

Bid No: 515026 (Informal Bid)

Bids for: Demolition of 2755 Penn Ave N, Minneapolis, MN

Bid Due: (no later than): Tuesday, August 2, 2016 by 10:30 AM, local time

Buyer: Traci Reimringer, FAX (612) 673-2106
traci.reimringer@minneapolismn.gov
(612) 673-2176

User Department: Regulatory Services

Important Notices:

(1)The City reserves the right to accept or reject any part of any bid; (2) When bidding on goods other than specified, bidder must give complete description, including trade name and brand; Failure to bid on the goods specified may result in a determination of non-responsiveness (3) If this is a LUMP SUM BID, your total bid should include sales tax, if applicable (4) See additional attachment for Instructions to Bidders and Terms of Purchase.

Online Posting of Informal Bid:

City of Minneapolis Website - <http://www.minneapolismn.gov/finance/procurement/bidopenings>

All addendums can be found online; please check the above website BEFORE submitting your completed bid response. Vendors are responsible for acknowledging bid addendums.

Quest CDN site – <https://www.questcdn.com>

Quest CDN # 4577352

Informal Bids Can Be Submitted by:

Email: traci.reimringer@minneapolismn.gov

Fax: (612) 673-2106

Mail: City of Minneapolis – Procurement Office
330 2nd Ave South, Room 552
Minneapolis, MN 55401

Automatic Bid/RFP Notification:

Visit the Purchasing website at - http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs.

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships.

This form can be found on the City of Minneapolis website at

<http://www.ci.minneapolis.mn.us/finance/procurement>.

Do not attach terms and conditions, brochures, or any other qualification of your bid.

TERMS OF PURCHASE

- Definitions:** The term "Purchaser" means the City of Minneapolis and the several departments and boards of the City, and the term "Seller" means the person, firm or corporation from whom the merchandise or service has been ordered.
- Taxes:** Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>
- Contract:** Vendor's copy of Purchase Order and/or contract when properly signed, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account, supersedes all previous communications and negotiations, and constitutes the entire agreement between the parties. No terms stated by Seller in accepting or acknowledging an order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign order without Purchaser's prior written consent. No waiver of a breach of any provision of order shall constitute a waiver of any other breach of such provision or of any other provision. Time is of the essence on order.
- Quantity:** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
- Shipment:** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchasers and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
- Invoices:** Invoice must show the name of the division to which the merchandise was delivered or shipped. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice.
- Responsibility:** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser at the F.O.B. point specified on the face of order; or, if no such F.O.B. point is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur.
- Inspection:** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective, or of inferior quality or workman-ship, or fails to meet the specifications or any other requirements of order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchase for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
- Warranty:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.
- Title:** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to same.
- Compliance:** Contractor agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of all applicable federal, state and local laws and regulations pertaining to discrimination which shall be considered a part of this agreement as if more fully set forth herein. Contractor agrees that it will include a provision similar to the above paragraph in all subcontracts entered into for the performance hereof. Contractor hereby agrees that this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.
- Termination for Default:** In the event of a breach of any of the terms of order including Seller's warranties, Purchaser may, at its option and without prejudice to any of its other rights, cancel any undelivered merchandise.
- Patents, Trademarks, and Copyrights:** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including attorney's fees and other costs of defending an action) arising from the breach of this warranty.
- Contract Security:** If required by specifications a bond must be filed in the full amount of contract for the use of the City of Minneapolis, and of all persons during work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Section 574.26 Minnesota Statutes annotated, for the strict and faithful performance of contract by the contractor or his employees or agent. The form, content and execution of said bond to be approved by the City Attorney. The bond shall be approved by the proper City officers, signing and counter signing the contract.
- Insurance:** Evidence of insurance must be filed with the Purchasing Agent showing compliance with all insurance requirements which have been set forth in specifications. Where there are not specifications, or they do not set forth insurance requirements, evidence of the following insurance shall be furnished by all contractors when the purchase order includes any labor or services. Workmen's Compensation Insurance as required by law.

Contractor's Public Liability Insurance	\$250,000.00 each person	
Including automobile (bodily injury liability)	\$500,000.00 each occurrence	
Contractor's Public Liability Insurance	\$100,000.00 each occurrence	
(Property damage liability)	\$300,000.00 aggregate	
Automobile Liability: Bodily Injury	\$100,000.00 per person	\$300,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence	\$300,000.00 aggregate

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashiers check or bidder's corporate surety bond. If certified check or cashier check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

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Bid Due: August 2, 2016, by 10:30 AM
Buyer: Traci Reimringer, (612) 673-2176
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User Department: Regulatory Services

BID FORM

My/Our bid to provide demolition and site clearance at 2755 Penn Ave N as needed and called for, by the City of Minneapolis, Regulatory Services; all in accordance the with Bid Specifications and Bid Form.

