



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #022-2010**

**THIS IS NOT AN ORDER**

**RETURN**

**TO:** Jason L. Finke, CPPO Senior Buyer  
City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

Date Issued: September 2, 2009  
Buyer's Email: [jfinke@springfieldmo.gov](mailto:jfinke@springfieldmo.gov)  
Telephone Number: 417-864-1624  
Fax Number: 417-864-1927  
**DUE DATE: September 16, 2009**

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON WEDNESDAY, SEPTEMBER 16, 2009**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

**DESCRIPTION**

**BUILDING DEMOLITION AND SITE CLEAN UP**

*See attached General Conditions, Specifications, and Bid Form for detailed information.*

**DELIVERY: F.O.B. DESTINATION**

*The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.*

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

**02. IFB Delivery Requirements**

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

**03. Sealed and Marked**

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

**04. Legal Name and Signature**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

**05. Corrections**

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

**06. Clarification and Addenda**

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: [www.springfieldmo.gov/egov/finance/bid\\_center.html](http://www.springfieldmo.gov/egov/finance/bid_center.html)

**07. IFB Expenses**

All expenses for making Bids to the City are to be borne by the bidder.

**08. Irrevocable Offer**

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

**09. Responsive and Responsible Bidder**

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

**10. Reserved Rights**

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**11. The Right to Audit**

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

## **12. Applicable Law**

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

## **13. Right to Protest**

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

## **14. Ethical Standards**

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

## **15. Collusion**

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **16. Contract Forms**

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

## **17. Liability and Indemnity**

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

## **18. IFB Forms, Variances, Alternates**

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

## **19. Bid Form**

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

**20. Modifications or Withdrawal of Bid**

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

**21. No Bid**

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

**22. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

**23. Prices Bid**

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

**24. Discounts**

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

**25. Descriptive Information**

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

**26. Deviations to Specifications and Requirements**

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

**27. Samples (if required)**

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

**28. Quality Guaranty**

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

**29. Quality Terms**

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

**30. Tax-Exempt**

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

### **31. Awards**

- a. *Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*
- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

### **32. Authorized Product Representation**

*The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

### **33. Regulations**

*It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

### **34. Termination of Award**

*Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.*

### **35. Royalties and Patents**

*The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

### **36. Equal Employment Opportunity Clause**

*The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.*

### **37. Bid Tabulation**

*Bidders may request a copy of the bid tabulation of the Invitation for Bid.*

### **38. Budgetary Constraints**

*The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

### **39. Additional Purchases by Other Public Agencies**

*The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.*

### **40. Order of Precedence**

*Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

### **41. Affidavit for Service Contracts**

*The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

### **42. Inspection and Acceptance**

*No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

**INVITATION FOR BID #022-2010  
SCOPE OF WORK AND SPECIFICATIONS  
BUILDING DEMOLITION & SITE CLEANUP**

1. **SCOPE OF PROJECT:** Contractor shall provide all labor, materials, equipment, supplies, taxes, insurance, fuels, permits, and any and all other items necessary to complete the demolition work, the removal of demolition materials, and disposal of materials and related work, as specified herein. Contractor shall complete all work.

2. **LOCATION OF PROJECTS:**

2.1 **1914 N. BENTON AVE. – 1 Story Structure, Approximately 1,991 sq. ft.**

All of the North Eighteen (18) feet of Lot Twenty-Eight (28) and the South Fourteen (14) feet of Lot Twenty-Nine (29), Block Forty-Two (42), in the Original Town of North Springfield, now a part of the City of Springfield, Greene County, Missouri; addressed as 1914 N. BENTON AVE.

2.2 **520 W. DIVISION ST. – 1 ½ Story Structure, Approximately 1,575 sq. ft.**

All of Lot One (1), Block One (1), in BRYAN PLACE ADDITION, in the City of Springfield, Greene County, Missouri; addressed as 520 W. DIVISION ST.

2.3 **1129 W. NICHOLS ST. – 1 ½ Story Structure, Approximately 2,042 sq. ft.**

All of Lot Eighty-Six (86) and Eighty-Seven (87), except the North Fifty-Eight (58) feet thereof, in QUEEN CITY ADDITION, Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 1129 W. NICHOLS ST.

2.4 **919 S. PAULA AVE. – 1 Story Structure, Approximately 1,500 sq. ft.**

All of Lot Twenty-Six (26), COACHLIGHT VILLAGE 1<sup>ST</sup> ADDITION, a subdivision in Greene County, Missouri, according to the recorded plat thereof; addressed as 919 S. PAULA AVE.

