

ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI  
INVITATION FOR BID

BID NUMBER: 13-110 Emergency Storm Debris Removal

DATE: June 5, 2013

BIDS ARE TO BE RETURNED NO LATER THAN: June 6, 2013 at 2:00 P.M.

Bids are to be delivered or emailed to the Finance Office prior to 2:00 P.M. on or before June 6, 2013. The Email address is [purchasing@sccmo.org](mailto:purchasing@sccmo.org). The physical delivery address is the Finance Department 201 North Second Street, Suite 541 St. Charles, MO 63301. Bids will be read aloud in Suite 523 at 201 North Second Street, St. Charles MO 63301.

FOR INFORMATION CONTACT: Purchasing Manager  
Kurt Mandernach  
Phone: (636)-949-7900 ext. 3876

DESCRIPTION: The St. Charles County Government is seeking bids for the following:  
Emergency Storm Debris Removal

This document constitutes a request for bids from qualified professional contractors. Bids must be marked clearly identified ~ "Bid 13-110 "Emergency Storm Debris Removal".

Each bidder must submit their proposal in person or way of email ([purchasing@sccmo.org](mailto:purchasing@sccmo.org)) to the Finance Department, 201 North Second Street, Room 541 St. Charles, MO 63301, prior to the time specified above.

Signature of offeror indicates all terms and conditions and all other specifications made a part of this request and any subsequent award or contract will be complied with upon award. All terms, conditions and representations made in this invitation will become an integral part of the contract.

Indicate whether ( ) Individual; ( ) Partnership; ( ) Corporation.

INCORPORATED IN THE STATE OF \_\_\_\_\_.

THIS SECTION MUST BE COMPLETED FOR BID TO BE CONSIDERED VALID

FEDERAL ID #: \_\_\_\_\_

COMPANY \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

CITY \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

INFORMATION FOR BIDDERS  
FOR  
EMERGENCY STORM DEBRIS REMOVAL  
BID NO. 13-110

**1. BID SECURITY**

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the St. Charles County Government as a guarantee that the bidder will execute a contract and furnish the required bonds (performance and payment) if the bid is accepted.

**2. READING OF BIDS**

All bids will be publicly read aloud at the place designated and at the time set in this Bid Package. The right to reject any or all bids, in part or in its entirety and to waive defects or technicalities in bids is reserved. Collusion between bidders is sufficient cause to disqualify all bidders so involved.

**3. RETURN OF BIDDER'S DEPOSITS**

The bid deposits of all except, the three lowest qualified bidders, will be returned within three (3) days after the award of the contract. The bid deposits of the three lowest bidders will be returned within two (2) working days after the signed contract and bond have been executed, received, and accepted by the City.

**4. FORM OF PROPOSAL.**

All bids must be made on the attached form of proposal. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineation, or otherwise the bid proposal will be voided.

Bids must be properly signed in permanent ink by the bidder, or by an authorized official or agent when the bidder is a firm or corporation. When the bid is made by a firm, the signature must include the firm name, and the signature of a member thereof. When made by a corporation, the signature must contain the name of the corporation followed by the signature of the official or person authorized to bind it in the matter and with proof of said authority. When filed, the bid with the accompanying bid security must be included together for submission to the Purchasing Manager, St. Charles County Government. The bidder shall designate on the bid blank the official address to which all communications can be mailed.

**5. BASIS OF AWARD:**

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

**6. AWARD OF CONTRACT:**

The County will award the contract within a period not exceeding 10 (10) calendar days after the date of opening the bids or else, will reject all bids. The County reserves the right to require the successful bidder to file proof by the contract, and to file proof of their successful completion of similar projects.

**7. EXECUTION OF CONTRACT:**

The bidder to whom the contract has been awarded shall sign three (3) copies of the contract, performance and payment bonds and return them to the County within seven (7) calendar days after receipt of the contract. Failure to execute the contract and bonds and return them to the County within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the County.

