

**INVITATION FOR BIDS # 2023-11-1862-DW  
DEMOLITION OF DERELICT PROPERTIES**

St. Louis County is soliciting bids for demolition of derelict properties. Properties will be grouped in bundles and separate bids will be accepted for each bundle.

<b>SCHEDULE</b>	
<b>EXPECTED NUMBER OF CONTRACTS</b>	1
<b>PRE-BID MEETING DATE AND TIME</b>	Thursday, November 16, 2023, 1:00pm CST
<b>IS PRE-BID MEETING MANDATORY?</b>	No
<b>PRE-BID MEETING LINK/LOCATION</b>	<a href="https://spaces.avayacloud.com/spaces/651332a0ec61d475b12b4914">https://spaces.avayacloud.com/spaces/651332a0ec61d475b12b4914</a>
<b>DEADLINE FOR QUESTIONS &amp; COMMENTS</b>	Thursday, December 7, 2023, 11:00am CST
<b>BID DUE DATE AND TIME</b>	Thursday, December 14, 2023, 2:00pm CST
<b>CONTRACT</b>	
<b>M/WBE PARTICIPATION GOALS</b>	N.A.
<b>TOTAL ESTIMATED BUDGET</b>	Approx. \$300,000
<b>EXPECTED DURATION OF AGREEMENT</b>	Until December 31, 2026
<b>OPTIONS TO EXTEND</b>	None
<b>REQUIRED BONDS</b>	None
<b>PAYMENT METHOD</b>	Invoices based upon fixed sums for deliverables or work completed
<b>DESIGNATED POINT OF CONTACT</b>	
<b>DAVID WAHL</b>	<a href="mailto:dwahl@stlouiscountymo.gov">dwahl@stlouiscountymo.gov</a>

County solicitations, once published, are under a Cone of Silence. All communication from a bidder or a bidder's representative relating to this solicitation must be directed to the designated Point of Contact above.

Submit bids via the County's online portal. Paper, faxed, emailed, or hand-written bids will not be considered. Bidders must register using the County's Vendor Self Service website which can be reached at <https://stlouiscountymovendors.munisselfservice.com>.

The VSS Bid Number for this solicitation is 1862. Use the number to search for this IFB in VSS

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## **SECTION 1 - INSTRUCTIONS TO BIDDERS**

### **1.1 Questions and comments**

- 1.1.1 Submit all questions, comments, exceptions, and suggestions to the Designated Point of Contact by the Deadline for Questions and Comments. Questions and comments received after the deadline may not be acknowledged.
- 1.1.2 If taking exceptions to any portion of this solicitation, submit the exceptions in writing to the Designated Point of Contact by the Deadline for Questions and Comments. Identify specific sections and paragraph numbers to which exceptions are taken. If requesting changes to language, identify specific words or phrases to be changed and provide new requested language. If the County agrees to the changes, the solicitation will be revised and an addendum will be posted.
- 1.1.3 Failure to take exceptions prior to the deadline stated or as directed will be deemed a waiver of any objection. Bids that are conditional or include exceptions may be considered non-responsive and will be rejected.
- 1.1.4 Requests for complete replacement of the County's Standard Agreement terms will not be granted.

### **1.2 Revisions to the Solicitation**

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on the Vendor Self Service site. No other revision of this solicitation will be valid. Bidders are responsible for ensuring that they have received all addenda prior to submitting bids.

### **1.3 Corrections and Modifications to Bids**

Bids may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. Withdrawn bids may be resubmitted up to the time designated for receipt of bids. After the Due Date and Time, bids may not be modified unless requested by the County.

### **1.4 Communication**

- 1.4.1 County solicitations, once published, are under a "Cone of Silence". Violation by a bidder or bidder's representative will result in rejection of the bid and may result in a bidder being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.
- 1.4.2 Other than the Designated Point of Contact, no bidder or person acting on behalf of a prospective bidder may communicate with or discuss any matter relating to

the solicitation with any officer, agent, or employee of the County except the specific types of communication defined in Section 107.401 SLCRO.

### **1.5 Pre-bid conference and site visits**

- 1.5.1 If a pre-bid conference is scheduled, and if ADA accommodations are required, submit a request for accommodations to the Designated Point of Contact.
- 1.5.2 Answers to questions raised prior to and at the pre-bid conference will be posted as addenda on the Vendor Self Service site.
- 1.5.3 If the pre-bid meeting is mandatory, bidders who did not attend the pre-bid meeting will be disqualified.

### **1.6 Prohibited Prior Work**

- 1.6.1 No person or entity may submit a bid in response to this solicitation if that person or entity has:
  - A. Assisted the County in drafting or establishing specifications, requirements, or cost estimates for this procurement, or
  - B. Had access and exposure to information pertinent to this procurement that is unavailable to other bidders.
- 1.6.2 Bidders that received assistance from any such person or entity or who will use the person or entity in performing the requested services will be disqualified.
- 1.6.3 The prohibition does not apply to general, non-specific advice or information offered to or requested by the County to aid in developing the solicitation, or to comments made subsequent to publication of the solicitation.

### **1.7 Submission and Opening of Bids**

- 1.7.1 Allow time for all documents to upload in VSS. Bidders are responsible for ensuring bids are submitted before the deadline.
- 1.7.2 The Director of Procurement may accept or reject any bids and may waive any irregularities in the bids if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.
- 1.7.3 No bids submitted by email, or any modifications to previously submitted bids made by email, will be considered. Handwritten bids may be rejected.
- 1.7.4 Bids must be signed by a legally authorized representative of the submitting firm.
- 1.7.5 All bids and materials submitted with bids become the property of the County. The County is subject to the Missouri Sunshine Law (RSMO Chapter 610). Bid

contents, with select exceptions, become public records open to inspection by interested parties after a contract is executed or all bids are rejected.

- 1.7.6 Failure to comply with the requirements of this IFB or evidence of unfair bid practices is cause for rejection of the bid.