FOR DEMOLITION & SITE CLEARANCE OF 2755 PENN AVENUE NORTH, MINNEAPOLIS, MN

Demolition & Site Clearance at the following address all in accordance with the attached specifications:

2755 Penn Ave N, Minneapolis, MN

TOTAL LUMP SUM BID \$ _____

Please submit the following required documents with your bid form response:

- Prevailing Wage Certificate
- Asbestos sub-contractor's license with the State of MN
- Certificate of Insurance
- Recycling Plan
- Copy of Minneapolis Wrecking License

Basis of Award: The total cost of the lump sum bid.

F.O.B.: Destination, Freight Prepaid and Allowed (vendor pays freight, bears risk of loss in transit, included in bid price)

*The City of Minneapolis reserves the right to terminate a contract based on convenience.

Notice of Addendum (if applicable): _____

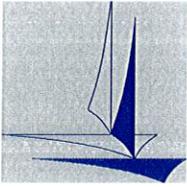
Vendor Information

Federal Tax ID or SS No: _____ Remittance Address _____
Vendor Name: _____ City: _____
Address: _____ State: _____ Zip: _____
City: _____
State: _____ Zip: _____ Email: _____
Phone No.: _____
Fax: _____

Print Name of Signer: _____

Signature: _____

Date Signed: _____



Minneapolis
City of Lakes

Finance Department
Procurement Division

Gary Warnberg
Director

330 Second Avenue South – Suite 552
Minneapolis MN 55401

Office 612 673-2500
Fax 612 673-2106
TTY 612 673-2157

To whom it may concern:

Effective January 1, 2014, local governments will be exempt from paying State of Minnesota sales tax. These changes can be viewed at:

<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at

<http://www.ci.minneapolis.mn.us/finance/procurement/index.htm>

The City of Minneapolis has completed all of the necessary information on this form as the purchaser. Please complete any additional information on the form such as name and address of seller.

By receipt of this ST-3 Form, you should provide the City of Minneapolis sales invoices exempt of State and City sales tax effective with any purchases made, or services occurring, on or after January 1, 2014.

If you have any questions, please contact Jean Poppen in the Accounts Payable Department at 612 673-3264.

Thank you,

Gary Warnberg

For a copy of the latest Prevailing Wage Rates - visit the Federal Website:

<http://www.wdol.gov/dba.aspx>

**Use the Rates for State of Minnesota - Hennepin County
Building
Highway**

PREVAILING WAGE CERTIFICATE

SUBMIT WITH ORIGINAL COPY OF YOUR BID

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the current U.S. Department of Labor, General Wage Decision for the State of Minnesota - Hennepin County.

SIGNATURE

Company Name

BY SUBMITTING YOUR BID AND SIGNING THE BID FORM, YOU ARE AGREEING TO ALL OF THE ABOVE

RETURN THIS FORM WITH YOUR BID

City of Minneapolis
Finance Department

Contractor's Affidavit for Public Works

State of Minnesota }
County of Hennepin } SS.
Minneapolis MN }

I, _____, being duly sworn, depose and say that I am
_____ of _____, creditor in the attached
bill, that said bill in the sum of \$ _____ is just and true, that the property, goods, merchandise, labor or
service charged for therein was actually delivered or rendered to the City of Minneapolis, and was reasonably
of the value charged therein. Purchase Order No _____
Department _____

Affiant further deposes and says:

1. That said creditor has paid for the materials furnished to it and used by it for the benefit of the City in the public works covered by the attached bill.
2. That said creditor has paid for the labor and service furnished and rendered to it in the performance for the City of Minneapolis of the public works covered by the attached bill.

Subscribed and sworn to before me this

day of 20 _____

Notary Public

My commission expires on: _____

~~Please execute this affidavit and return to Finance Department, Accounts Payable, 350 South 5th Street
Room 325M City Hall, Minneapolis MN 55415-1376~~

Demolition Specifications

The contractor shall comply with the following:

Chapter 117

117.10 Permit Required

No person shall commence or proceed to wreck, demolish, or tear down any building or structure within the City, except as hereinafter provided, without first having obtained a permit from the Director of Inspections. Further, no person shall remove or salvage any building fixture or real property from the building or structure to be wrecked until the permit required by this chapter has been obtained.

117.20 Permit Exception

No permit shall be required for the wrecking or tearing down of a private garage or shed or other such minor building.

117.30 Prerequisites to Permit

(a) *Taxes, Charges Paid* No permit shall be issued as herein provided until satisfactory evidence is furnished by a certificate of the City Engineer that all sewer charges and water bills chargeable against the property sought to be wrecked have been paid and that all water and sewer connections have been plugged or discontinued at the curb line or at the main, as shall be determined by the City Engineer, and that satisfactory evidence is presented of the payment of all taxes chargeable against such property. A fee of forty dollars (\$40.00) for the sewer plug inspection by the City Engineer shall be paid to the City Finance Department prior to the issuance of the permit. Nor shall any such permit be issued until satisfactory evidence is furnished that all public utility companies furnishing services to the premises have been notified in writing by the person applying for the wrecking permit not less than two (2) business days prior to proceeding with the wrecking or demolishing of the building. The public utility company shall remove its equipment and service within the time set forth in such written notice and promptly notify the building wrecker and the Director of Inspections if a longer time period is necessary to remove their equipment and service so as not to constitute a hazard. The Director of Inspections may then withhold the issuance of the wrecking permit when in the director's opinion a longer time period is necessary for the removal of utility equipment and service so as to protect the public health, safety, and welfare.