2.5 **2802 W. WALNUT ST. – 1 Story Structure, Approximately 865 sq. ft.**

All of Lots Eleven (11) and Twelve (12), Block Twenty-Three (23), in WESTPORT ADDITION to Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 2802 W. WALNUT ST.

3. **SPECIFICATIONS:** All work shall be accomplished in accordance with this Scope of Work and the Specifications contained or referenced herein and in accordance with all local, state, and federal rules, laws, and regulations.

4. **GENERAL REQUIREMENTS:**

4.1 **Survey of Contents:** The Contractor shall notify the Department of Building Development Services 24 hours before demolition to arrange a scheduled time to meet at the site to inventory the contents before the work commences.

4.2 **Demolition and Removal of Structures:** Demolition and removal of structures shall include:

4.2.1 Demolition and Removal of Structures shall include removal of the entire identified structure and contents to the construction limits.

- 4.2.2 All concrete floor slabs, foundations, pilings, driveways, sidewalks, steps, parking areas, and other above ground and underground improvements associated with the structure shall be removed.
- 4.2.3 All asphalt areas shall be removed.
- 4.2.4 Cap all building sewer connections at existing wye locations.
- 4.2.5 All septic tanks shall be removed and the contents disposed of in accordance with appropriate ordinances and regulations. The tank shall be filled and the top of the tank crushed.

4.3 **Removal of Asbestos:** Asbestos shall be removed to the standards established by 40 CFR Part 61; *“National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP: Final Rule” as identified on the attached site analysis prepared by Security Storage Inc. and Laboratory Analytical Reports from Tec-An, Inc.*

- 4.3.1 All labor used to remove asbestos shall be trained to comply with OSHA regulations and standards.
- 4.3.2 Asbestos shall be removed only by a Certified Asbestos Abatement Contractor holding a valid MDNR Certification Number.
- 4.3.3 The Contractor is required to obtain a wrecking permit from the Springfield Department of Building Development. Approval must be obtained from the Air Pollution Section of the Springfield/Greene County Health Department prior to issuance of the wrecking permit.
- 4.3.4 After removal of asbestos and prior to request for payment, the Contractor shall obtain a clearance letter from the Air Pollution Section of the Springfield/Greene County Health Department.
- 4.3.5 Disposal of asbestos shall be in strict accordance with Federal, State, and local laws and regulations.
- 4.3.6 Asbestos containing materials may not be disposed of at the City’s Sanitary Landfill or as clean fill.

4.4 **Removal of Underground Storage Tanks (None have been identified):** Underground Storage Tanks and contaminated soil shall be removed in accordance with Federal, State, and local laws and regulations and specifically MDNR regulations contained in 10 CSR20.

- 4.4.1 Disposal of the underground storage tank, contents, and contaminated soil shall be only at a facility approved for the disposal of such materials.
- 4.4.2 Missouri Department of Natural Resources shall be notified by the Contractor prior to removal of UST’s. The Contractor shall provide a copy of closure report to MDNR and the closure approval letter issued by MDNR to the City. All sampling and testing shall be the responsibility of the Contractor. Payment will not be made until such documents are received and accepted by City.
- 4.4.3 The Contractor shall test all soil adjacent to UST’s to the extent necessary to obtain closure approval from the appropriate approval agencies.

- 4.5 **Sediment Control:** The Contractor shall provide temporary erosion and sediment control on each respective property prior to the start of demolition operations. Sediment control shall be maintained for the full duration of the project. Contractor shall be responsible for the maintenance of controls and control structures and shall be responsible for any clean-up due to failure or inefficiency of such controls. Sedimentation run-off **shall not be tolerated** and if run-off occurs the Contractor shall take corrective action immediately.
- 4.6 **Grade and Backfill:** Grading, backfill, and return to grade shall be performed as follows:
- 4.6.1 All crawl spaces, lower levels, foundation areas, and any below ground area shall be filled and compacted with earth. The backfill must not be frozen when placed and shall be compacted to a density of 95% of maximum density of the backfill material used as determined by ASTM designation D-698. The top six (6) inches of backfill shall be made with soil suitable for growth of grass and graded to natural grade of surrounding undisturbed earth.
  - 4.6.2 Any change in vertical elevation greater than one foot for each horizontal five feet shall be backfilled to meet no more than the 1:5 requirement.
  - 4.6.3 Final grading shall insure adequate drainage offsite and not permit ponding of water. All filled and disturbed ground shall be smoothed for mowing and shall be seeded.
  - 4.6.4 The Contractor shall import fill as necessary to establish proper surface grades but the Contractor may cut and fill on site to the extent possible.
- 4.7 **Discovery of Hazardous Materials:** In the event previously unknown hazardous materials are discovered by the Contractor, the Contractor shall immediately suspend work in the specific location of the hazardous material and immediately notify the City project engineer.
- 4.8 **Clean-Up:** All demolition materials and debris shall be removed from the work concurrently with progress of work. Contractor shall not allow mud and debris from vehicle transporting demolition materials to litter any streets or highways. Contractor shall clean-up any such mud or debris at its sole expense.
- The City will vigorously enforce all requirements relating to clean-up of debris, dirt, mud, and demolition materials from the site and on streets, highways, and adjacent properties.
- 4.9 **Storage:** Storage of salvage materials for sale on the work site is prohibited. Signs advertising salvage materials shall not be placed at the work site.
- 4.10 **Street Closures:** The Contractor shall not close any street or divert any traffic without prior written approval of the City.
- 4.11 **Final Permit:** Inspection by Department of Building Development Services for final permit shall be requested by contractor within ten (10) days of completion of demolition of each separate site. **Inspection to finalize demolition permit MUST be requested by Contractor upon completion of demolition and site clean-up.**

