

**PROJECT SPECIFICATIONS**

# **BUILDING DEMOLITION**

**114 W 4<sup>th</sup> St.**

**Parcel # 04-30.0-415-015**

**O'FALLON, ILLINOIS**

**February 28th, 2022**

**CITY OF O'FALLON  
COMMUNITY DEVELOPMENT DEPARTMENT**

## **NOTICE TO BIDDERS**

The City of O'Fallon, St. Clair County, Illinois, will receive sealed proposals for the **BUILDING DEMOLITION** until **8:30 a.m. on March 14<sup>th</sup>, 2022** in the City Clerk's Office in City Hall, in the City of O'Fallon, Illinois, 62269. All bids will be publicly opened and read aloud at 8:30 a.m. March 14<sup>th</sup>, 2022. The sealed bids must be delivered to the City Clerk before 8:30 a.m., during regular business hours.

The proposed work consists of demolishing and cleaning up all building materials, including foundation(s) building slab(s) (except in the case of a mobile home building slab), trees/foliage, closing out and removing per St. Clair County, IL standards, rules and regulations any wells, cisterns and septic systems, backfilling all excavations and seeding of the disturbed site. The proposed work also consists of properly disposing of one residential structure and all associated debris of the demolition project.

The address of the location is: 114 W 4<sup>th</sup> St, O'Fallon, Illinois  
Parcel # 04-30.0-415-015

No less than prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workers employed in construction on this project.

The City of O'Fallon, Illinois, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding.

**CITY OF O'FALLON, ILLINOIS**

By: Jerry Mouser, City Clerk

# **SPECIAL PROVISIONS**

## **BUILDING DEMOLITION OF**

**114 W 4<sup>th</sup> St, O'Fallon, Illinois**  
**Parcel # 04-30.0-415-015**

**DESCRIPTION OF WORK:** The proposed work consists of furnishing all labor, equipment and materials to complete the demolition of the buildings, masonry burn pit/BBQ pit, rubbish removal, trees/foliage retired private utility pole(s), and existing non-city sidewalks. Additionally, all wells, septic systems and cisterns located on-site shall be "closed" and/or removed per St. Clair County, IL standards, rules and regulations. Sanitary sewer lines shall be capped as required or directed. The site shall be properly backfilled for all excavation locations and properly seeded. The proposed work also consists of properly disposing of one residential structure and any/all resultant materials of demolition and/or removal of any other materials or structures located on the site. The address of the location is:  
114 W 4<sup>th</sup> St, O'Fallon, Illinois.

**MOBILE HOME PADS AND DRIVEWAYS:** Existing mobile home pads and driveways shall not be disturbed unless, at the discretion of the City of O'Fallon representative, such pads and driveways pose a hazard to the community. Every effort shall be made to ensure existing pads and driveways remain intact.

**PREVAILING WAGES:** No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in the accomplishment of this project. **On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. At the time of each payment request, the Contractor shall submit copies of weekly payrolls as proof of compliance with prevailing wage rates. Payment will not be made without submittal of this documentation and full compliance with the prevailing wage rates.**

**EXAMINATION OF SITE:** All Bidders shall visit the project site prior to the bid letting date to determine such details of construction necessary to fully complete the project. **A representative of the City must be present to discuss scope of work required, particularly removal of certain trees which will be marked at that time. Contact Chad Truran at 618-624-4500, Ext. 4 to arrange the required site visit.**

**GUARANTEE:** The Contractor shall guarantee all work furnished in the construction of the project to be free from defect resulting from faulty material or workmanship for a period of one year from the date of final acceptance and final payment of the project.

**SAFETY AND PROTECTION:** The Contractor shall be responsible for initiating,

maintaining and supervising all safety precautions and programs in connection with the Work. The entire work site shall be cordoned off, accessible only to the Contractor and City personnel. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work and other persons and organizations who may be affected thereby;
- All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City of O'Fallon or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of The Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and the City of O'Fallon has issued a notice to the Contractor that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the City of O'Fallon.

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City of O'Fallon, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the City of O'Fallon prompt, written notice if the Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the City of O'Fallon determines that a change in the contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variations.

**PERMITTING:** Prior to beginning the work, the Contractor must obtain all necessary permits from the City of O'Fallon and O'Fallon Police Department for oversized vehicles, if necessary.

**INDEMNIFICATION:** To the fullest extent permitted by laws and regulations the Contractor shall indemnify and hold harmless the City of O'Fallon, their agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of the City of O'Fallon's architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by laws and regulations regardless of the negligence of any such party.