(b) *State Certificate in lieu of Evidence of Payment of Taxes* However, in lieu of evidence of payment of taxes, the Director of Inspections may accept a certificate from the State of Minnesota, any of its agencies or political subdivisions, or a body public and corporate, that it is the owner of such property, and that such wrecking is being done by it, its contractor or agent.

(c) *Extermination of Pest* Further, no permit shall be issued as herein provided for the wrecking, demolition, or tearing down of any building or structure in the City until satisfactory evidence is furnished by a certificate from the Commissioner of Health that a licensed pest control company has exterminated all nuisance pests from the structure and premises.

(d) *Heritage Preservation Commission Approval* Further, no permit shall be issued as herein provided for the wrecking, demolition, or tearing down of any building or structure in the City until satisfactory evidence is furnished in writing that said wrecking, demolition, or tearing down has the approval of the Heritage Preservation Commission as established in Chapter 34 of this Code.

117.40 License Required

Unless excepted by Chapter 277, Article XII of this Code, no person shall commence or proceed to wreck, demolish or tear down any such building or structure unless licensed pursuant to the provision of said Article XII.

117.50 Sign Required

Before such work is commenced, and throughout the progress of the same until the completion thereof, the licensee shall place and maintain in a conspicuous place on the premises where the same can be observed by the public, a sign not less than three (3) by three (3) feet square, on which shall be posted in such a way as to be legible to the public, a statement as to who is doing the wrecking, giving the name of the person doing the work. Said sign shall be removed immediately upon completion of the work.

117.60 Supervision by Director

All wrecking or tearing down of buildings or structures within the City shall be subjected to the supervision of the Director of Inspections and to such reasonable restrictions as he may impose to avoid all preventable hazards to life, property, or health.

117.70 Required Wrecking Procedures

The wrecking of any building or structure shall be complete and include the wrecking and removal of all foundations, footings, and floor slabs. All piping, heating plants, fuel storage tanks, appliances, and other such debris shall be removed from the premises. The excavation remaining after the removal of a building or structure shall be filled to the level of the surrounding grade with clean granular-type fill material. Said fill shall be compacted at an optimum moisture content to obtain proper compaction. The person doing the wrecking shall remove all steps, stoops, private sidewalks, accessory buildings, and hard-surface driveways unless such removal is specifically exempted by the Director of Inspections.

Further, the person doing the wrecking and filling shall provide a topping of soil of a sufficient depth and quality so as to enable ground cover to grow. Suitable ground cover shall be provided no later than ninety (90) days after permit issuance to comply with Housing maintenance code Section 244.1570, and Zoning code section 546.150.

117.80 Sidewalk Cover

Whenever any building or structure two (2) stories or more in height abutting upon or within ten (10) feet of any public street within the City is to be wrecked or torn down, it shall be the duty of the person wrecking or tearing down such building or structure, or of the owner thereof, to erect a good and substantial covering of heavy planking or timber decking over the adjacent sidewalk, at least six (6) feet in width and ten (10) feet in height, to be approved by the Director of Inspections.

117.90 Notice of Completion

Each person, upon completing the wrecking or tearing down of any building or structure, shall immediately notify the Director of Inspections in writing that such work has been completed.

117.100 Prevention of Nuisances

Each person engaged in the wrecking or tearing down of any building or structure within the City shall conduct said work in such a manner as not to create a nuisance to persons on public streets or on neighboring property. Materials removed from the structure shall not be permitted to fall into streets, alleys, or adjacent property or otherwise create a nuisance. All debris occasioned by such wrecking shall be thoroughly damped with water so as to prevent the dust therefrom flying around the neighborhood.

117.110 Stop Orders

The Director of Inspections may stop the wrecking or tearing down of any building or structure whenever, in the Director's judgment, the same is being done in a reckless, careless, unsafe, or improper manner, or in violation of any ordinance of the City, and may order, in writing or by parole, all persons in any way or manner whatsoever engaged in wrecking or tearing down any such building or structure to stop or desist therefrom. Said persons, so notified, shall promptly comply with such orders of the Director of Inspections and shall not resume such work, except with the consent of the Director of Inspections, and when the work will be prosecuted in a safe manner and in conformity with the ordinances of the City.

117.120 Exception

This chapter shall not apply in cases where partial wrecking is necessary in connection with the remodeling or altering of existing buildings or new construction work, but shall apply to a complete wrecking or demolition of all or any part of a building or structure.

117.130 Continued Violations

The continued violation of any provisions of this chapter shall be and constitute a separate offense for each and every day such violation shall continue.

