

CITY OF SAINT PAUL

REQUISITION DETAIL LISTING

REQ. OPEN

REQ ID: 030062 ✓  
DEPARTMENT: 02  
DIVISION: 0220  
BUYER: 13

DEPT OF SAFETY & INSPECTIONS  
VACANT BLDG & PROBLEM PROPERTI  
J. TOMPKINS 651-266-8909

CONTACT: JOE YANNARELLY 61920  
VENDOR: NO REQUESTED VENDOR  
DELIVERY DATE: 06 APR 2012  
BATCH:  
TOTAL AMOUNT: 75000.00

*Sue F.*

REQUISITION LINE ITEMS

NIGP	UNITS	UNIT PRICE	TOTAL AMOUNT	DESCRIPTION
55805	1	<del>75000.00</del> 11,500	75000.00	<p>WRECK AND REMOVE 315 LARCH ST THE TWO ONE-STORY, METAL-CLAD, WAREHOUSE STRUCTURES. <i>per specifications of Bid Q30063-</i> ALSO REMOVE: SIX (6) SEMI TRUCK TRAILERS <i>2</i> TWO (2) HEAVY STORAGE TANKS, FOUR (4) LIGHT STORAGE TANKS, AN OFFICE TRAILER AND MULTIPLE CANOPIES OR ROOF STRUCTURES MADE OUT OF METAL RACKING AND SHEETING, AND ALL METAL FENCING. REMOVE ALL PRIVATE CONCRETE STEPS, STODPS, WALKS, DRIVEWAYS AND SLABS. REMOVE ALL TREES, SHRUBS AND VEGETATION NECESSARY TO FACILITATE DEMOLITION. THESE ITEMS ARE TO BE LEFT BY DEMOLITION CONTRACTOR: N/A NOTE: PROVIDE STRAW/HAY COVERING ON ALL EXPOSED DIRT. OTHER EROSION CONTROL MEASURES MAY BE REQUIRED. THE CONTRACTOR SHALL NOT COMMENCE WORK, UNDER THE CONTRACT, UNTIL A NOTICE TO PROCEED IS RECEIVED FROM THE DEPARTMENT OF SAFETY AND INSPECTIONS, CODE ENFORCEMENT DIVISION. DEMOLITION MUST START WITHIN SEVEN (7) CALENDAR DAYS OF THE DATE OF THE NOTICE TO PROCEED AND DEMOLITION MUST BE COMPLETE WITHIN TWENTY (20) CALENDAR DAYS AFTER THE WORK HAS BEGUN. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE STANDARD DEMOLITION SPECIFICATIONS. THE CONTRACTOR SHALL RETAIN PROOF OF PROPER ASBESTOS</p>

CITY OF SAINT PAUL  
 REQUISITION DETAIL LISTING  
 REQ.OPEN

REQUISITION LINE ITEMS

NIGP	UNITS	UNIT PRICE	TOTAL AMOUNT	DESCRIPTION
				<p>REMOVAL AND DISPOSAL AND IF REQUESTED BY THE CITY, SHALL SUBMIT THIS FOR REVIEW. CONTRACTOR MUST PAY ANY OUTSTANDING WATER BILLS TO SAINT PAUL REGIONAL WATER SERVICES AT TIME OF PERMIT. THIS COST IS TO BE ITEMIZED AND ADDED TO THE FINAL INVOICE.</p> <p>THE CITY AUTHORIZES THE REMOVAL OF HAZARDOUS MATERIALS INCLUDING THE THE PAYMENT OF HAZARDOUS MATERIALS ABATEMENT COSTS WHEN THE TOTAL DEMOLITION AND ABATEMENT COSTS EXCEED THE AMOUNT DISPLAYED FOR THIS PROJECT.</p> <p>SPECIAL REQUIREMENT: THERE WILL BE A WALK-THROUGH OF THE SITE ON THURSDAY, APRIL 12, 2012 FOR ALL PROSPECTIVE VENDORS.</p> <p>WALK-THROUGH WILL BE AT 10:00 A.M.</p> <p>THE LEGAL DESCRIPTION OF THE PROPERTY IS:                      PACIFIC ADDITION ON TO SAINT PAUL VAC ALLEY ACCRUING &amp; LOTS 15 THRU LOT 19 BLK 1</p>

TOTAL REQUESTS: 75000.00

REQUISITION ACCOUNT DISTRIBUTION

LEDGER	ACCOUNT	AMOUNT	DESCRIPTION
GL	040-30251-0296	75000.00	WRECKING & DEMOLITION
	TOTAL DISTRIBUTION:	75000.00	

CITY OF SAINT PAUL  
 BOARD OF WATER COMMISSIONERS



NO. 026464

THIS NUMBER MUST APPEAR ON ALL INVOICES AND CORRESPONDENCE RELATING TO THIS ORDER.