## **1.8 No Commitment**

This solicitation does not commit the County to make an award, nor will the County pay any costs incurred preparing and submitting bids, or in making necessary studies for the preparation of bids. The County may reject all bids and cancel this solicitation.

## **1.9 Bid Pricing**

- 1.9.1 Submit prices for identified items using the Vendor Self Service Portal. If A Bid Sheet is included in this IFB, a copy of the Bid Sheet may be submitted with bids, but the official bid prices will be those entered in the Vendor Self Service portal.
- 1.9.2 The County is exempt from Missouri sales and use tax and will provide an exemption certificate to the awarded bidder. Do not include sales tax in bid prices.

## **1.10 Addenda**

Changes to the specifications or requirements will be posted on the Vendor Self Service site as addenda. Bidders are responsible for compliance with all changes, modifications, or requirements put out through addenda. The County will not be responsible for failure to check the VSS prior to submission of a bid.

## **1.11 Modification or Withdrawal of Bid**

- 1.11.1 Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids. No bid may be modified or withdrawn for a period of 120 calendar days after the scheduled closing time.
- 1.11.2 Bidders are responsible for submitting bids, and any modifications or revisions, so as to reach the County's Division of Procurement by the time specified in the IFB documents. Any bid, modification, or revision received by the Division of Procurement after the exact time specified for receipt of offers will be considered late and will not be considered.
- 1.11.3 Bids submitted early may be withdrawn only by emailed notice to the Point of Contact prior to the submission deadline.
- 1.11.4 Withdrawn bids may be resubmitted up to the time designated for receipt of bids provided that they are then fully in conformance with this IFB.

## **1.12 Mistakes in Bids**

- 1.12.1 If there is a significant and obvious disparity between the unit prices or lump sum of the lowest apparent responsible bidder and other bidders, the apparent low bidder may be contacted to validate the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid and no change to the price may be made. If the bidder can provide convincing evidence that indicates the bid was a mistake to the satisfaction of the Director of Procurement, the bid for that item or items may be withdrawn without penalty.
- 1.12.2 Bidders have two business days after the unofficial bid tabulation is posted on the County's website to notify the Director of Procurement, in writing, of any alleged mistake in bid. Such communication must include convincing evidence that supports the existence of the mistake. Only the Director of Procurement may waive irregularities or accept mistakes in bids.
- 1.12.3 If the basis of award is "all or nothing", then the entire bid may be forfeited. If the basis of award is "line by line", the bidder's other line-item prices may be considered. If the basis of award is "by groups" and the mistake is part of any group or line items, the entire group will not be considered for award.

## **1.13 Electronic Signature**

By submitting a bid or quote electronically, the bidder acknowledges and warrants that it has made a legal offer, is bound by all responsibilities of a legal offer, is subject to penalties for failing to be bound by a legal offer exactly as if the bid or quote had been physically signed and that the person whose signature is electronically affixed is authorized to sign and submit the bid or quote.

## **1.14 Minority and Women-Owned Business Enterprises**

- 1.14.1 "M/WBE" means a Minority and Women-Owned Business Enterprise that is certified by the MODOT or the St. Louis Airport Authority.
  - A. A minority-owned business enterprise (MBE) is a for-profit enterprise at least 51% owned, operated, and controlled by a minority group member who is Asian, Black, Hispanic, or Native American.
  - B. A woman-owned business enterprise (WBE) is a for-profit enterprise at least 51% owned, operated, and controlled by a female.
- 1.14.2 A 5% bid discount will apply to bids from M/WBEs for contracts of \$300,000 or less. The discounted amount will be used in evaluating bid prices, but the actual bid amount will be the basis for the contract award. To qualify for the discount, the M/WBE bidder must include a copy of its current certification approval letter or an electronic screen print of the certification with a current date stamp.

- 1.14.3 If M/WBE goals are established for this solicitation, bidders must meet the goals or make good faith efforts to do so. Failure to either meet the goals or provide acceptable evidence of good faith efforts will result in rejection of the bid as non-responsive.
- 1.14.4 An M/WBE may obtain credit as a prime contractor or as a subcontractor. Credit may be taken as an MBE or as a WBE, but not both.

### **1.15 Acceptance and Award**

- 1.15.1 Award, if made, will be to the responsive, responsible bidder offering the lowest price or prices.
- 1.15.2 After receipt and review of bids, an unofficial tabulation will be posted on the County website. Posting of the tabulation does not constitute an award. The County will issue a Purchase Order or contract to the successful bidder.

### **1.16 Determination of Responsibility**

The County will make a determination of a bidder's responsibility based on information submitted with the bid, information submitted upon County request, information resulting from the County's inquiry of bidder's references and investigations into the bidder's background, and the County's own knowledge of the bidder. The County may consider matters such as the bidder's integrity, compliance with public policy, record of past performance, and financial and technical resources. Bidders determined to be non-responsible and who cannot be made to be responsible within timelines set by the County will not be considered further.

### **1.17 Required Forms**

- 1.17.1 Vendor Information and References Form (Attached)
- 1.17.2 M/WBE Certification (if applicable, required at time of bid submittal)
- 1.17.3 Copy of Missouri Secretary of State Registration showing current status
- 1.17.4 Excel Bid Sheet

### **1.18 Post Award Requirements**

- 1.18.1 Disclosures

If applicable and requested by the County prior to commencing work, the selected bidder must:

- A. Disclose all pending litigation and tax liens;



- B. Disclose all criminal charges where the company and/or officers, and/or owners of over 10% of the company are defendants regarding the charges;
- C. Provide audited financial statements for the past three fiscal years, if requested by the County.
- D. Provide samples, drawings, illustrations, and related items

#### 1.18.2 Staff agreements

If the work requires access to County documents and materials unavailable to the general public, the County may require execution of a non-disclosure or similar agreement prior to providing access to such materials. The selected bidder agrees to collect, store, and maintain such signed agreements for all staff.

#### 1.18.3 Missouri Prevailing Wage Law

Public work contracts that equal or exceed \$75,000 require contractors to pay prevailing wages to their employees.

