



REQUEST FOR BID  
DATE 10/22/09  
BID #09-0558

RETURN BY BID OPENING TIME TO:  
PURCHASING DIVISION  
100 CITY HALL  
DULUTH, MN 55802

**DEMOLITION AT VARIOUS  
CITY SITES**

Purchasing Agent: DENNIS SEARS  
PHONE: (218) 730-5003  
FAX: (218) 730-5922

**BID OPENING AT 2:00 PM ON WEDNESDAY, NOVEMBER 18, 2009**

NOTE: All bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split the award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder is to state in the proposal if bid price is based on acceptance of total order. Sale tax is not to be included in the unit price. Bidder to state freight charges if the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid forms.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE  
FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID  
[www.ci.duluth.mn.us/city/services/purchasing](http://www.ci.duluth.mn.us/city/services/purchasing)

Designated F.O.B. Point:  
Building Inspection Division  
Jobsite(s)

Tax: Federal Excise Tax Exemption  
Account No. 41-74-0056 K

Item No	Qty	U/OM	Description	Unit Price	Total Price
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(See additional page(s))

Vendor E-mail: \_\_\_\_\_

FREIGHT CHARGES \$ \_\_\_\_\_

NAME \_\_\_\_\_  
ADDR1 \_\_\_\_\_  
ADDR2 \_\_\_\_\_  
ADDR3 \_\_\_\_\_

TOTAL BID PRICE \$ \_\_\_\_\_  
TO INCLUDE ANY ADDITIONAL PAGES  
PAYMENT TERMS \_\_\_\_\_  
F.O.B. POINT \_\_\_\_\_

BY: \_\_\_\_\_  
(Print) Title

DELIVERY DATE \_\_\_\_\_

\_\_\_\_\_  
(Signature) Tele #

Item No	Qty	U/OM	Description	Unit Price	Total Price
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Furnish all labor, supervision, permits, equipment, insurance(as per attached requirements), and all else necessary to **DEMOLISH** the following structures all in accordance with the specifications of the City of Duluth Purchasing Division and The Division of Building Inspections. Also remove any and all accessory buildings on the property unless noted otherwise. **AS NOTED:** Your bid includes the following:

Disconnect of utilities, demolition, debris removal and clean up, and disposal of debris. Thirty working days to complete each bldg (**NO EXCEPTIONS**), otherwise bid will be REASSIGNED to next LOW BIDDER.

The City reserves the right to remove any parcel from this Contract which may be removed by owner/or negotiate clean up of any parcel full or in part remaining during the life of this contract. **NOTE:** New full-size plywood/OSB sheathing covering windows and doors must be removed and returned to the downtown fire hall. (Hall #1) Non-negotiated loss of this sheathing shall be considered a deduction.

(See additional page(s))

            
(Initial)

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Item No.	Qty	U/OM	Description	Unit Price	Total Price
01	1	ea	323 East 9 <sup>th</sup> St, legally described as E 1/2' of Lot 59 Block 126 Duluth proper 3 <sup>rd</sup> Division	_____	_____
02	1	ea	106 S Blackman Ave, legally described as that part of Lot 5, lying north of a line beginning on the west line of said Lot 5, 58.73' north of the southwest corner thence to a point on the east line of said Lot 5, 75.11 north of the southwest Corner, Block 3 Clearview Park Duluth	_____	_____
03	1	ea	2412 W 1 <sup>st</sup> Street, legally described as the West ½ of Lot 390, Block 49, Duluth Proper 2nd Division.	_____	_____
04	1	ea	619 N 58 <sup>th</sup> Ave W, legally described as Lot 7, Block 166, West Duluth 5 <sup>th</sup> Division	_____	_____
05	1	ea	1330 Fern Ave, legally described as the Nly 10' of Lot 6 and the Sly 25' of Lot 7, Block 9, Homewood Addition to Duluth	_____	_____
06	1	ea	2410 Florence Ave, legally described as Lot 4, Block 2, Lincoln Park Gardens 3 <sup>rd</sup> Division	_____	_____
07	1	ea	615 E 10 <sup>th</sup> Street, legally described as East ½ of Lot 103, Block 161 Duluth Proper 3 <sup>rd</sup> Division	_____	_____

Demolish the above listed structures in accordance with City specifications. also remove any and all accessory buildings.

\_\_\_\_\_  
 (intials)

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PURCHASING DIVISION

**STRICT REQUIREMENTS**

BIDDERS MUST DISPOSE OF WASTE AT AN APPROVED AND CERTIFIED DISPOSAL SITE.