In any and all claims against the City of O'Fallon or any of their consultants, agents, or employees by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the City of O'Fallon or their consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

The Contractor will be required to obtain protective liability insurance that includes the terms of these indemnity provisions and name the City of O'Fallon as additional insured. The minimum limits being \$1,000,000.00 for bodily injury and property damage, \$200,000.00 Workers compensation for each employee, and \$500,000.00 for each accident.

**PROJECT COORDINATION & ADMINISTRATION:** Once a bid has been awarded, the City will provide to the bidder a contract outlining the demolition of the property and the full terms of the project. A mandatory pre-construction meeting shall be scheduled within one week of contract ratification between the Contractor and the City. All work will be scheduled through the City Code Official. Contractor must present a preliminary work schedule at the pre-construction meeting.

**COMPLETION TIME:** All work on all phases of the project must be completed within 14 calendar days of the notice to proceed. No time extensions will be given due to poor weather conditions.

NOTE: The allotted time in the contract is sufficient to complete the entire project. Therefore, no additional time will be allotted.

**UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES:** It is the Contractor's responsibility to determine the existence and location of all underground facilities, structures and utilities and to protect them from damage during construction and disconnection. All permits or fees for the disconnection of utilities shall be the responsibility of the contractor. Certification of termination of utilities shall be submitted to the City of O'Fallon. The contractor shall abandon the sewer lateral connection in compliance with current EPA closure/removal regulations. The utilities shall be removed to the right of way line or the utility main as directed by the City Engineer.

**PROTECTION OF EXISTING FACILITIES:** The Contractor shall maintain and protect all existing facilities, both on-site and off-site, including but not limited to utilities, roadways, parking areas, landscaping, lawns and buildings which are not scheduled for removal or replacement under this project. The Contractor shall provide any required sheeting, shoring, covering or other means and methods to protect existing facilities. The Contractor shall bear all costs and make all arrangements to repair or replace, any existing facility, both on-site and off-site, damaged as a result of construction, which is not scheduled for removal or replacement as part of this project.

**DISPOSAL OF MATERIALS:** All materials for disposal shall be removed from the site and properly disposed of at locations provided by the Contractor. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed.

**BACKFILLING:** All voids, holes, excavations, etc., left after demolition of any structures as required herein, shall be properly backfilled with clean fill dirt and compacted to grade. Finished grade must allow for proper storm water drainage and will be inspected to ensure compliance prior to payment being released.

All items stored in the building shall be removed at the contractor expense. Dead brush and dead trees shall also be removed from the sites at contractor expense. Contractor shall coordinate the removal of existing gas and electric service with Ameren Illinois. Contractor shall coordinate the removal of existing water service with the City of O'Fallon. Contractor shall also coordinate proper closure of the sanitary sewer with Caseyville Township Sewer.

City infrastructure within the project limits shall be left intact and protected from damage. Any damage shall be removed and replaced at the contractor expense, and no additional compensation shall be allowed.

**PAYMENT SCHEDULE:** All of the work specified herein, including incidental items, will be paid for at the contract lump sum price for the **BUILDING DEMOLITION**, and no additional compensation will be allowed. No final payment will be made without provisions of contract being satisfied.

**TRAFFIC CONTROL AND PROTECTION:** The contractor shall protect both vehicular and pedestrian traffic from any and all excavations or other hazards arising out of the performance of this work. This includes protective fencing, barricades, signing and flagging as necessary. All barricades and signs shall be in compliance with the Manual of Uniform Traffic Control Devices and shall be erected and utilized in accordance with standard IDOT Policy.

This work will not be paid for separately but shall be considered as incidental to the work and included in the unit bid prices herein and no additional compensation will be allowed.

**SEEDING, FERTILIZER AND MULCH:** Seeding, fertilizing and mulching this location will be required. This work shall be completed in accordance with Article 250 and 251 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified. Upon completion of the work, the Contractor shall clean up and remove all debris and excess materials from the site. All earth surfaces disturbed by the work shall be finish graded sufficient for seedbed preparation, seeding, fertilizing and mulching.

Seeding mixture and application rates shall be as specified for Seeding Class 1. Mulch shall be Mulch Method 2 using Procedure 2 to anchor or stabilize the mulch. All erosion, or other areas where seeding under this contract has failed, shall be repaired such that a healthy, viable stand of grass is attained.

This work will not be paid for separately but shall be considered as incidental to the work and included in the unit bid prices herein and no additional compensation will be allowed.

# THE SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT, PUBLIC ACT 95-0635

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees. And that deal with the subject matter of Public Act 95-0635.

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Contractor/Subcontractor

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Name of Authorized Representative (type or print)

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Title of Authorized Representative (type or Print)

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Signature of Authorized Representative

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Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

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Contractor/Subcontractor

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Name of Authorized Representative (type or print)

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Title of Authorized Representative (type or Print)

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Signature of Authorized Representative

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