#### 1.18.4 E-Verify

Bidders who receive awards for services in excess of \$5,000.00 must comply with §285.530(2) R.S.Mo. Information on the E-Verify program can be found at [www.e-verify.gov](http://www.e-verify.gov) Acceptable documents to show enrollment and participation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU):

- Valid, completed copy of the first page identifying the employer
- Valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division

#### 1.18.5 Verification of compliance with the Construction Safety Training Act, Section 292.675 RSMo

## **SECTION 2 - PROTESTS**

Protests that do not comply with the protest procedures outlined below will be rejected.

### **2.1 Protest Eligibility**

- 2.1.1 Protests or objections may be filed regarding the procurement process, solicitation or addendum content, or contract award.
- 2.1.2 The County will review only protests submitted by actual or prospective bidders. Protests by actual or prospective subcontractors will be rejected.

## **2.2 Protest Deadlines**

File protests with any supplemental materials by 5 p.m. CST, as appropriate, on the deadlines set forth below. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental protest materials filed after the relevant deadline will not be considered unless the County determines that there are extenuating circumstances.

- 2.2.1 If relating to the content of the solicitation or an addendum, including protests related to M/WBE requirements, file within five business days after the date the County releases the solicitation or addendum with the revised content.
- 2.2.2 If relating to notice of non-responsiveness, file within five business days after the County issues such notice.
- 2.2.3 If relating to the intent to award, file within five business days following the County's notice of intent to award by placing the item on the calendar of the County Council.
- 2.2.4 The date of filing is the date the County receives the protest, unless received after 5 p.m. CST, on a County non-business day, in which case the date of filing will be the next business day.

## **2.3 Protest Contents**

- 2.3.1 Submit protests in writing to the Director of Procurement. Include all of the following:
  - A. Detailed grounds for the protest, supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
  - B. The law, rule, regulation, or policy upon which the protest is based, alleging a clear violation of a specific law, rule, regulation, or policy; and
  - C. If applicable, identification of any proprietary or confidential material, which must be indicated by stating on the front page of the protest document that proprietary material is included, and identifying the alleged proprietary information wherever it appears within the protest documents.
- 2.3.2 Protest documents will not be withheld from any interested party outside of the County unless withholding the information is required by law or regulation. Identifying either the entire contents or the majority of contents of a protest as proprietary or confidential will result in no part of the protest being treated as proprietary or confidential by the County.

### **SECTION 3 - BIDDERS REPRESENTATIONS AND CERTIFICATIONS**

Submission of a bid constitutes a firm offer by the bidder to the County to provide all of the goods and services described in the solicitation and will be valid for 120 calendar days after the Bid Due Date and Time, or until a contract is executed by the County and the bidder, whichever is earlier. By submitting a bid, the bidder certifies that it:

- Has examined and is familiar with all of the provisions of the solicitation and all plans, specifications, and incorporated references, including any addenda; and
- Will perform in conformance with the requirements and conditions of the solicitation, providing all necessary labor, machinery, tools, and equipment to do all the work and furnish all the materials specified, in the manner and times prescribed and according to the requirements set forth in the final contract or any amendments to it;
- Has based bid prices only upon the required services, materials, and systems and prices are not subject to contingency, reservation, or exception;
- Has arrived at the bid prices independently, and has made no attempt to induce any other person or firm to submit or not to submit or to adjust a bid or proposal for the purpose of restricting competition;
- Has not employed or retained any person other than a full-time bona fide employee working solely for the bidder to solicit or secure this contract.
- Is current with all County taxes, if applicable;
- Has all required licenses and has verified that all subcontractors, regardless of tier, have all licenses that may be required for their portions of the work;
- Possesses the tools and equipment necessary to safely perform the work;
- Has not made a campaign contribution to a candidate for elective office authorized by the St. Louis County Charter (County Executive, County Councilmember, County Prosecutor, or County Assessor) within 90 days of issuance of this solicitation (“prohibited contribution”); and will not make a prohibited contribution within 90 days after award of the contract from this solicitation;
- Is not currently engaged in, and will not, for the duration of the contract with St. Louis County, engage in a “Boycott of the State of Israel” (as defined in Section 34.600 RSMo) in regards to:
  - Goods or services from the State of Israel;
  - Companies doing business in, or with, the State of Israel;
  - Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,

- Persons or entities doing business in the State of Israel;
- Will comply with all applicable laws, ordinances, rules and regulations governing the conduct of business in St. Louis County and the State of Missouri;
- Is not debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or County programs or activities.

## **SECTION 4 - GENERAL TERMS AND CONDITIONS**

The following terms and conditions will apply to any contract resulting from this solicitation.

### **4.1 Conflicts of Interest**

- 4.1.1 Contractors and subcontractors are eligible for contracts with the County only if, at the time a solicitation is released, are not, and will not, during the performance of the required services, participate in any other similar work involving a third-party with interests in conflict or likely to be in conflict with the County's interests.
- 4.1.2 No individual or entity or an agent of an individual or entity currently doing business with or planning to seek contract awards from the County may offer gifts to County officers, employees, or agents. County officers, employees, and their agents may not solicit or accept gifts, gratuities, favors, or anything of monetary value from any individual or entity with a current or potential agreement of any kind with the County, or parties to sub-agreements. This includes all gifts, gratuities, favors, entertainment, loans, and such items as liquor, lodging, travel, food, and tickets to public functions such as sports events, theaters, etc. Any party offering gifts in contravention of these requirements may be found non-responsible and barred from entering new contracts with the County by the Director of Procurement, may have current contracts terminated, and may be subject to further legal action.
- 4.1.3 Contractors may not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family nor may an offer of future employment be conditioned on the favorable treatment of an offer or the award of a contract or contract change.
- 4.1.4 Throughout the duration of the contract, the contractor agrees to disclose any pending or active investigations or litigation that may affect the ability of the contractor to carry out the project.