**PURCHASE ORDER**

DATE 05/03/12

CONTRACT & ANALYSIS SERVICES  
 280 CITY HALL/COURTHOUSE  
 SAINT PAUL, MN 55102  
 REQ # 030062  
 FOB NA

VENDOR'S FEDERAL I.D. NO.	VENDOR NO.	VENDOR'S PHONE NO.
	42849	

SHIP TO: (Same as "INVOICE TO" unless shown below)

DEPT OF SAFETY & INSPECTIONS  
 NUISANCE BUILDING ENFORCEMENT  
 375 JACKSON ST STE 220  
 ST PAUL MN

55101

**TO INSURE PROMPT PAYMENT:**  
 DO NOT SHIP C.O.D. OR SHIPPING CHARGES - COLLECT  
 MAIL INVOICE IN TRIPPLICATE SHOWING ORDER NUMBER TO ADDRESS SHOWN BELOW.

TERMS NET 30

DELIVER

VENDOR: BUBERL RECYCLING & COMPOSTING  
 5750 MEMORIAL AVE N  
 STILLWATER MN 55082-1088

INVOICE TO:  
 DEPT OF SAFETY & INSPECTIONS  
 NUISANCE BUILDING ENFORCEMENT  
 375 JACKSON ST STE 220  
 ST PAUL MN

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
1	<p>WRECK AND REMOVE            315 LARCH ST, THE TWO ONE-STORY, METAL CLAD WAREHOUSE STRUCTURES PER SPECIFICATIONS OF QUOTE Q-30063-3            ALSO REMOVE: SIX (6) SEMI TRUCK TRAILERS TWO (2) HEAVY STORAGE TANKS, FOUR (4) LIGHT STORAGE TANKS, AN OFFICE TRAILER AND MULTIPLE CANOPIES OR ROOF STRUCTURES MADE OUT OF METAL RACKING AND SHEETING, AND ALL METAL FENCING. REMOVE ALL PRIVATE CONCRETE STEPS, STOOPS, WALKS, DRIVEWAYS AND SLABS. REMOVE ALL TREES, SHRUBS AND VEGETATION NECESSARY TO FACILITATE DEMOLITION.            THESE ITEMS ARE TO BE LEFT BY DEMOLITION CONTRACTOR: N/A            NOTE: PROVIDE STRAW/HAY COVERING ON ALL EXPOSED DIRT. OTHER EROSION CONTROL MEASURES MAY BE REQUIRED.            THE CONTRACTOR SHALL NOT COMMENCE WORK, UNDER THE CONTRACT, UNTIL A NOTICE TO PROCEED IS</p>	11,500.00	11,500.00

55101

ACCOUNTING CODES:

040\*30251\*0296 11,500.00

TOTAL THIS PAGE

**GRAND TOTAL**

THE VENDOR IS ASSUMED TO BE WILLING TO COMPLY WITH THE REQUIREMENTS OF THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM OF THE CITY OF SAINT PAUL. IT IS FURTHER UNDERSTOOD THAT THE VENDOR IS WILLING TO PARTICIPATE AND BE EVALUATED BY THE CITY'S HUMAN RIGHTS DEPT. IN ORDER TO DETERMINE COMPLIANCE WITH SAID PROGRAM.

APPROVED BY HUMAN RIGHTS

CITY OF SAINT PAUL  
 BOARD OF WATER COMMISSIONERS



NO. 026464  
 THIS NUMBER MUST APPEAR ON ALL INVOICES AND CORRESPONDENCE RELATING TO THIS ORDER.  
**PURCHASE ORDER**  
 DATE 05/03/12

CONTRACT & ANALYSIS SERVICES  
 280 CITY HALL/COURTHOUSE REQ # 030062  
 SAINT PAUL, MN 55102 FOB NA

VENDOR'S FEDERAL I.D. NO.	VENDOR NO. 42849	VENDOR'S PHONE NO.
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SHIP TO: (Same as "INVOICE TO" unless shown below)  
 DEPT OF SAFETY & INSPECTIONS  
 NUISANCE BUILDING ENFORCEMENT  
 375 JACKSON ST STE 220  
 ST PAUL MN 55101