#### 8. PERFORMANCE AND PAYMENT BOND:

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the County, conditioned for the faithful performance and payment of this contract and the guarantee of the work. Both contract and bonds shall be executed in triplicate and in the form to be approved by the County.

#### 9. RIGHT RESERVED TO REJECT BIDS:

The County reserves the right to reject any or all bids in part or in their entirety.

#### 10. COMPLETION TIME:

The Contractor shall commence work within twenty four (24) hours after the date of written notice, and shall work for an expected period of fifteen (15) days. Progress and completion of work shall be further set out in detail below.

#### 11. APPLICABLE REGULATIONS:

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified. The contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the contractor or their employees or the work here under in the relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this contract.

#### 12. NO OTHER INTERESTED PARTIES:

The contractor declares that the only persons interested in this contract as principals are therein named as such, that no official of the municipality and no person acting for or employed by the municipality is directly or indirectly interested in this bid, or any contract which may be made under its, or in any expected emolument, or profit to arise therefrom, that the bid and the contract are made in good faith, without fraud, collusion or connection with any other person bidding for the same work.

#### 13. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn after the scheduled closing time for the receipt of bids.

#### 14. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the contractor has, by careful examination, is satisfied as to the nature and location of the work, the conformation of the project, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No official, officer or agent of the owner is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered and the contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the owner either before or after the execution of this contract, shall affect or modify any of the terms of obligations herein contained.

It is understood and agreed that the contractor is informed fully as to the conditions relating to construction and labor under which the work will be performed, and agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

#### 15. CONDITIONS IN BIDDER'S PROPOSAL:

The bidder shall not stipulate in their proposals any conditions not contained in the form of proposal contained in the contract documents.

#### 16. TAXES:

The St. Charles County Government is tax exempt. Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. The County may elect to have all materials billed to the County in an effort to save the cost incurred by taxes.

#### 17. RIGHTS-OF-WAY:

The County will provide all rights-of-way upon which work is to be done.

#### 18. INSURANCE:

The successful bidder must provide two (2) properly executed certificates of insurance and three (3) copies of the performance and payment bonds prior to the County Engineer authorizing work.

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

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

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

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

#### 19. INDEMNITY

The contractor shall indemnify and save harmless the St. Charles County Government from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents or employees, in the execution of work or in the guarding of it.

## 20. PROJECT LOCATION

All public rights of way of streets and roads with in the limits of the St. Charles County as provided by County Engineer.

## 21. CONTACT

Inquiries concerning the following specifications should be addressed to:

Craig Tajkowski, County Engineer  
201 North Second Street, Suite 429  
St. Charles, MO 63301  
Phone (636) 949-7305  
Email: [ctajkowski@sccmo.org](mailto:ctajkowski@sccmo.org)

## 22. E-VERIFY

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

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

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

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

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

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

### **\*\* PLEASE NOTE:**

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

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

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

### 23. TRANSIANT EMPLOYER

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, be liable for a penalty of \$500 per day until notices required by this section are posted as required by that statute

BID 13-110  
EMERGENCY STORM DEBRIS REMOVAL  
ST. CHARLES COUNTY GOVERNMENT

**1.0 GENERAL**

The purpose of this contract is to remove and dispose of all eligible debris from the St. Charles County and Municipal Rights-of-Way (ROW) within the State of Missouri. The geographic area to be included in this contract is located within the St. Charles County.