### **4.2 Estimated Quantities**

If the solicitation results in an indefinite quantity or requirements contract, the actual amount of goods and services requested by the County may be less than the maximum

value of the contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the contract.

#### **4.3 Contract Fees**

The fees quoted by the contractor will remain firm during the contract term unless otherwise agreed to by the County.

#### **4.4 Contingent Fee**

Contractor warrants that no agreement has been made with any person or agency to solicit or secure this contract upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of bidder or bona fide established commercial or sales agencies. For breach of this warranty, County may terminate the contract and will be entitled to pursue the same remedies against the contractor as it could pursue in the event of a material breach of this contract. As a penalty in addition to any other damages to which it may be entitled to by law, the County may recover exemplary damages in an amount to be determined by the County. The County's rights and remedies under this paragraph are not exclusive and are in addition to any other rights or remedies provided by law.

#### **4.5 Non-Discrimination in Employment**

Contractor may not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action includes employment upgrading, demotions or transfers, rates of pay or other forms of compensation, and selection for training including apprenticeships. In the event of contractor's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and contractor may be declared ineligible for further County contracts.

#### **4.6 No Agency**

Except as the County may specify in writing, the contractor has no authority, express or implied, to act on behalf of the County in any capacity whatsoever, as an agent or otherwise, or to bind the County or its members, agents, or employees to any obligation whatsoever, unless expressly provided in this contract.

#### **4.7 No Assignment**

No portion of this contract or any rights or interest in it, nor any claim arising under it, may be assigned by the contractor without the County's prior written approval. Requests for assignment must be directed to the Director of Procurement. Requests must be in

writing and received by the Director at least thirty days prior to the proposed date of assignment. All assignments must require that the assignee will comply with all terms, conditions and provisions of the contract between the contractor and County. Claims for money due to contractor from the County under this contract may be assigned to a bank, trust company, or other financial institution without prior County approval but will not be honored until such assignment or transfer is furnished to the County in writing.

#### **4.8 Independent Contractor**

The relationship of the contractor to the County will be that of independent contractor and no principal agent or employer-employee relationship will be created by the contract. Contractor retains full control of all hiring, compensation, and discharge of its employees and is fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters.

#### **4.9 Subcontracts**

Subcontractors may not perform work under this contract without prior written County approval. Regardless of any such approval, the contractor is responsible for all performance, whether self-performed or performed by a subcontractor, and is fully responsible for the acts, errors, or omissions of a subcontractor and persons employed by a subcontractor. Nothing in this contract or in any subcontract will create any contractual relationship between any subcontractor and the County.

#### **4.10 Licenses**

All required and applicable licenses of contractor must remain current during the term of the contract.

#### **4.11 Compliance with False Claims Act**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

#### **4.12 Contract Changes**

- 4.12.1 If a change in a contract is necessary, the County and contractor may execute a change order, which will result in a contract amendment. If the County requests a change within the general scope of the contract, the contractor is required to provide a written response within 15 days. Changes requested by the contractor must be submitted to the County project manager. If the County agrees, a contract amendment will be executed. Changes that materially alter the scope of the contract will not be allowed, and the County project manager has no authority to authorize such changes.

- 4.12.2 No action taken by the contractor that affects any provision of the contract will entitle the contractor to any equitable adjustment unless the action has been specifically addressed in a change order/contract amendment fully executed prior to such action.

#### **4.13 Notices**

##### **4.13.1 Delivery**

Any notice to any contractor from the County relative to any part of this contract must be in writing and considered delivered and the service completed when the notice is sent to the County project manager or the Director of Procurement.

##### **4.13.2 Receipt**

Notices will be deemed received when actually received via email or in the office of the addressee, or by the addressee if personally delivered, or when the delivery is refused, as shown on the receipt of the U.S. Postal Services, private carrier or other party making the delivery. Notices received after 5:00 p.m. will be deemed received on the first business day following delivery.

#### **4.14 Ownership of Deliverables**

Any work product prepared or developed pursuant to this solicitation or contract will be the property of St Louis County, including all calculations, notes, photos, recordings of any kind, samples, estimates, and field notes. All property rights, including intellectual property rights such as copyrights or patents that arise from creation of deliverables or other work products required by this contract to be developed for the County will be the property of the County and contractor relinquishes all claims to such property.

#### **4.15 Insurance Requirements**

The following insurance coverages must be maintained for the duration of the contract. The contractor must provide Certificates of Insurance for all required coverage prior to commencing work.

##### **4.15.1 Commercial General Liability Insurance**

Commercial General Liability Insurance (“CGL”) and, if necessary, Commercial Excess or Umbrella insurance with limits of not less than \$3,000,000 per occurrence. The CGL coverage must be written on an Insurance Services Office (“ISO”) Form CG 00 01 04 13, or a substitute form providing equivalent coverage, and must cover liability arising from premises, operations, independent contractors, products – completed operations, bodily injury, personal injury and advertising injury, and liability assumed under and insured contract (including the tort liability of another assumed in a business contract).

##### **4.15.2 Business Automobile Liability**

Standard ISO version of Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non- owned, and hired automobiles; limits of not less than \$1,000,000 per occurrence for bodily injury and property damage claims that may arise as a result of operations under this contract. The County will be listed as a certificate holder.

#### 4.15.3 Workers' Compensation Insurance

Workers' Compensation Insurance with statutory limits and Employer Liability Insurance with limits of not less than \$500,000 for the duration of the contract, as required by law. If the contractor is not required to maintain Workers' Compensation Insurance and elects not to maintain Workers' Compensation Insurance, the contractor must provide a minimum of \$2,000,000 per occurrence limits for Commercial General Liability.

#### 4.15.4 Cancellation

Cancellation provisions within any coverage must be in accordance with Missouri Cancellation and Nonrenewal provisions. The contractor must notify the County at least sixty days in advance of any material change, cancellation, or non- renewal.