ABATEMENT OF ASBESTOS AND REGULATED WASTE AND THE STABILIZATION OF LEAD PAINT WILL BE PERFORMED BY OTHERS. DEMOLITIONS WILL NOT START UNTIL ASBESTOS, REGULATED WASTE AND LEAD HAVE BEEN ABATED AND STABILIZED AS REQUIRED BY LAW.

ABSOLUTELY NO DEMOLITION DEBRIS TO BE USED FOR FILL AT DEMOLITION SITE.

A) Disposal site for demolition debris:

1) \_\_\_\_\_  
Location  
(See additional page(s))

2) Disposal site for asbestos material

\_\_\_\_\_  
Location

(See additional page(s))

\_\_\_\_\_  
(Initial)

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Item No	Qty	U/OM	Descriptions	Unit Price	Total Price
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2) Disposal site for asbestos material

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Location

SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH WEIGHT TICKETS OR VOLUME TICKETS FROM APPROVED LANDFILL/DISPOSAL SITE FOR EACH BILLING PRIOR TO RECEIVING PAYMENT. THERE WILL BE NO PAYMENTS MADE UNTIL THIS PROCEDURE IS FOLLOWED.

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**NOTE**

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Bidders shall indicate all other disposal sites when two (2) or more sites are used. Also, Bidder shall indicate the estimated quantities and type of material to be disposed at each of the sites. Failure to do so may be cause for rejection of bid.

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The City of Duluth reserves the right to award this bid on a TOTAL BID basis or or a LOW BID per item basis.

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Delivery Contact: Bryan Bushey, Building Official  
Phone: (218) 730-5300  
Fax: (218) 730-5901

A 5% bid bond, cash, or cashier's check in favor of the City of Duluth is required with the bid.

A Performance and a Payment Bond shall be required by successful bidder for the full amount of the bid.

Insurance Certificate for \$1.5 million must be on file with purchasing.

\_\_\_\_\_  
(Initial)

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

Date: November 22, 2009  
Rev. Spec. #968-32C2

CITY OF DULUTH  
MINIMUM SPECIFICATIONS FOR  
DEMOLITION OF BUILDINGS  
(Vendor Responsible: Utility Cut Offs)

Bids to meet or exceed specifications listed below.

INFORMATION

It is the intent of these specifications to describe a demolition in sufficient detail to secure bids on demolition.

Any additional, deletions or variations from the following specifications must be stated. Reason for variations and deviations must also be stated. These specifications shall be construed as minimum. Failure to complete all information on bid request form may be cause for rejection of bid.

GENERAL

The contractor shall furnish all labor, material and equipment and shall perform all services and work required to wreck and remove the listed buildings in strict accordance with the specifications and with the city of Duluth ordinances pertaining to the moving or wrecking of buildings.

All work shall be performed by mechanics skilled in the demolition of all types of structures and shall be subject to approval by the Building Official or duly qualified representative.

The contractor will be required to comply with all applicable Federal, State or local laws, regulations or ordinances and it is expressly understood and agreed that buildings indicated in this bid request may not be moved and re-erected upon some other site but are to be demolished upon and removed from the premises.

All work under the contract shall be completed within thirty (30) working days from date of purchase order or completion of signed contract unless otherwise authorized under the terms of the bid.

The city of Duluth reserves the right to award contract in accordance with Ordinance No. 7050 which indicates the various provisions, in addition to price, which may be considered in determining the lowest responsible bidder.

FILLING EXCAVATIONS

The successful bidder in addition to wrecking and removing the buildings will remove all exterior and interior foundation walls, columns, piers, beams or other projections, down to twelve (12) inches below grade. All piping, heating plants, or other fixtures, furniture, partitions, steps, rubbish or other debris shall be removed from the basement. All combustible debris shall be removed from the premises. Concrete stairs and walks shall be removed from the premises and the areas graded.

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

Date: November 22,2009

Rev. Spec. #968-32C2

Basements shall be filled to a plan twelve (12) inches below the adjacent undisturbed ground surface with non-combustible material from the site and/or off-site common fill material such as gravel or coarse sand which may include some clay and rocks with a maximum dimension of four (4) inches. The top twelve (12) inches shall be backfilled with compact coarse granular material, with sufficient binder to permit adequate consolidation and stabilization of surface, and finished to conform to a minimum grade of 2% for drainage to adjacent undisturbed ground unless otherwise authorized by the Building Inspection Division.