**Insurance Requirements**

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- |    |   |   |
|----|---|---|
| A. | <b>Workers' Compensation<br/>Employer's Liability</b> | Statutory coverage per R.S.Mo. 287.010 et seq<br>\$1,000,000.00 |
|----|---|---|
- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Twenty Five Thousand Four Hundred Twenty Three (\$2,525,423.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Eight Thousand Eight Hundred Fourteen Dollars (\$378,814.00)** for any one person in a single accident or occurrence.
- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Twenty Five Thousand Four Hundred Twenty Three (\$2,525,423.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Eight Thousand Eight Hundred Fourteen Dollars (\$378,814.00)** for any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
- E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

5. **Performance Bond and a Labor, and Materials Payment Bond (if award amount EXCEEDS \$25,000.00):** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000 must be listed in United States Treasury Circular 570.

**INVITATION FOR BID #022-2010**  
**SPECIAL PROVISIONS**  
**BUILDING DEMOLITION & SITE CLEANUP**

1. **PROJECT SUPERINTENDENT:** The contractor shall have a superintendent or a responsible foreman on the project at all times when work is in progress.
2. **POWER:** All power for lighting, operation of the contractor's plant or equipment, or for any other use by the contractor, shall be provided by the contractor's sole cost and expense.
3. **SANITARY FACILITIES:** The contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
4. **USE OF RIGHT-OF-WAY AND EASEMENT:** Contractor must conduct all work within public street right-of-way, within designated areas on City-owned property, or within easements obtained for this project. All disturbed areas shall be reshaped, smoothed, dressed with topsoil, seeded, and mulched. All removal items shall be completely removed and disposed of. All remaining items shall be saved from damage.

The contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way not shown on the plans, but which may be required by the contractor for execution of the work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the contractor and that no claim shall be made against the City by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the contractor owning or responsible for the stored materials or equipment shall immediately move same.

Prior to placing materials or equipment upon such easements, the contractor shall request the City's representative to approve the specific location to be used. Any damage, which occurs to private property, will be the responsibility of the contractor. In the event the contractor gets off the permanent or temporary easements, then all costs to restore the property shall be at the contractor's expense and final acceptance of the project may be withheld unless the claim is resolved.

5. **PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY:** The contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the work performed by the contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the City's representative.

The contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location of character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any

part or site thereof whether by the contractor or the contractor's subcontractors. The contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

6. **UTILITIES:** The contractor shall make every effort to locate and identify all underground pipe lines, cables, and conduits by contacting the Missouri One Call System and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations. Certain pipelines, water mains, gas lines, and other existing underground and above ground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the information made available to the City. The City does not guarantee the accuracy or completeness of such information. Service connections for gas, water, telephone services, sewers, underground electric and lines, and possibly other utilities are not shown on the plans.

Any conflict with these utilities or any other utility not specified, as a pay item will be the responsibility of the contractor. The contractor will be required to relocate the utility or work around it at no cost to the City. It will be the responsibility of the contractor to brace or otherwise secure any utility poles or anchors close to the trenching operation.

Any delay or extra cost to the contractor caused by utility, pipe line, or other underground structures or obstructions not shown on the plans or found in different locations than those indicated shall not constitute a claim for additional work, additional payment, or damages.

The contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipe lines, and surroundings, and shall indemnify and hold harmless the City for any and all claims or judgments whenever made as a result of the contractor's actions. If additional or unexpected utility conflicts occur, the contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project. No time extensions will be granted for associated delays.