Chapter 216

216.70(d) Abandoned Well A well which served a building or structure which is planned for or ordered for demolition or removal must be sealed pursuant to the chapter prior to the demolition or removal of the building or structure.

All wells and elevator shafts encountered on the demolition site must be reported to the State Health Department and shall be sealed by the contractor in accordance with State Health Department regulations.

The above was excerpted from the Minneapolis Code of Ordinances.

Additional Demolition Requirements

All works shall comply with the latest national, state, and local codes and ordinances, specifically, but not limited to the Minnesota State Building Code, OSHA Regulations, EPA/MPCA Regulations, and the Minneapolis Code of Ordinances.

The contractor shall perform demolition work in accordance with the provisions of the Code of Federal Regulations, Chapter 40, Part 61.1, the State of Minnesota Asbestos Abatement Act, and Minnesota Rules, Part 7005.1550-.1610, all of which pertain to asbestos handling and disposal. Further, the contractor is responsible for removal and proper disposal of all hazardous waste including, but not limited to, mercury-containing light bulbs, ballasts, PCB-containing equipment and materials, asbestos, and paints.

The contractor shall reuse or recycle a minimum of 65% of demolition debris by weight for each structure, unless there are mitigating circumstances. This may be accomplished through methods such as recovery of materials or through off-site recycling facilities.

Bid Requirements

If the bid includes multiple dwellings to be demolished, the bid will be awarded to the lowest responsible bidder for the total cost of demolishing all properties on the list. However the bid shall include the itemized cost for demolishing each individual property.

The contractor shall include in the bid all itemized costs of work related to demolition of the building including, but not limited to, the following:

- labor and equipment;
- water usage; All authorized demolitions under 249 shall require a water hydrant permit, no exceptions.
- water and sewer shutoffs (if not already done by the City);
- other utility shutoffs;
- proper removal and disposal of asbestos, hazardous waste, and other materials from the wrecked building;
- sealing of abandoned wells and/or elevator shafts.

Included in the bid must be a construction waste management and recycling plan. This plan should outline the activities the contractor will use to reach the required 65 percent. It should include the materials to be recycled and/or recovered and the vendors that will be used. Additionally, if 65 percent is unattainable, the plan must include justification for a proposed recycling rate of less than 65 percent. Economic feasibility is not a valid justification. Bids submitted without this plan will be considered incomplete and non-responsive.

Cost for removal of asbestos will be based on the Asbestos Survey provided in the bid. Costs of removal, whether by contractor or subcontractor, will be included in the submitted bid. If asbestos is not indicated in the survey, no asbestos removal or disposal costs will be included in the bid. If upon further investigation, the winning vendor/contractor suspects that there is asbestos or other hazardous material that was not identified in the Asbestos Survey provided by the City, the vendor/contractor will immediately notify the Manager of the Problem Properties Unit, who will either approve or deny change order for removal of the asbestos. Where asbestos removal or other work related to demolition is performed by a subcontractor, the contractor shall be fully responsible to the City for any acts or omissions of the subcontractor.

Additional Evaluation Criteria

Each bid will also be evaluated based upon the following criteria:

- (a) performance under previous contracts with the City including timeliness in completion of work and responsiveness to communications and related requests by City staff/officials;
- (b) compliance under previous contracts with the City with the following provisions in the Minneapolis Code of Ordinances: (i) Chapter 117 relating to Wrecking, (ii) Chapter 277 relating to Building Wrecker Licenses, and (iii) Chapter 509 relating to water hydrant use permits;
- (c) compliance with all Federal, State, or local environmental laws and regulations;
- (d) past performance and fulfillment of demolition contracts entered into with the City and other government agencies, including but not limited to, Hennepin County, the City of St. Paul and other political subdivisions that have contracted within the past three years for the demolition of structures and other improvements;
- (e) compliance with Minnesota Statutes, Section 471,425 regarding timely payment of subcontractors; and
- (f) other metrics including a history by the each bidder in its timely procurement of required permits, insurance or bonds, timely submission of billing documents, lien waivers if requested, and timely requests for site inspections so as to not to create avoidable delays for City staff.

Additional Ineligibility Provisions

- (1) The City has determined that the Bidder has committed an event of default (i.e. failure to comply with one or more of the evaluation criteria above) under a previous agreement with the City and the Bidder has failed to cure the default.
- (2) The City has determined that an Affiliate of the Bidder has committed an event of default (i.e. failure to comply with one or more of the evaluation criteria above) under a previous agreement with the City and neither the Affiliate nor Bidder has cured the event of default.
- (3) The Bidder is not recognized by the Minnesota Secretary of State as a registered, legal entity in the State of Minnesota.
- (4) The Bidder has not been recognized by the Minnesota Secretary of State as a registered, legal entity in the State of Minnesota for a minimum period of two years prior to the date of submission of the Bid.

