

CITY OF DULUTH INVITATION TO BID

PROJECT NAME/DESCRIPTION: UTILITY CUT OFFS AND DEMOLITION OF FOURTEEN SITES

BID NUMBER: 15-0663 AND 15-0665 BIDS DUE: MONDAY, NOVEMBER 30, 2015 AT 2:00 PM

PROJECT DESCRIPTION: Please provide utility cut offs and demolition of structures at fourteen (14) sites. Abatement is not included in this bid. The demolition is to be completed by March 30, 2016 and utility cut-off and street restoration are due by May 30, 2016. Attachments include specifications and address listing. **Bids can be split between properties, cut off, and demolition.** Please bid as cut off, demolition, total single property, and all sixteen properties. Vendor can bid on all or only select properties but please mark "No Bid" next to the properties that are not of interest.

Payment for utility cut offs will be withheld until the work has been verified by a city official.

Please note the attached specifications for the project.

OPTIONAL PRE-BID/WALK-THROUGH: November 19, 2015 at 8 am at 6116 Raleigh Street. The remainder of the route will be determined there.

QUESTIONS: Please submit any questions regarding this project via e-mail to <u>purchasing@duluthmn.gov</u>. Responses will be sent out to all bidders.

Please note that the City of Duluth Supplemental Conditions apply to this project and will be included in the contract. This document can be found online at http://www.duluthgov.info/engineering/documents/SupplementalGenConditions4-15-11.pdf. Hard copies may be made available upon request.

INSTRUCTIONS TO BIDDERS

Due to the anticipated dollar value, sealed bids are required. Please drop off a hard copy at the Purchasing Office. Bids must be received by 2:00 PM on November 30, 2015.

The City of Duluth reserves the right to waive informalities and to reject any and all bids. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

The following documents must be submitted with your bid:

1. **Bid Bond/Check** – equal to 5% of the total bid.

Please note that the following requirements also apply and any additional required documents must be submitted prior to award/contract execution.

- 1. **Insurance** Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.
- 2. **Affidavit of Non-Collusion** The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- 3. **Performance & Payment Bonds** The awarded contractor <u>will be required</u> to submit performance and payments bonds in the full amount of the purchase order prior to award.
- 4. Affirmative Action/EEO The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at http://mnucp.metc.state.mn.us . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

CITY OF DULUTH

Amanda Ashbach Purchasing Agent Andrew Field Financial Analyst

15-0663 and 15-0665 Bid Form

	Address	Utility Cutoff	Demo	Total
1	1 131ST AVE W			
2	3015 VERNON ST			
3	417 N 21ST AVE W			
4	429 N 63RD AVE W			
5	5702 W 8TH ST			
6	5803 CODY ST			
7	603 N 23RD AVE W			
8	6116 RALEIGH ST			
9	1019 N 14TH AVE E			
10	1227 FOSTER AVE			
11	19 W 4TH ST			
12	2624 W 2ND ST			
13	318 S BASSWOOD AVE			
14	816 & 816 1/2 E 5TH ST			
			TOTAL	

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CITY OF DULUTH MINIMUM SPECIFICATIONS FOR DEMOLITION OF CONDEMNED BUILDINGS Fall 2015 2.0 Projects

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 demolition of all types of structures and shall be subject to approval by the Duluth Construction Services & Inspections Division.

The Contractor will be required to comply with all applicable Federal, State or Local laws, regulations and 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.

Notice shall be given to the Construction Services & Inspections Division prior to the start of demolition of each building.

BUILDING REMOVAL AND FILLING EXCAVATIONS

In addition to wrecking and removing the building(s) the Contractor shall completely remove all exterior and interior foundation walls, columns, piers, footings, beams, floor slabs and other projections, except where specified otherwise in Appendix A. All building service piping, heating equipment and systems, other fixtures, furniture, partitions, steps, rubbish or other debris shall be removed from the premises. All combustible debris shall be removed from the premises. Concrete stairs and walks shall be removed from the premises and those areas graded.

Excavations shall be filled completely to grade with native or imported clean fill materials. Fill shall be free of foreign materials (rubbish, debris, etc.), frozen clumps, aggregate larger than 3 inches, rock, concrete or bituminous chunks or other unsuitable materials that may prevent thorough compaction, or increase the risk of settlement. The city Building Official shall have final say on what material is suitable. The top 3 inches of the excavation shall be filled with suitable topsoil. The site shall be contoured to match adjacent existing grades on all four sides. Grading shall be completed to ensure that water does not drain towards existing adjacent structures. Following backfill, all areas shall be seeded and mulched.

UTILITY SERVICE

Any sewer, water and gas services cut off shall be the responsibility of the demolition contractor/subcontractor in accordance with the regulations of the city of Duluth. Telephone and electric service shall be terminated under the supervision of the utility company owning the service. Adherence to the City of Duluth Engineering Guidelines and other applicable regulations for cutting off and/or plugging of old unused water wells, water, gas and sewer services shall be required. See attached Appendix A for site specific utility cut off requirements.

Before commencing work, contractor shall verify that all utility services have been shut off. Contractor shall disconnect water and sewer at the curb or the main according to city Engineering requirements and guidelines. Contractor shall coordinate gas service disconnection with city Engineering and coordinate phone, cable and electrical service disconnection with the company owning the utility. Contractor is responsible for researching work required for utility disconnection and including costs in bid. Engineering approval of utility cut offs shall be submitted with invoices.

