 6 inches of the final grade shall be topsoil. All filled areas are to be sown.
18. Individual septic system must be pumped with receipt provided to the St. Charles County Building Division. Septic system must be either removed or collapsed and filled with rock or sand.

Damages

The vendor will be responsible for all damages caused by or resulting from demolition or debris removal to surrounding properties, structures, or vegetation whether such damage is caused by employees or subcontractors. Repairs as the result of damages will be directed by St. Charles County Community Development Department and at no cost to the County.

Safety

The Vendor shall be responsible for maintaining a safe work environment for employees, subcontractors and the general public at all time. Vendor shall supply all necessary safety equipment for employees. Vendor shall comply with all applicable OSHA and TOSHA regulations.

Asbestos

The St. Charles County Community Development Department will do the initial inspection in order to identify any materials containing asbestos and shall make the vendor aware of those materials prior to demolition. In the event materials are encountered by the vendor during demolition that are believed to contain asbestos, demolition is to cease and the County Community Development Department shall be notified.

Asbestos removal and disposal shall be done by a contractor qualified to remove and dispose of Asbestos Containing Materials (ACM). ACM shall be disposed of in an appropriate landfill and all disposal permits for ACM shall be submitted with application for payment.

Insurance Requirements

Worker's Compensation and Employer's Liability: The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

Automobile, General Liability (including products and completed operations) and Property Damage: Minimum coverage to be maintained by Contractor and each subcontractor in the amount of \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence. Property damage coverage of at least \$1,000,000 shall be maintained. In the alternative, a Combined Single Limit Policy in the amount of \$3,000,000 shall be maintained. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County. The policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation.

Laws, Taxes and Indemnification

The vendor shall comply with all applicable local, State and Federal laws. The contractor is further responsible for all taxes including employment related taxes associated with providing services in the event of an award. The vendor shall be responsible for obtaining all necessary permits as may be required to perform the work as described herein. The vendor agrees to hold harmless and indemnify the County for any and all losses the County may sustain as a result of the actions of the Vendor, his employees, or any subcontractors hired as a result of an award made as a result of this invitation.

Time is of the essence

Demolition shall normally commence within seven (7) days of the notice to proceed. All demolition, debris removal and site work shall be completed with sixty (60) days of the notice to proceed. Exceptions to the commencement of work starting time and completion deadline must be granted in writing by St. Charles County Community Development Department.

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Proposal Response from (please complete)

Name of Company or individual

Signature: _____

Title: _____

Company: _____

BID FORM

11-206

Demolition Services

BID OPENING DATE: 12/12/2011 at 10:30 AM

Price for completing the project as specified: \$ _____

Authorized signature

Date _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all bid terms and conditions)

Date: _____



AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