**2.0 SERVICES**

- 2.1 The Contractor shall provide for debris removal of all eligible debris from the County designated locations in the public rights-of-way in the St. Charles area.
- 2.2 The debris shall be taken to the County stockpile site located at 7101 Highway 94 South, St. Charles, MO 63304. The contractor shall obtain all necessary permits.
- 2.3 The estimated amount of debris to be removed under this contract is shown on the individual bid form, but not guaranteed. The unit price on the individual bid schedules will be used for payment.
- 2.4 Mechanical Pick Up, Haul and Deliver to stockpile site. The work shall consist of clearing and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) mechanical loading of eligible debris as well as manual loading as needed 2) hauling the eligible debris to County designated stockpile site.
- 2.4.1 Eligible debris shall consist of brush, branches, and fallen trees within the public ROW.
- 2.4.2 The Contractor shall make available at least six (6), preferably twelve (12) crews (3-4 members each) with mechanical pick up capability and haul vehicles being tandem dump trucks or larger. The contractor shall work in areas designated by the County Engineer. The Contractor shall work 6:00 A.M. to 6:00 P.M. until further notice (up to fifteen (15) days).
- 2.5 Only debris that lies within or partly within the ROW shall be removed. The Contractor shall not enter private property during the performance of this contract.
- 2.6 The Contractor shall note that the majority of the project will occur in residential areas. The Contractor should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.7 The Contractor shall use equipment and perform work in a manner to prevent damages to the County's infrastructure facilities and adjacent ROWs, including all landscaped areas. All equipment shall be approved by the County prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor

- 2.8 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.9 The County reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.10 All work shall be accomplished in a safe manner in accordance with Municipal, County, and State Safety Standards and OSHA Standards.

### **3.0 LOAD TICKETS**

- 3.1 Load tickets shall be used for recording the cubic yard volume of debris removed for disposal. The Contractor shall provide all load tickets to the County monitor at the stockpile site identified in section 2.2. A copy of the load ticket form to be used by the Contractor shall be submitted for County Engineer's approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts.
- 3.2 Each ticket shall contain the following information:
- Ticket Number
  - Contract Number
  - Contractor Name
  - Date
  - Truck or Roll-off Number
  - Truck Capacity Point of Debris Collection
  - Loading Departure Time
  - Dump Arrival Time
  - Percent of Load
  - Actual Debris Volume
  - Debris Eligibility (Y/N)
- 3.3 Upon arrival at the stockpile site, the vehicle operator will give the pick up location and street name to the County stockpile monitor. The County stockpile monitor will verify the hauler and equipment and establish a percent truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the County monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the four part load ticket by the County stockpile monitor to the nearest cubic yard. The County stockpile monitor will document the data on the load ticket. The County stockpile monitor will give one copy to the vehicle operator. One copy is then given to the Contractor, the County keeps the original and the fourth will be for FEMA. The load tickets shall be submitted with the daily operational report.

### **4.0 DEBRIS CLASSIFICATION**

- 4.1 Eligible Debris – Eligible debris is considered all storm-related debris that is located within the public right-of-way and defined below.

Eligible debris shall consist of brush, limbs, branches, and downed trees located within public ROW of the of St. Charles County.



## 5.0 PERFORMANCE SCHEDULE

- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of award of bid. By 4:00 P.M. on June 6, 2013, via email to [highway@sccmo.org](mailto:highway@sccmo.org), the Contractor shall provide primary and secondary contact information for receipt of work assignments starting Friday, June 7, 2013 (information shall include names, addresses, mobile and office telephone numbers, fax number and email addresses).
- 5.2 Prior to commencing debris removal operations, the Contractor shall, receive direction from the County Engineer in the form of a work plan showing where operations will begin and which streets/roads will be cleared. The plan shall be updated every three (3) days.
- 5.3 All activity associated with debris removal operations shall be performed between 6:00 A.M. and 6:00 P.M. The Contractor shall work seven (7) days per week, including holidays, as directed by St. Charles County.
- 5.4 Contractor shall be available to perform work for up to fifteen (15) calendar days, unless the County initiated additions to the contract by written change orders. Both parties pursuant to applicable County, State and Federal law will equitably negotiate subsequent changes in cost and completion time.

## 6.0 EQUIPMENT

- 6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two (2) feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use shall inspect all equipment. The Contractor will provide a form for this purpose.
- 6.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two (2) signs, one (1) attached to each side. These signs shall be furnished by the Contractor. The signs shall contain the following information:
- Company Name
  - Truck Number
  - Cubic Yardage with or without sideboards
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the County all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The County may, at any time, request that the

trucks be re-measured. The Contractor shall notify the County each time a new truck, trailer, or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

- 6.4 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the County.