DISPOSAL OF SOLID WASTE

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

REMOVAL AND SALVAGE OF EXISTING BUILDINGS

- 1. At the time the Contractor moves onto the 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:
 - a. Contractor shall notify the Construction Services & Inspections Division if he finds on the site:
 - i. Personal property which is obviously of considerably more value than salvage value.
 - ii. Personal property which he knows or has reason to believe belongs to a third party.
 - iii. Motor vehicles.
 - b. Only such property may be salvaged by the Contractor as is owned by the owner 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.
 - c. Personal property of the third persons or occupants of buildings on the site shall not become the property of the Contractor.
 - d. Any salvage workers authorized by the Contractor to be on the property shall be considered as subcontractors for indemnification purposes.
- 2. Unless otherwise specified, no dwelling structure shall be removed from the premises as a whole, or in 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 all trees, shrubbery and sod on adjoining property will not be damaged. See Appendix A for site specific instructions for trees.

LICENSES AND PERMITS

All expense and cost of permits arising from or in conjuncture with the performance or the provision of these specifications shall be borne by the contractor. The contractor shall obtain an erosion control permit prior to any site disturbance. The Contractor shall possess or obtain all required permits and licenses and pay the prescribed fees prior to commencing work.

SAFETY AND CLEANUP

The structure shall be demolished upon the site. All combustibles and scrap material shall be removed by the Contractor.

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.

Contractor shall maintain erosion control measures in accordance with the erosion control permit and shall stabilize the site upon completion using sod, seed and mulch, or other method approved by the city of Duluth.

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 Contractor.

BONDING

A 5% bid bond or corporate check must accompany the bid. After award of contract and before commencing work, the Contractor must submit a payment and performance bond (city's form) in the amount equal to the amount of their bid, or in lieu of such bonds, a check in an amount equal to the amount of their 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. Permits are 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 limit provided when a claim arises out of 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.

City of Duluth shall be named as Additional Insured under Public liability, *Excess/Umbrella Liability, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractor Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workman'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 or 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 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 coverage ineffective as against the City.

The use 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 City of Duluth Attorney's Office. (Inquire of Purchasing, 218-730-4340, for copies if needed)

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.

INVOICING

Invoices shall be itemized by address, include a description of tasks completed and dates of completion, itemization with hourly rate X hours, invoice total and the vendor name. <u>Lump sum invoices and % of contract invoices are not acceptable</u>. All work must be observed and approved by city prior to payment.

HAZARDOUS MATERIALS and WASTE

Required abatement of asbestos and regulated materials and waste to be completed under separate contract prior to commencement of demolition. Demolition shall not start until asbestos, regulated materials and other waste have been abated and stabilized as required by law.

MPCA NOTITIFICATION 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 Construction Services & Inspections Division office.

GOPHER STATE ONE-CALL

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

^{*}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.

Appendix A

Site-Specific Requirements

SITE-SPECIFIC BUILDING REMOVAL AND FILLING EXCAVATIONS

3015 Vernon St

West foundation wall to remain one foot below grade including six feet of adjacent floor slab and north and south foundation walls to be tapered at 45 degree angle.

603 N 23rd Ave W

North foundation wall to remain one foot below grade including six feet of adjacent floor slab and east and west foundation walls to be tapered at a 45 degree angle.

2624 W 2nd St

East, west and north foundation walls to remain one foot below grade. All basement floor slab to remain. Taper south foundation wall at 45 degree angle from each end.

UTILITY CUT-OFFS

1 131ST AVE W

Water ¾" Copper – Cut off at box in yard. Sewer – Cut off at grinder.

3015 VERNON ST

Water ¾" Copper – Cut off at box. Sewer - Cut off at main in Vernon St.

417 N 21ST AVE W

Water ¾" Copper – Cut off at box. Sewer - Cut off at main in alley.

429 N 63RD AVE W

No utilities.

5702 W 8TH ST

Water ¾" Copper – Cut off at box. Sewer - Cut off at main in 57th Ave W.

5803 CODY ST

Water – Lead extra branch with neighbor. Cut off at box.

Sewer – Cut off at main in W 59th St. alley.

603 N 23RD AVE W

Water ¾" Copper – Cut off at box. Sewer – Cut off at WLSSD main in front yard.

6116 RALEIGH ST

Water – Lead. Cut off at main. Sewer – Cut off at main in alley.

1019 N 14TH AVE E

Water – Lead. Cut off at main. Sewer – Cut off at main in alley.

1227 FOSTER AVE

Water ¾" Copper – Cut off at box. Sewer – PVC. Cut off in yard away from house.

19 W 4TH ST

Water ¾" Copper – Cut off at box. Sewer – Cut off at main in W 4th St.

2624 W 2ND ST

Water – Lead extra branch with neighbor. Cut off at box. Sewer – Cut off at main in alley.

318 S BASSWOOD AVE

Water – Lead. Cut off at main. Sewer – Cut off at main in alley.

816 & 816 1/2 E 5TH ST

Water – One service 1" copper. Cut off at box. Sewer – One service. Cut off at main in alley.