Event of Default means a breach of a contract, a breach of a written or oral agreement by a bidding contractor with a subcontractor or supplier or a failure by a subcontractor to pay its suppliers or subcontractors hired by the subcontractor, a failure to provide insurance or bonds or extensions or riders thereto, damage to an adjacent property that is not repaired or replaced by the contractor, other performance issues under a previous agreement with the City (see evaluation criteria above).

Affiliate means any individual, corporation, limited liability company, partnership, agent, principal, officer, director or employee of a corporation, limited liability company, partnership, agent or legal entity that has previously done business with the City. Affiliate also means any individual, corporation, limited liability company, partnership, agent, or other legal entity that contains any former member, principal, officer, director or employee of any new corporation, limited liability company, partnership, agent or other legal entity that contains any family member or consanguine relative who is a member, principal, officer, director or employee of the new corporation, limited liability company, partnership, agent or other legal entity.

Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. Amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.

c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an additional insured.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

Invoices

All bid packages regardless of size shall invoice itemized charges for each property individually as follows.

- Permit number
- Transaction code number
- Contractor's affidavit for public work
- Cost of asbestos abatement
- Actual cost of demolition (less Asbestos/Environmental Hazards Survey if provided by City)
- Dump manifest (transportation and disposal of demolition waste and regulated building materials)
- Copy of asbestos abatement contractor's invoice (if applicable)
- Copy of utility shutoff invoice (if applicable)

Additionally, contractor must submit documentation of recycling and recovery activities including the weight of recovered materials and weight of materials sent to landfills.

Payment

Payment will be made in the manner prescribed by law for payment of claims against the City, upon approval of the Director of Inspections or his authorized representative.

After the contractor submits the proper invoice for payment, the Director of Inspections or an authorized representative will inspect the site and may or may not authorize payment. If payment is not authorized, it is the responsibility of the contractor to contact the Director of Inspections' representative to determine what is needed for compliance. Once the Problem Properties Unit approves work and authorizes payment, the invoice will be submitted to the Minneapolis Finance Department so that a check may be produced. This check will be mailed to the contractor within thirty (30) business days.

When demolition is performed during the winter months when the ground is frozen and snow covered and it is not possible for the contractor to complete grading the lot and provide ground cover as required by Minneapolis Code of Ordinances, Section 117.70, the Director of Inspections shall withhold Ten percent (10%) of the contract cost to guarantee completion. If contractor fails to properly fail and grade the lot and provide suitable ground cover as soon as feasible in the spring, but not later than May 1, the monies withheld shall be retained by the City, and the Director of Inspection shall have the lot work completed. In addition, vendors not returning to complete the balance of the work will be excluded from future bid contracts.

Neither the City Council nor any officer or board of said city shall entertain any bid from or let any contract to any person, firm or corporation who is in default to the City of Minneapolis or any department thereof, on any contract or bond; or in any other way, whether said bid or contract be for doing anything or furnishing any material under this Chapter or any other provision of this Charter. (Minneapolis City Charter, Chapter 8, Section 24.)

Should the Director of Inspections order the contractor to halt demolition once the wrecking permit has been obtained for any reason other than contractor noncompliance with the terms of these specifications, the contractor shall be entitled to payment for costs actually incurred by the contractor as of the date the stop order is issued.

Timeline

Upon receipt of a "Notice to Proceed," the contractor shall obtain proper permits and begin demolition within twenty (20) calendar days. The contractor shall perform the wrecking and required site work in a continuous manner until completion, with the winter exception as noted under "Payment." Where asbestos removal is required, demolition will be deemed to have begun upon notification of the Minnesota Pollution Control Agency as required for asbestos removal.

Such wrecking and site work shall be completed within ten (10) calendar days of the start date of demolition. In all cases there shall be no more than 30 days given to complete a demolition from the date of the "Notice to Proceed". The ten (10) calendar day period may be extended when required to comply with state regulations pertaining to asbestos removal or for large demolition projects and must be agreed upon in writing between the Director of Inspections and the contractor prior to issuance of the contract.

If, for any reason, the contractor is not able to commence demolition process within seven (7) consecutive calendar days from the date established in the "Notice to Proceed", the Director of Inspections may terminate the contract and award the contract to the next lowest responsible bidder.

Affirmative Action Plan

If an awarded bid exceeds \$50,000.00, the contractor is required to have an affirmative action plan filed with the Minneapolis Department of Civil Rights. If the winning bidder does not have an affirmative action plan, they will be given seven days to secure an approved plan, or the contract may be awarded to the next lowest responsible bidder with an approved plan.

Liquidated Damages

As actual damages for any delay in completion of the work that the contractor is required to perform under this contract is impossible to determine, the City shall withhold from contractor's payment the sum of three hundred dollars (\$300.00) as fixed, agreed, and liquidated damages, for each day of delay beyond the 30 days from the "Notice to Proceed".