7. **PROTECTION OF EXISTING VEGETATION:** No existing vegetation within the project area shall be removed, trimmed or otherwise disturbed without prior approval by the City's representative. Such approval shall be given in the case of any vegetation within a trench line or other excavation limits where root structure is such that work cannot continue by any other means. No vegetation outside such excavation areas, or on private property, shall be removed, trimmed or otherwise disturbed without the consent of the property owner where the vegetation is located.

The contractor shall protect all vegetation from injury within, and adjacent to, the project site. Any vegetation damaged or destroyed by the contractor in performing the work, without the approval of the City's representative or property owner shall be replaced at the contractor's expense with material of equal or greater value.

8. **GUARDS AND LIGHTS:** The Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.
9. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these CONTRACT DOCUMENTS. The contractor shall also comply with all regulatory agencies requirements for safety.

The contractor shall use extreme caution to protect the project area to prevent accidents, damage, or injury involving pedestrian or vehicular traffic in the project area. Barricades, safety screening, or other acceptable methods shall be used as needed to keep the public out of danger and to safely divert them around the project area.

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the contractor's prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. The contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as the contractor may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The contractor shall indemnify and save harmless the City and the City's representative from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

10. **CLEANUP:** Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way and easement areas that were occupied by the contractor in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during performance of work by Contractor the City's representative determines that cleanup is not being accomplished, the City's representative may direct, in writing, no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

The contractor is to provide extra care during performance of work by Contractor to ensure that no rock, base stone, string, stakes, or any other construction material is left in the water main or irrigation lines. At the end of each construction day, the ends of all such lines shall be sealed watertight and all points of entry are to be covered to prevent easy access. No rain, storm water, or ground water shall be allowed to enter the water main or irrigation systems.

11. **DISPOSAL/OWNERSHIP OF MATERIALS:** Upon demolition and removal from the work site, all demolition and abatement materials shall become the property of the Contractor. The Contractor shall dispose of materials in accordance with all federal, state, and local rules, regulations, statutes, and ordinances. Any material disposed of in landfills, shall be disposed of at landfill approved by the City. All materials which are permitted at the Springfield City Sanitary Landfill shall be disposed of at the Springfield City Sanitary Landfill.

The Contractor may sell any salvageable materials but such materials cannot be advertised for sale or stored at the work site.

12. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

13. **EXCHANGE OF DATA:** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

14. **PERSONNEL:**

14.1 The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

14.2 The contractor represents, in accordance with RSMo Statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

15. **TERM:** The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Contractor.

16. **APPROPRIATION OF FUNDS:** In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

17. **PAYMENT:** Conditioned upon acceptable performance. The City agrees to pay the Contractor in accordance with the prices and terms set forth in *Exhibit B* for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

18. **TERMINATION OF CONTRACT:**

18.1 For Breach: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

18.2 For Convenience: The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

19. **CONFLICTS:**

19.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

19.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

20. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

21. **CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

22. **DISCRIMINATION:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

23. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

24. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

25. **NONRESIDENT/FOREIGN CONTRACTORS:** The Contractor shall procure and maintain during the life of this contract:

25.1 If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

25.2 A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

26. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
27. **CITY BENEFITS.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
28. **LIABILITY AND INDEMNITY:** The parties mutually agree to the following:
- 28.1 In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- 28.2 The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contract or hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- 28.3 The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
29. **NOTICES:** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
30. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
31. **ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

32. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.
33. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #022-2010**

SUBMITTED BY \_\_\_\_\_  
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

**NOTE:** The structures have been divided into **TWO (2) Groups** as follows. The City intends to award Group-by-Group. However, the City reserves the right to award Item-by-Item or all or none whichever is in the City's best interest.

<b>GROUP I</b>				
<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1.	1 Total	Completely demolish One Story Structure at 1914 N. Benton Ave. in accordance with attached specifications.  <b>Start Time:</b> _____ days after receipt of order <b>Time of Completion:</b> _____ days after starting	\$ _____	\$ _____
2.	1 Total	Completely demolish One and a Half Story Structure at 520 W. Division St. in accordance with attached specifications.  <b>Start Time:</b> _____ days after receipt of order <b>Time of Completion:</b> _____ days after starting	\$ _____	\$ _____
3.	1 Total	Completely demolish One and a Half Story Structure at 1129 W. Nichols St. in accordance with attached specifications.  <b>Start Time:</b> _____ days after receipt of order <b>Time of Completion:</b> _____ days after starting	\$ _____	\$ _____