#### UTILITY SERVICES

Any sewer, water and gas services cut off shall be the responsibility of the awarded vendor by awarded vendor/subcontractor in accordance with the regulations of the city of Duluth and under their supervision. Telephone and electric service shall be terminated under the supervision of the utility company owning the service. Adherence to the City of Duluth Specifications for cutting off and/or plugging of old, unused water wells, water, gas and sewer services shall be required.

Before commencing work, contractor will be required to check and make sure that all utility services have been shut off or disconnected at the source.

Adequate notice shall be given to the Building Inspection Division prior to the start of demolition of each unit included in the bid.

#### DISPOSAL OF SOLID WASTE

All demolition waste materials must be disposed at a site approved by the MPCA and WLSSD.

#### REMOVAL AND SALVAGE OF EXISTING BUILDINGS

- A. At the time the Contractor moves onto demolition site to begin demolition, he shall have a right of salvage to all materials that exist because of the demolition of the structure under the Contract, subject to all the provisions of the contract and the following:
1. Contractor shall notify the Building Inspection Division if he finds on the site:
    - a. Personal property which is obviously of considerably more value than salvage value;
    - b. Personal property which he knows or has reason to believe belongs to a third party;
    - c. Motor vehicles.
  2. Only such property may be salvaged by the Contractor as is owned by the landowner and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the landowner a written statement respecting its ownership.
  3. Personal property of third persons or of occupants of buildings on the site shall not become the property of the Contractor.
  4. Any salvage workers authorized by the contractor to be on the property shall be considered as subcontractors for indemnification purposes.

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- B. Unless otherwise specified, no dwelling structure shall be removed from the premises as a whole, or in a substantially whole condition, but all such buildings shall be demolished on the premises.

#### TREES, SHRUBBERY, SOD

No trees on the property shall be removed without permission. Care shall be exercised that trees, shrubbery and sod on adjoining property will not be damaged.

#### SAFETY AND CLEAN-UP

The structure shall be demolished upon the site. All combustibles and scrap material shall be removed by the contractor. All basement floors shall be broken up sufficiently to provide drainage. Maximum size pieces shall not exceed one square yard in area.

Under no circumstances shall dust and debris be allowed to blow or scatter from the area as a result of the demolition operation. If necessary, the contractor will be required to maintain a source of water to dampen and water down the structure as the demolition operation proceeds.

Damage to sidewalks, curb and gutter, street paving and utility structures shall be avoided on or adjoining the site. Any damage caused by the operations shall be repaired at the expense of the bidder prior to final contract payment.

#### LICENSES AND PERMITS

All expense and cost of permits arising from or in conjunction with the performance of the provision of these specifications shall be borne by the successful bidder.

The successful bidder shall possess or obtain all required permits and licenses and pay the prescribed fees. No purchase orders or contracts will be issued until the successful contractor applies for, receives and pays for the required demolition permit.

#### BONDING

After award of contract and before commencing work, the contractor must submit a corporate surety performance bond (city's form) in an amount equal to the amount of his bid, or in lieu of such corporate surety bond, a certified check in an amount equal to the amount of his bid, drawn in favor of the city of Duluth on a bank authorized to transact business in the state of Minnesota. The bond must be approved by the city attorney prior to commencement of work. Bidder should be aware that permits required to wreck structures or obstruct streets in the city of Duluth require additional bonds.

#### INSURANCE

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be with a company approved by the City of Duluth; shall provide for the following; Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

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**City of Duluth shall be named as Additional Insured** under the Public Liability, \*Excess/Umbrella Liability, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage's evidence by said certificate and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverages ineffective as against the City.

**The se of an "Accord" form as a certificate of insurance shall be accompanied by two forms:**

- 1) ISO Additional Insured Endorsement (CG 2010 pre 2004**
- 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**

(See attached examples of Endorsements)

\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.

#### RIGHT OF THE CITY TO DO THE WORK

If the successful bidder should neglect to prosecute the work properly, or fail to perform any provision of the contract, the city, after three days written notice to the successful bidder, may without prejudice to any other remedy the city may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the successful bidder, provided, however, that the Building Official shall approve such action and the amount charged to the successful bidder.

#### HAZARDOUS WASTE

Abatement of asbestos and regulated waste and the stabilization of lead paint will be performed by others. Demolitions will not start until asbestos, regulated waste, and lead have been abated and stabilized as required by law.

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

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MPCA NOTIFICATION OF INTENT TO PERFORM DEMOLITION

Contractor must properly complete this form and any/all other documents required by City, State and Federal regulations and forward as required. Copies of all forms shall also be forwarded to the City of Duluth Building Safety Office.

GOPHER STATE ONE-CALL

Contractor MUST call 800/262-1166 and comply with all Gopher State One Call requirements.