Environmental Inspections Residential/Small Construction Projects

If you have any questions call 612-673-3867

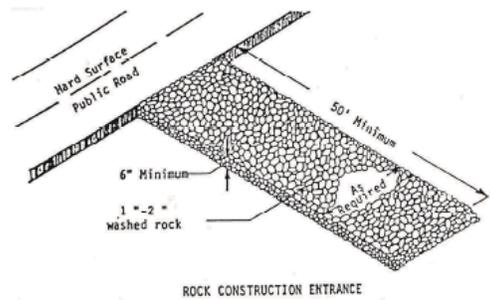


All projects within the City of Minneapolis must follow the City's environmental regulations. These regulations are designed to protect human health, our environment and City infrastructure.

Up to \$2,000 per violation

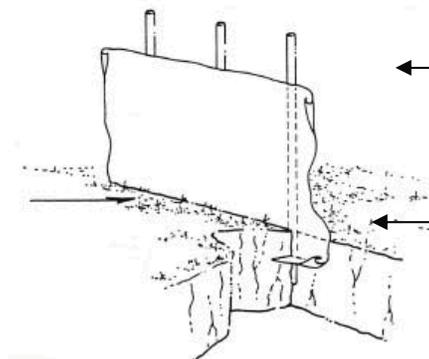
What is an inspector looking for?

- 1. Exits/Entrances Erosion Control:** This erosion control at the exit and entrance is to prevent tracking of dirt off the site. Typically this method of erosion control uses class-5 washed rock. Any dirt that leaves your site must be cleaned up and placed back on the site.



Entrance Erosion Control

- 2. Perimeter Fencing.** Perimeter fencing keeps dirt on the site and slowly allows water to pass through it. Dig in or trench the base of the fence. An improperly installed fence is a violation.



Place posts on the side opposite the construction area

Trench and cover the base of the silt fence to stop dirt or water from passing underneath

- 3. Inlet Protection:** Install and maintain inlet protection to all potential stormdrain inlets from site. Be sure emergency overflow is in place and to check the inlet often. A clogged or full inlet is a violation. Silt fence wrapped around the drain is not acceptable.



- 4. Mulches, Blankets, and Mats:** Perimeter fencing may not be enough to maintain erosion control. On slopes mulch, erosion control blankets, or mats are necessary.



- 5. Ground cover:** Completed projects should have established ground cover.

- 6. Dust Control:** Use a wet saw for concrete cutting (prevent any discharge to stormdrain). Sweep up streets and sidewalks at the end of day. Use water if the site is getting dusty. Concrete dust leaving your site is a health issue resulting in an automatic citation (\$200-2,000 fines).



- 7. After Hours Work:** Construction activities are allowed only 7:00 a.m. – 6:00 p.m. M-F. Weekends, City holidays and late or early work requires a permit. More info at <http://www.ci.minneapolis.mn.us/environment/after-hours.asp>

- 8. Idling:** To protect air quality and human health, idling is not allowed in Minneapolis. This includes construction equipment. Vehicles may idle if the engine must be running to power work-related mechanical operations (cement truck, cherry picker, etc.) http://www.ci.minneapolis.mn.us/airquality/antiidling_home.asp



English:

Attention. If you want help translating this information or want an alternative format, call- 311

Spanish:

Atención. Si desea recibir asistencia gratuita para traducir esta información, llame al 612-673-2700

Somali:

Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac 612-673-3500

Hmong:

Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, hu 612-673-2800

Sign Language:

612-673-3220 TTY 612-673-2626

Specific Instructions for Demolition 2755 Penn Ave N

Date: 7/14/2016

Address: 2755 Penn Ave N

Legal Description: Lot (2), Block (3), Penn Avenue Addition to Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

PID: 0802924440167

Type of Structure: Duplex

Special Provisions for Demolition:

- Maintain all required erosion control standards as specified in Chapter 52 of Minneapolis Code of Ordinances.
- Provide a gradual grade throughout to allow for proper drainage.
- Remove all miscellaneous trash and debris from site.
- Remove all impervious surfaces and/or gravel from site
- Remove ALL tree stumps and/or scrub brush from site. Hand cut if necessary.
- Remove all accessory structures from site
- Grade and restore any areas disturbed by water and utility disconnects
- All electric, gas, and water meters must be removed and picked up by the inspector or returned to the proper utility. Including any electronic metering/reading devices.
- Any tree limbs in the way of demolition MUST be trimmed with a saw in a professional manner. Breaking them off is not acceptable.
- Contractor is to call Gopher State One Call should the grading/demolition work extend outside the footprint of the building or otherwise require it.
-

Asbestos surveys are attached. All sewer / water cut-offs will be done prior to demolition under a separate contract and should not be included in the bid amount.

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Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

Asbestos/Hazardous Materials Survey

Residential Property

2755 Penn Ave. N.

Minneapolis, MN 55412

Prepared by:

Asbestos Abatement Associates

3125 Logan Ave. N.

Mpls., MN 55411

Prepared for:

City of Minneapolis

Scott Bockes

250-4th St. S.