<b>GROUP II</b>				
4.	1 Total	Completely demolish One Story Structure at 919 S. Paula Ave. in accordance with attached specifications.  <b>Start Time:</b> _____ days after receipt of order <b>Time of Completion:</b> _____ days after starting	\$ _____	\$ _____
4.	1 Total	Completely demolish One Story Structure at 2802 W. Walnut St. in accordance with attached specifications.  <b>Start Time:</b> _____ days after receipt of order <b>Time of Completion:</b> _____ days after starting	\$ _____	\$ _____

DELIVERY: F.O.B. DESTINATION

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days, Net \_\_\_\_\_ Days

**RETURN THIS PAGE**

City of Springfield  
Division of Purchases  
218 E Central  
Springfield, MO 65802  
Ph. 417 864-1620  
Fax 417-864-1927

CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. \_\_\_\_\_  
Fax \_\_\_\_\_

**CONTRACTOR AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and \_\_\_\_\_, a \_\_\_\_\_ [a Missouri Corporation or describe the entity] hereinafter referred to as the "Contractor."

**WITNESSETH:**

**WHEREAS**, the City of Springfield desires to engage the Contractor to render certain construction services hereafter described in Invitation for Bid # 092-2009 which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the Contractor submitted a bid dated \_\_\_\_\_ [and revised bid dated \_\_\_\_\_] which bid[s] is [are] attached hereto and incorporated herein as **Exhibit B**; and

**WHEREAS**, the Contractor has submitted the lowest and best bid for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as **Exhibit C**;

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of contractor's profession in performing similar services.

2. **Contract Documents.** The agreement between the City of Springfield and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Invitation for Bid, and any amendments thereto, (3) the bid, as accepted, submitted in response to the Invitation for Bid, and (4) the award letter. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation for Bid and amendments thereto shall govern over the Contractor's Bid and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's Bid. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the bid shall be subject to acceptance without further clarification.

3. **Modification of Contract.** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

4. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel.**

a. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

b. The contractor represents, in accordance with RSMo Statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

6. **Term.** The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Contractor in *Exhibit B*, unless otherwise directed in writing. The term of the Agreement shall be for the period specified in *Exhibit C*.

7. **Appropriation of Funds.**

In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8. **Payment.**

a. **Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the prices and terms set forth in *Exhibit B* for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

9. **Termination of Contract.**

a. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

b. **For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

**In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

10. **Conflicts.**

a. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

11. **Assignment.** The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

12. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

13. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Occupational License:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

15. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

16. **Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. **City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

19. **Liability and Indemnity.** The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contractor or hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

20. **Insurance.** As per the amounts set forth in the Invitation For Bid, the certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City of Springfield within ten (10) days of the date of receipt of the Award of the contract to the Contractor, and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Jim Tillman, Purchasing Agent  
City of Springfield  
218 E Central  
Springfield, MO 65802

21. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

23. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

24. **Contractor's Responsibility for Subcontractors:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Mary Mannix-Decker, Director of Finance

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_

**James F. Tillman Jr.**  
**City Purchasing Agent**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Attorney

**PERFORMANCE BOND (If Bid is over \$25,000.00)**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ as principal and \_\_\_\_\_, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers**

**Dollars**

**(\$ \_\_\_\_\_)** to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

**WHEREAS** the above-named principal did on the \_\_\_\_ day of \_\_\_\_\_, 2009, enter into a contract with the City of Springfield, Missouri, for:

**DEMOLITION AND SITE CLEAN UP IN ACCORDANCE WITH INVITATION FOR BID #022-2010**

**NOW, THEREFORE**, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its' or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Springfield, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the City of Springfield, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Springfield, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_

\_\_\_\_\_

Assistant City Attorney

Surety: \_\_\_\_\_

By: \_\_\_\_\_

**PAYMENT BOND FOR LABOR AND MATERIALS (If Bid is over \$25,000.00)**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ as principal and \_\_\_\_\_, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

**WHEREAS** the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, enter into a contract with the City of Springfield, Missouri, for:

**DEMOLITION AND SITE CLEAN UP IN ACCORDANCE WITH INVITATION FOR BID #022-2010**

**NOW, THEREFORE**, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore-described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of Section 2.5 of the Springfield City code.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the City of Springfield, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by of Section 2.5 (d) of the Springfield City Code.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_

\_\_\_\_\_

Assistant City Attorney

Surety: \_\_\_\_\_

By: \_\_\_\_\_



**CITY OF SPRINGFIELD  
STATEMENT OF "NO BID"  
IFB #022-2010**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES  
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #022-2010** FOR **DEMOLITION AND SITE CLEAN UP** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN BELOW).

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_