## **7.0 REPORTING**

- 7.1 The Contractor shall submit a report to the County project managers each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:

Contractor's Name  
Contract Number  
Truck Number  
Location of Work  
Day of Report  
Daily and cumulative totals of debris removed, by category

- 7.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

## **8.0 OTHER CONSIDERATIONS**

- 8.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under terms of this contract.
- 8.2 The Contractor shall be duly licensed in accordance with the state and county statutory requirements to perform the work.
- 8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
- 8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with City Safety Standards and OSHA standards.

- 8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 8.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 8.7 The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8 The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. The County will approve subcontractors from a list which the Contractor will provide.

## **9.0 (RESERVED)**

## **10.0 MEASUREMENT**

Measurement for all debris removed shall be by the cubic yard as determined by the eligible debris delivered from the pick up point to the stockpile site, as supported by the load ticket, and calculated by the stockpile monitor. Load tickets shall document measurement.

## **11.0 INSURANCE**

- 11.1 Please see insurance requirements referenced in the Information to Bidders section of this bid document.

## **12.0 PAYMENT**

- 12.1 Payment for work shall be invoiced upon completion of the contract. Invoice shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the Contractor in the attached BID FORM.
- 12.2 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which payment is to be made, the County authorized agent may retain a percentage of said payment, not to exceed 10% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the County's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue.
- 12.3 The County may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.4 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty (30) days of the certification of completion of the project by the County's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the County's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

### **13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK**

The St. Charles County Government Finance Director may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the Finance Director. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Finance Director shall make an equitable adjustment and modify the contract in writing.

### **14.0 TERMINATION OF CONTRACT**

14.1 This contract may be terminated at any time for the convenience of the County. The County agrees to pay the Contractor for all work completed through the termination date.

### **15.0 WARRANTIES AND REPRESENTATIONS**

15.1 This contract is binding upon and inures to the benefit of the County or Assigns and is the whole agreement of the parties and governed by the Law of the State of Missouri. The appropriate venue for any litigation resulting hereunder is the Circuit Court of Saint Charles County, Missouri.

15.2 The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

### **16.0 STOP WORK**

16.1.1 Stop Unsafe Work. The County's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

16.1.2 Issue a Stop Work Order. If the County's authorized agent determines the deficiency is serious, the County can issue a stop work order.

16.2 The County's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the County's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to any such stop orders the subject of a claim for extension of time, or for excess costs or damages.

### **17.0 NOTICES**

17.1 At the time of award, the Contractor shall designate, in writing, a Contract Representative to receive

any Notice required hereunder and who shall be available at the local work site in St. Charles County, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County's authorized agent at the time of award.

- 17.2 The only County personnel authorized to receive any Notice required hereunder is the County's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the County.

## **18.0 OTHER CONTRACTS**

The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

**BID FORM**

**BID NO. 10-110 Emergency Storm Debris Removal**

In accordance with this bid package inviting proposals for Emergency Storm Debris Removal for the St. Charles County Government, subject to the conditions and requirements of the Agreement, Scope of Work and Specifications, which so far as they relate to the Proposal are made a part of it, the undersigned herewith proposes to provide and perform such work, for the unit costs indicated below.

Estimated Cubic Yard of Debris for this project is 100,000 Cubic Yards. The quantities in this bid package are estimated quantities, provided for bid purposes only. The actual quantities may be less than or exceed this estimate. Your bid price per cubic yard shall remain the same regardless off actual quantities. Your bid price must include all costs necessary to fulfill this contract.

Bid Price per Cubic Yard of Debris: \$ \_\_\_\_\_  
(for debris mechanically picked up and hauled to stockpile site)

Adder for performance and payment bond: \$ \_\_\_\_\_

Total Bid Price for Project as Specified: \$ \_\_\_\_\_

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Bidder may supply below the primary and secondary contact information required by Section 5.1

Primary: \_\_\_\_\_

Secondary: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**I. Audit Clause for Contracts**

**II. Examination of Records**

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

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

**Vendor Information**

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

III. Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_