Minneapolis, MN 55416

Richard Pruitt #1207

June 27, 2016

RCPruitt

(Signature)

6/27/2016

(Date)

North Metro: 612-588-7755

St. Paul: 651-633-4060

Email: abatenow@popp.net

South Metro: 612-823-2955

Fax: 612-588-6780

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Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

Project Description

2755 Penn Ave. N., Mpls., MN

Asbestos Abatement Associates was retained by Scott Bockes of the City of Minneapolis to conduct an Asbestos/Hazardous Materials Survey for a residential building located 2755 Penn Ave. N., Mpls., MN. We were asked to prepare this report (the Survey) and report the findings of the Survey.

The reason for the visit is to identify friable and non-friable asbestos containing materials which may become friable during demolition.

The building is approximately 101 years old. It has 3 levels and is approximately 1,414 sq. ft. This home is made of concrete footings and block foundation with concrete flooring throughout the full basement. It is wood framed and sided with Asbestos Transite siding. The walls and ceilings are made of plaster. **Due to the extensive serious fire damage I was unable to conduct an Asbestos Survey on the interior of this building and it is recommended for removal as Class Nine Waste!! The demolition contractor/operator must be Asbestos licensed by the MDH and proper permitting is required.**

This Survey represented by Richard Pruitt on June 27, 2016. The Survey Area consisted of accessible portions of the Building at the time of the Survey.

Copies of Mr. Pruitt's Asbestos Inspector certificate and license are included.

North Metro: 612-588-7755

St. Paul: 651-633-4060

South Metro: 612-823-2955

Fax: 612-588-6780

Email: abatenow@popp.net

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Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

Scope of Services

2755 Penn Ave. N., Mpls., MN

- A destructive assessment of accessible portions of the building was conducted Richard Pruitt, Asbestos Building Inspector #1207. Suspect Asbestos containing building materials were identified per current Minnesota Department of Health (MDH) Asbestos Abatement Rules and Occupational Safety and Health Administration (OSHA) regulations.
- Samples of suspect ACM identified during the Survey were collected for laboratory analysis in accordance with MDH and OSHA regulations.
- The location, estimated quantity, and condition of suspect ACM were documented.
- The presence and/or quantity of other materials such as hazardous wastes or building materials that would be classified as special wastes for demolition were documented.
- The presence and/or quantity of equipment that could contain polychlorinated biphenyls (PCBs), ozone depleting chemicals (ODCs), and mercury or other regulated metals was documented.

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Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

Sampling Methodology

2755 Penn Ave. N., Mpls., MN

- Asbestos Abatement Associates identified homogenous building materials in accordance with the Environmental Protection Agency (EPA) Asbestos Hazardous Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E as specified in MDH and OSHA rules and regulations. Homogenous areas are defined as areas of surfacing materials, thermal system insulation materials or other miscellaneous materials which upon examination for properties such as age, color, size and texture appear to be composed of the same material.
- The building materials are collected from randomly selected locations throughout the building where the material is found to be present. Samples of these materials are assumed to be representative of that material wherever it is found throughout the building.
- Samples of potential ACMs were collected by Asbestos Abatement Associates and were analyzed using Polarized Light Microscopy (PLM) by Angstrom Analytical, Inc., in Saint Louis Park, Minnesota. Angstrom's National Voluntary Laboratory Accreditation Program code number is 101099. (Copy of Lab Qualification Included) The MDH, OSHA, and EPA define ACM as a material which contains greater than one percent asbestos by qualitative or quantitative analysis

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Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

2755 Penn Ave. N., Mpls., MN

techniques. The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) requires quantitative analysis, commonly referred to as a "point count", for all qualitative analysis results when asbestos is detected in concentrations less than one to ten percent. However, under common practice, qualitative results greater than three and less than ten percent are often accepted to be ACM.

Testing Results

Asbestos Abatement Associates collected a total of **ZERO** (0) samples of suspect (ACM) that were analyzed by Angstrom Analytical.

See Survey/Sample Results in table on the next pages with the sample results in the page following.

North Metro: 612-588-7755

St. Paul: 651-633-4060

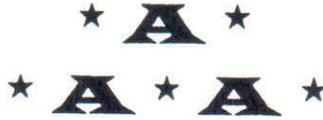
South Metro: 612-823-2955

Fax: 612-588-6780

Email: abatenow@popp.net

Sample Results
2755 Penn Ave. N., Mpls., MN

No samples were taken due to extreme fire damage and this is recommended to be taken down as Class Nine waste.



Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

The structure is ready to be demolished only after the Friable Asbestos containing items are removed by an Asbestos contractor. The non-friable Asbestos can remain in place for demolition but you must make the landfill aware the debris has non-friable class nine materials mixed in. Non Friable Asbestos containing materials are subject to the MPCA rules and notifications.