### 4.16 Indemnification

Contractor agrees to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including attorneys' fees, for injuries to persons or damage to property occasioned by any acts or omissions of contractor, its subcontractors, agents, independent contractors or employees, and for any breach of the covenants, representations, certifications, and warranties made by contractor in connection with this contract. This section regarding indemnification applies to all liability, regardless of any applicable insurance policies. The policy limits do not act as a limitation upon the amount of indemnification to be provided by contractor. This section of the contract will survive in perpetuity.

### 4.17 Records and Audits

4.17.1 Contractor agrees to generate and maintain, in accordance with appropriate accounting practices and procedures, book, records, ledgers, receipts, accounts, back-up documents, and all other information related to performance under the contract, including personnel and property records, adequate to identify and account for all costs pertaining to the Contract, and to make all such records available for inspection by the County or any other authorized government entity upon the County's request.

4.17.2 Contractor must maintain all such records on a generally accepted accounting basis for three years after final payment by County has been made and all actions pertaining to the contract have been settled and completed.



#### **4.18 Data Privacy and Security Requirements.**

- 4.18.1 The contractor may have access to proprietary and confidential materials regulated by federal, state, or local laws and regulations, and will be required to safeguard any such materials from any disclosure by establishing and maintaining data privacy and security measures and requirements for all information, data, documents, and materials that contractor receives, generates, collects, and maintains in performing the services required. The contractor will be fully liable and agrees to indemnify and defend the County against any action resulting from any disclosure of any confidential or personally identifiable information related to any individual, or confidential information related to the County, if such disclosure is caused by contractor's employees, agents, or subcontractors. The County reserves the right to examine all laptops, flash drives, and other media on persons entering or leaving County property.
- 4.18.2 Depending on the work undertaken, the County may require certain contractor staff to be fingerprinted, pass security requirements, and undergo criminal background checks as specified by the County, and may, at its sole discretion, deny access to any individual.
- 4.18.3 Contractor may not use for financial gain, disclose, or make other improper use of confidential or otherwise privileged information that is acquired in connection with this contract. This includes personally identifiable information, knowledge of selections of contractors or subcontractors in advance of official announcement by the County, and all other information that is not normally made publicly available or that has not yet been made publicly available by the County.

#### **4.19 Delivery**

If applicable, deliveries must be made in accordance with the contracted delivery schedule and in the quantities ordered. Failure to comply may result in termination of the contract. The County expressly retains all other rights or remedies provided by law for any violation of this clause and no action by the County will constitute a waiver of any such right or remedy.

#### **4.20 Acceptance and Approval**

All goods and services supplied under this contract are subject to final inspection and acceptance by County notwithstanding any payment or other prior inspections or design approvals. The County's acceptance of any work will not waive any warranty.

#### **4.21 Release Void**

County's representatives may not waive or release any rights in connection with any visits to premises of contractor or subcontractors. No such waiver or release will be valid if required by contractor or any third persons in any action or proceedings. Contractor is

further required to impose these Release Void requirements on its subcontractors whenever it applies.

#### **4.22 Funding Out**

The contract will terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount that may become due.

#### **4.23 Invoices; Reporting and Documentation**

Invoices must be submitted to the designated County office and must include all of the required information and/or attached documentation. Invoices without complete information or documents may be rejected. If subcontractor and supplier payment reports are required, incomplete reports may result in reduced or withheld payment.

- 4.23.1 Name of the business concern and invoice date.
- 4.23.2 Contract number, Purchase Order number, or other authorization for goods and services delivered or rendered.
- 4.23.3 Description, price, and quantity of property or service provided.
- 4.23.4 Description of services rendered including who performed the service, what services covered, applicable hourly rates, number of hours or period of time to complete work, and any other pertinent information stipulated in the contract.
- 4.23.5 Shipping and payment terms, and such other substantiating documentation or information as required by the contract.
- 4.23.6 Name, title, phone number, and mailing address of person to whom payment is to be sent.
- 4.23.7 If the invoice is for partial payment of ongoing work, indication of how much work has been completed to date and how much remains and a statement that all suppliers and subcontractors who provided goods or services during the prior payment period have been paid.
- 4.23.8 Failure to pay subcontractors and suppliers timely may result in the County's withholding payment until acknowledgement of payment by the subcontractor or supplier is received by the County or until evidence of payment has been presented.
- 4.23.9 Depending on the contract, additional information may be required and information may be required to be uploaded into various electronic platforms.

#### **4.24 Payment**

Upon submission of a complete invoice and completion of all reporting requirements, the County will pay the contractor the prices stipulated in the purchase order or contract for goods and services rendered and accepted, less any deductions allowed.

#### **4.25 Termination**

##### **4.25.1 Termination for Cause**

In the event of material breach, or should the contractor fail to perform in accordance with the terms of this contract, the County will send a notice to cure. If contractor fails to cure the problems to the County's satisfaction within ten days of receiving such written notice, the County may immediately terminate the contract and seek recovery.

##### **4.25.2 Termination for Convenience**

The County may terminate the contract or a task order, in whole or in part, at any time by written notice. The contractor will be paid its costs, including closeout costs and profit on work performed up to the time of termination notice. On receipt of such notice, the contract will automatically terminate without further obligation of the parties.

##### **4.25.3 Contractor's Deliverables under Early Termination**

Before any settlement cost is paid, the County must have received and accepted all deliverables, including documents and correspondence required as deliverables, whether in complete and final form or in draft or incomplete form. If contractor possesses any property belonging to the County, contractor will return it to the County or account for and dispose of it as directed by the County prior to the release of payment by the County.

##### **4.25.4 Invoice and Payment Under Early Termination**

Separate final invoices for project-related costs and for termination settlement costs must be submitted no later than 30 calendar days after the notification of termination. Contractor's acceptance of final payment releases the County from all claims by contractor for issues arising under the contract.

#### **4.26 Disentanglement**

On termination of the contract, contractor must provide all documents, data, drawings, plans, manuals, warranties, specifications, passwords, and other materials that will enable a complete transition of services to the County or any third party designated by the County, and will perform such additional tasks as may be necessary to enable the County or its designated third party to assume provision of the services without any interruption or adverse impact on provision of services or on County activities. All such

disentanglement activities are considered part of base services and must be completed to the County's satisfaction before final payment is released. Should the contractor fail to complete the disentanglement tasks, contractor will be liable for all costs, including reasonable attorney's fees, incurred by the County in completing the tasks and transferring provision of services.

#### **4.27 Applicable Laws**

All work performed under this contract must be in compliance with all current Federal, State, and local laws and regulations. Should contractor fail to comply with such laws or regulations, or perform work in a manner unacceptable to the County, the contractor will either replace the goods, or re-perform the services to effect such compliance, or, at the discretion of the County, pay all costs associated with correcting the goods or services.

#### **4.28 No Waiver**

Failure of County to insist on performance of any of the terms and conditions or requirements of this contract will not be construed as a waiver of such terms, conditions or requirements, all of which will remain in full force and effect for the contract duration.

#### **4.29 Piggyback Consent**

If the contractor agrees, other public entities and agencies may also obtain the services and commodities that are the subject of this contract based on the terms, conditions, prices, and percentages offered to the County. Minor changes to terms and conditions may be negotiated. No other entity will become a signatory to, or participate in the original contract, but will negotiate a new contract based on the initial public entity's contract. The contractor may not, as a result of any such new contracts, reduce its services or availability to the County, or redeploy key personnel.

#### **4.30 Force Majeure**

Neither party will be liable for delays, or defaults in the performance of this contract due to Acts of God, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes beyond the party's control and without its fault or negligence. Should an event occur that could not have been overcome by the due diligence or planning, the non-performing party agrees to notify the other party promptly and to pursue best efforts to resume performance as quickly as possible, suspending performance only as long as is necessary due to the force majeure event. In such cases, the County will not assess liquidated damages or avail itself of other remedies, but may allow time to cure the non-performance or terminate the contract in whole or in part.

#### **4.31 Order of governance:**

In the event of conflicting provisions, the following order of precedence will apply:

- Change Orders

- Scope of Work / Technical Provisions
- County Standard Terms and Conditions
- The solicitation
- The bid

#### **4.32 Governing Law**

This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri will govern the construction of this contract and any action or causes of action arising out of it. All claims or causes of action arising out of this contract will be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri

### **SECTION 5 - SCOPE OF WORK**

#### **5.1 Overview**

The County has identified up to 200 structures for demolition and expects to add more in the near future. The structures will be bundled into groups and each group will be awarded as a separate contract. The structures will be located within unincorporated St. Louis County or contracted municipalities.

Before a property may be demolished, there are hearings, notifications, orders, and other steps that must be completed. Demolition is the final step. Because all steps may not be completed for every property in a given, immediate demolition may not be possible for every property. However, the County will be completing required steps and when a property is ready, the County will issue a notice to proceed for that property.

An owner may redeem a property at any point before it is demolished. In such a case, the property will be removed from the demolition list.

Removal and disposal of environmental contaminants and all debris and waste from the demolition must comply with County, state, and federal disposal regulations, and a certification of compliance must be provided to the County before the County will release payment.

#### **5.2 Bid Scheduling**

- 5.2.1 Each bundle will be posted for bid for at least thirty days. Additional bundles of buildings may be put out before a given tranche of bundles is awarded. There is no limit to the number of bundles for which bids may be submitted. If a bid is submitted before the bidder knows whether it has been awarded a previous bid, the subsequent bid may be withdrawn without penalty.

- 5.2.2 Bids will be awarded for entire bundles only. There will be no awards for individual structures unless a bundle contains only one structure. Bids that do not include a total for at least one complete bundle will be rejected.

### **5.3 Review of Site and Field Conditions by Contractor**

5.3.1 Contractor's execution of the contract is a representation that the contractor has visited the property sites, become generally familiar with local conditions under which work is to be performed, correlated personal observations with contract requirements, and taken steps reasonably necessary to satisfy itself as to factors that can affect the work, including

- A. Conditions regarding transportation, disposal, handling, and storage of materials;
- B. The status of water and utilities;
- C. Uncertainties of weather or physical conditions at the site;
- D. The conditions of the ground and of adjacent property;
- E. Any accessory structures that may require separate permits;
- F. Septic systems that may require inspection and decommissioning permits;
- G. Required erosion and water control measures;
- H. Locations for barriers and safety features.

5.3.2 Contractor also acknowledges that it is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the County.

5.3.3 Although the County will provide all available information regarding the structures to be demolished, the County will assume no responsibility for the actual conditions of the structures.

### **5.4 Size of structures**

The size of a structure will be determined using the Total Living Area as calculated by the County Assessor's Office. This information is available on the County's website. If the contractor disagrees with the listed size of the property, a written protest can be submitted via email. The County will have the sole authority to determine the size of the structure.

## **5.5 Commencement of Work**

- 5.5.1 No work may commence until the County has issued a Notice to Proceed for a specific property and a demolition permit is issued. The notice to proceed will include all pertinent information of the structure including its address, locator number, general description, and notification of any known awarded waivers.
- 5.5.2 The County will secure service disconnections from Laclede Gas (Spire) and Ameren.
- 5.5.3 The contractor is responsible for acquiring and paying for all necessary permits, and will be expected to apply for a demolition permit within seven calendar days of receiving notice to proceed.
- 5.5.4 By issuing a demolition permit, the County grants the contractor full and complete access to the property. Upon receipt of the permit, the contractor will have thirty calendar days to complete demolition and to remove all materials from the site. Demolition is not considered complete until the structure is demolished, materials have been removed, and the property has been inspected and approved by the County.
- 5.5.5 If multiple properties are ready for demolition simultaneously, the contractor and the County will agree on a demolition schedule for them.
- 5.5.6 In addition to the demolition permit, the contractor must also submit a permit application fee and obtain several approvals pertaining to waste management and air pollution control. More information can be found at: <https://stlouiscountymo.gov/st-louis-county-departments/transportation-and-public-works/public-works-publications-and-manuals/pw-permit-applications/demolition-permit-application-and-instructions/>
- 5.5.7 Work is expected to be undertaken between 8:00 am CST and 5:30 pm CST, Monday through Friday, except as further restricted by local ordinances. Work may be performed after hours or on weekends if first approved by and coordinated with the County.
- 5.5.8 Failure to complete work according to the agreed schedule may result in removal of properties from a contractor's bundle, termination of the contract, and other remedies, including billing of the contractor for any additional costs incurred by the County to have the work completed.