All hazardous materials need to be managed properly and removed prior to demolition. The following is a sample of hazardous building materials:

- Polychlorinated Biphenyls (PCBS) found in light ballasts, capacitors, HVAC systems, and transformers.
- Mercury found in fluorescent lamps, switches, vapor lamps, thermostats, metal halide lamps, high pressure sodium lamps, neon lamps, manometers, and gauges. Many mercury containing materials were used in appliances, HVAC systems, or industrial switches or controls, thermocouples, temperature sensors, and other electrical equipment.
- Pb based paint that is not adhering to the substrate.
- Refrigerants/CFCs/HCFCs are found in refrigerators, AC systems, drinking fountains, dehumidifiers, vending machines, heat pumps, chillers, freezers, ice machines, food display cases.
- Appliances including stoves, refrigerators, furnaces, air exchangers, water heaters, etc.
- Chemicals, oils, batteries, paint cans, agricultural chemicals, other hazardous building materials.
- Trash, furniture, mattresses, engine parts, construction waste, etc.

Sincerely,
Richard Pruitt

*North Metro: 612-588-7755
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Email: abatenow@popp.net

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Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

**Sampling Area Measurements for Abatement
2755 Penn Ave. N., Mpls., MN**

No samples were taken due to extreme fire damage and this is recommended to be taken down as Class Nine waste.

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Email: abatenow@popp.net

















REPORT

Text of the "Final Report to Laboratories" (PDF)

**American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A69-406
1/15/2007**

Charles Tye
Angstrom Analytical, Inc.
5001 Cedar Lake Road South
St. Louis Park, MN 55416

Laboratory ID Number
101099

Total Penalty Points 0
Round Status P
Program Status P

Lot Designation\Sample ID Numbers A) 4995 B) 2942 C) 3637 D) 2594

Analysis Results from Laboratory Number 101099	A) 4995		B) 2942		C) 3637		D) 2594	
Asbestos (%)	AMOS (10)	CHRY (8)	CHRY (35)	NONE (0)	NONE (0)	NONE (0)	ANTH (80)	NONE (0)
Other Fibrous Materials (%)	NONE (0)	NONE (0)	NONE (0)	NONE (0)	SYNT (40)	NONE (0)	NONE (0)	NONE (0)
Nonfibrous Material (%)	OTHR (82)	OTHR (65)	OTHR (40)	OTHR (20)				
Penalty Points Assessed	0	0	0	0				

Analysis Results from Reference Laboratory One	A) 4995		B) 2942		C) 3637		D) 2594	
Asbestos (%)	AMOS (8)	CHRY (6)	CHRY (25)	ACTN (TRA)			ANTH (70)	
Other Fibrous Materials (%)			FBGL (5)		CELL (15)			
Nonfibrous Material (%)	ACID (86)	ACID (70)	MICA (40)	ACID (45)			OTHR (30)	

Analysis Results from Reference Laboratory Two	A) 4995		B) 2942		C) 3637		D) 2594	
Asbestos (%)	AMOS (15)	CHRY (3)	CHRY (11)	AMOS (TRA)			ANTH (85)	
Other Fibrous Materials (%)			FBGL (81)		CELL (25)			
Nonfibrous Material (%)	OTHR (82)	OTHR (8)	OTHR (75)				OTHR (15)	

Acceptable Quantitation Range (%)	A) 4995		B) 2942		C) 3637		D) 2594	
	AMOS (1-25)	CHRY (TRA-15)	CHRY (5-50)				ANTH (35-100)	

Summary of Results from all Laboratories	A) 4995		B) 2942		C) 3637		D) 2594	
Type One Asbestos	AMOS	CHRY					ANTH	
Type One Mean	11.5	22.0					53.7	
Type Two Asbestos	CHRY							
Type Two Mean	14.8							
Type Three Asbestos								
Type Three Mean								
Other Asbestos Types Reported in Sample	ACTN, ANTH, CROC	AMOS, ANTH, CROC, TREM					ACTN, AMOS, CHRY, TREM	

ACTN=Actinolite CHRY=Chrysotile CELL=Cellulose ACID = acid-soluble fraction, including but not limited to, calcite, gypsum, dolomite, magnesite, hydromagnesite, anhydrite, and bassanite
 AMOS=Amosite CROC=Crocidolite FBGL=Fiberglass/Mineral Wool MICA=Micaceous Material
 ANTH=Anthophyllite TREM=Tremolite SYNT=Synthetic OTHR=Other

Round Status: P=Pass F=Fail TE = Temporarily Excused
 Program Status: P=Proficient NP=Nonproficient NA = Not Applicable

Certificate No: 5LM04011607IR

Expiration Date: April 1, 2017

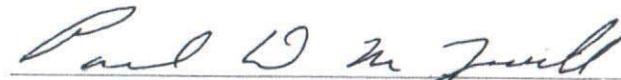
This is to certify that
Richard C. Pruitt
has attended and successfully completed an
**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in
White Bear Lake, MN on April 1, 2016
Examination Date: April 1, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor



Certified by:
State of Minnesota
Department of Health

Expires: 04/01/2017

Richard C Pruitt
3125 Logan Ave N
Minneapolis, MN 55411

A handwritten signature in black ink, appearing to read "Richard C. Pruitt".

Director, Env. Health Div.

04/01/2017

Issued 04/07/2016