## **5.6 Demolition Preliminaries**

The contractor must complete the following tasks before commencing actual demolition.

- 5.6.1 Provide thorough and efficient measures to prevent the migration of rodents and other pests by exterminating them from all structures to be demolished. Proof of

extermination by an experienced exterminator must be submitted to the County project manager before commencement of the demolition.

- 5.6.2 Take action to prevent unplanned movement or settling, including bracing and shoring as required. During the demolition, the contractor will sequence the demolition procedures to prevent structures from becoming unstable.

## **5.7 Performance of Work**

- 5.7.1 The contractor will be responsible for supplying all labor, equipment, supplies and materials required to complete the work, which may include skid steer loaders, excavators, mini-excavators, trucks, and various handheld tools.
- 5.7.2 Demolition includes above and below-grade components, including all foundation elements, slabs, footings, fencing, posts, asphalt and concrete, as well as removal and proper disposal of all materials and debris from the site. Slabs located 24 inches or more below grade may be left in places if broken into pieces no larger than 36 inches in length and width. On any demolition site where there is no basement or crawl space, all demolition debris must be removed from the site. Excavation for the purpose of burying the debris will not be allowed.
- 5.7.3 Destruction of water and sanitary sewer taps is part of the demolition for each site. This destruction must be performed by a licensed plumber & drainlayer.
- 5.7.4 Demolition and removal of debris must be conducted in a manner to ensure minimum interference with roads, streets, thoroughfares, and adjacent facilities. Streets adjacent to the removal or demolition area must always be maintained for traffic use.
- 5.7.5 Foundation walls and piers are to be removed to a minimum of 24 inches below the surrounding elevations, except that concrete, stone, and masonry foundations and concrete slabs that were once part of the demolished structure can be used to fill excavations if they are:
  - A. Broken into pieces no larger than 36 inches in length and width. All rebar must be cut flush with the concrete. The severed rebar will not be allowed in the fill.
  - B. Placed to prevent voids and settlement and to allow for the drainage of water.
  - C. Covered completely with a minimum of twelve inches of clean soil.
  - D. Acceptable as fill by other authorities having jurisdiction.
- 5.7.6 Structures are to be demolished on-site and not sold to other parties. Use of explosives and burning materials on-site is not permitted.



- 5.7.7 All employees working for, or on behalf of, the contractor must display proper identification while performing work.
- 5.7.8 Erosion control is required on each parcel to keep silt/dirt/mud etc. from leaving the site. A link to the Best Management Practices (BMP) guidelines per the St. Louis County Sediment and Control Manual will be provided with each issued demolition permit.

## **5.8 Asbestos Management and Abatement**

- 5.8.1 The contractor must conduct pre-demolition asbestos inspections and asbestos removal in accordance with applicable regulations issued by the U.S. Environmental Protection Agency, Occupational Safety and Health Administration, Missouri Department of Natural Resources, and St. Louis County Department of Public Health.
- 5.8.2 The contractor must engage an independent third party AIHA or NVLAP accredited laboratory for all bulk sample analysis.
- 5.8.3 The contractor must submit final asbestos inspection report documentation including a table identifying all materials sampled, detailed descriptions of sample locations, and locations and quantities of all materials that tested positive for asbestos.
- 5.8.4 The contractor must notify the County for inspection requests twenty-four hours in advance. The contractor will be held responsible for scheduling and canceling inspections for all contractors and subcontractors.
- 5.8.5 Before payment will be issued for work related to asbestos abatement, the contractor must provide the County final reports for services conducted at each site in the format required by the County.

## **5.9 Post Demolition**

- 5.9.1 After demolition, grading and backfilling operations must be conducted in such a manner as to provide clean, uncontaminated soil, rock, gravel, concrete, asphaltic concrete, cinder blocks, and bricks. No demolition rubble or any other rubble may be brought in from another site to be used as fill even if it is clean. Minimal amounts of weeds, sticks, limbs, leaves, and other organic material are permitted if most of the fill is clean. The County reserves the right to require the contractor to reopen a completed excavation, at the contractor's expense, to determine whether proper fill procedures have been followed.
- 5.9.2 The on-site soils, where reasonably free of gravel, organic material, and construction debris, are suitable for reuse as structural fill, subject to adjustment of moisture content. Imported soils should be low plasticity, silty clay with a

liquid limit less than forty-five and a plasticity index between ten and twenty percent. Off-site sources require approval by the County.

- 5.9.3 If encountered as part of the demolition excavations, unsuitable materials must be removed at the direction of the County and may not be used in the placement of fills on the site.
- 5.9.4 Prior to placing any fill or replacing soils in over-excavated areas, all surfaces must be proof-rolled with compaction equipment during dry weather conditions in the presence of County personnel. Soils that are observed to rut or deflect under the moving load must be undercut and replaced with properly compacted fill.
- 5.9.5 Fill material must be provided and placed to fill excavations or depressions left from the removal of structures and foundations to elevation as directed. All surfaces must be sloped to provide positive drainage. Fill may not be placed on frozen or muddy subgrades. The fill material must be wetted or dried as required. The fill must be placed in loose lifts not exceeding eight inches in thickness.
- 5.9.6 The contractor must employ appropriate compaction equipment capable of compacting the fill in the corners of the excavation and relatively small working areas.
- 5.9.7 Any compacted fill, backfill, or sub-grade material that does not meet the requirements of these specifications must be reworked or removed and properly replaced at the expense of the contractor.

## **5.10 Backfilling**

- 5.10.1 Before placing backfill, the contractor must remove debris, trash, material subject to termite attack, rot, or corrosion, and other objectionable matter at the direction of the County. Final grading may not be done on ground surfaces in a frozen condition. Sides and bottoms of excavations must be re-compacted to conditions required for backfill. No backfill may be done over sub-grade surfaces that are porous, wet, or spongy.
- 5.10.2 Backfilling must commence as soon as possible after demolition is complete.
- 5.10.3 The contractor must maintain optimum moisture content of backfill materials to attain required compaction density.

## **5.11 Water and Moisture Control**

- 5.11.1 The contractor may not place, spread, or compact any fill during unfavorable weather conditions. All work that is damaged as a result of weather or water-related factors or that does not meet the requirements of the County must be corrected by the contractor at no cost to the County.

- 5.11.2 When the moisture content of soil proposed for use as compacted fill material is more than the limit specified, it may not be used unless the moisture content has been reduced to the acceptable amount. When the moisture content is below the limit specified, appropriate amounts of water must be added and blended uniformly throughout the material. Soils having moisture contents above or below the specified limits may not be incorporated into the work.
- 5.11.3 All fills and utility trench backfills must be compacted to at least ninety-five percent of the maximum dry density as determined by ASTM D 698, Standard Proctor, while at a moisture content between three percent below and three percent above optimum as determined by the test method.

## **5.12 Lot Grading**

- 5.12.1 The vacant lot must be filled, graded, and maintained in conformity with the established elevation at the perimeter of the property and the street grade at curb level nearest to the point of demolition or excavation. Provision must also be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.
- 5.12.2 After all filling, compaction, and rough grading have been completed, the contractor must bring all unpaved surfaces up to the required finish surfaces with the last four inches consisting of topsoil previously stripped and stockpiled. The topsoil must be evenly spread to the true contours seeding.
- 5.12.3 The topsoil used must be in a relatively dry state and placed in dry weather. It must be mostly free from stones, roots, grass, weeds, and other debris.
- 5.12.4 The contractor must follow local laws, rules, and regulations pertaining to lot grading and slope. All areas, including fill areas and transition areas, must be uniformly graded with reasonably smooth finish surfaces, free from irregular surface changes, and free from depressions in which water might accumulate.
- 5.12.5 If the demolition is undertaken during winter months when it is not possible to properly grade and seed a property, the County will accept rough grading of the frozen ground and will allow final grading and seeding to take place in the spring. The contractor will remain responsible for erosion control of the property.

## **5.13 Re-seeding**

- 5.13.1 The entire lot must be seeded using tall fescue, Kentucky bluegrass, perennial ryegrass, or a combination of the three. The contractor is responsible for watering the seed for a two-week period immediately following the planting. Reseeding may occur only between April through October. If demolition occurs November through March, the contractor must wait to seed and straw the lot until March. Safety and Cleanliness

- 5.13.2 The contractor is solely responsible for maintaining each job site in a clean and orderly condition, which includes storage and disposal of trash, debris, and construction waste, and the condition of waste containers. Waste hauling containers must be loaded or covered to prevent spillage on roadways and removed from the site when full or when the demolition is complete.
- 5.13.3 All work must be conducted in a safe and professional manner to avoid injuries to persons or damage to property, structures, and roads. Security and safety fencing must be provided at all demolition perimeters. This includes furnishing, installing, and maintaining security fencing from receipt of the demolition permit until the demolition is complete and the excavations are filled to a condition that, in the County's opinion, no longer requires protective fencing.
- 5.13.4 Security fencing may be removed from the site when it is no longer required and prior to covering with seed or gravel.
- 5.13.5 When necessary, the contractor is responsible for providing temporary structures or thoroughfares, including barricades, fences, walkways, and similar items.
- 5.13.6 The contractor must repair immediately any damage that may occur to adjacent structures, property, or thoroughfares as a result of the demolition operations without any cost to the owner or to the County.
- 5.13.7 As directed by the County, the contractor must clean adjacent structures of dust, dirt, and debris caused by demolition operations.
- 5.13.8 Salvage items must be removed from the site as the work progresses. The storage and/or sale of salvage items on site is not permitted.

#### **5.14 Safety Requirements**

- 5.14.1 The contractor is solely responsible for compliance with all relevant federal, state, and local rules, regulations, and laws, including requirements pertaining to
  - A. Asbestos abatement,
  - B. Jobsite and employee safety,
  - C. Waste hauling and disposal,
  - D. Sediment, stormwater, erosion, and water runoff control,
  - E. Air pollution and dust control,
  - F. Potable water and sanitary sewer components, including water service lines, wells, and septic systems, and
  - G. Fire safety and prevention.

- 5.14.2 The contractor must halt operations immediately, notify the County, and take necessary steps to abate all unexpected or unforeseen environmental or other hazardous conditions encountered during a demolition.
- 5.14.3 Water sprinkling, temporary enclosures, or other suitable methods must be used to limit dust and dirt from rising and scattering in the air unless doing so would create additional hazards.

### **5.15 Materials and Salvage**

The contractor, at its own expense, may salvage any materials or items found at the properties. However, narcotics, firearms, and contraband must be reported to and turned over to the County.

### **5.16 Payment Conditions**

The County will issue payment for each property after inspecting the property, determining that work has been satisfactorily completed, and receiving documentation certifying that disposal was completed in accordance with applicable regulations. If final grading and seeding cannot be completed because of weather conditions, the County will release 80% of the payment on completion of the demolition and rough grading, and will release the remaining 20% on final completion and County acceptance of the work.

## **SECTION 6 - MINIMUM QUALIFICATIONS**

Bids from companies that do not meet the following requirements will be rejected.

- A construction, destruction, or excavation company that has been in business for at least the past five continuous years.
- Completed five or more residential demolitions within the past three years.
- Current County waste hauling license at the time of the bid opening.