**TO INSURE PROMPT PAYMENT:**  
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TERMS **NET 30** DELIVER

VENDOR: **BUBERL RECYCLING & COMPOSTING**  
 5750 MEMORIAL AVE N  
 STILLWATER MN 55082-1088

INVOICE TO:  
 DEPT OF SAFETY & INSPECTIONS  
 NUISANCE BUILDING ENFORCEMENT  
 375 JACKSON ST STE 220  
 ST PAUL MN

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
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ACCOUNTING CODES:          TOTAL THIS PAGE	<b>GRAND TOTAL °</b>  THE VENDOR IS ASSUMED TO BE WILLING TO COMPLY WITH THE REQUIREMENTS OF THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM OF THE CITY OF SAINT PAUL. IT IS FURTHER UNDERSTOOD THAT THE VENDOR IS WILLING TO PARTICIPATE AND BE EVALUATED BY THE CITY'S HUMAN RIGHTS DEPT. IN ORDER TO DETERMINE COMPLIANCE WITH SAID PROGRAM.  APPROVED BY HUMAN RIGHTS
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CITY OF SAINT PAUL  
 BOARD OF WATER COMMISSIONERS



NO. 026464

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**PURCHASE ORDER**

DATE 05/03/12

CONTRACT & ANALYSIS SERVICES  
 280 CITY HALL/COURTHOUSE  
 SAINT PAUL, MN 55102  
 REQ # 030062  
 FOB NA

VENDOR'S FEDERAL I.D. NO.	VENDOR NO.	VENDOR'S PHONE NO.
	42849	

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DELIVER

VENDOR: BUBERL RECYCLING & COMPOSTING  
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 DEPT OF SAFETY & INSPECTIONS  
 NUISANCE BUILDING ENFORCEMENT  
 375 JACKSON ST STE 220  
 ST PAUL MN

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
	AMOUND DISPLAYED ON THIS PURCHASE ORDER. THE LEGAL DESCRIPTION OF THE PROPERTY IS: PACIFIC ADDITION ONTO SAINT PAUL VAC ALLEY ACCRUING & LOTS 15 THRU LOT 19 BLK 1  VENDOR CONTACT: ROB BUBERL 651-439-8399 CITY CONTACT: JOE YANNARELLY 651-266-1920	55101	

ACCOUNTING CODES:

**GRAND TOTAL**

11,500.00

THE VENDOR IS ASSUMED TO BE WILLING TO COMPLY WITH THE REQUIREMENTS OF THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM OF THE CITY OF SAINT PAUL. IT IS FURTHER UNDERSTOOD THAT THE VENDOR IS WILLING TO PARTICIPATE AND BE EVALUATED BY THE CITY'S HUMAN RIGHTS DEPT. IN ORDER TO DETERMINE COMPLIANCE WITH SAID PROGRAM.

TOTAL THIS PAGE 11,500.00

APPROVED BY HUMAN RIGHTS

CONTRACT PURCHASE ORDER VENDOR-  
 JR REQUEST, YOUR OFFER, THIS PURCHASE  
 ORDER CONTRACT, AND SUCH PLANS AND  
 SPECIFICATIONS AS MAY BE REFERRED TO  
 INSTITUTE THE CONTRACT BETWEEN YOU AND  
 THE CITY. ADDITIONALLY, YOU MAY NOT COMMENCE  
 WORK OR MAKE DELIVERY UNDER THE PURCHASE  
 ORDER CONTRACT UNTIL APPLICABLE PERFORMANCE  
 BOND AND CERTIFICATE OF INSURANCE AS  
 REQUIRED IN THE REQUEST OR PLANS AND  
 SPECIFICATIONS ARE FILED AND APPROVED IN  
 THE DEPARTMENT OF FINANCE AND MANAGEMENT  
 SERVICES.

CONTRACT PURCHASE ONLY:

- Susan E Feuerherm* 5/4/12  
PURCHASING SYSTEMS MANAGER OR DESIGNER DATE
- Virginia Palmer* 5-4-12  
CITY ATTORNEY DATE
- [Signature]* 5/7/12  
DIRECTOR - OFFICE OF FINANCIAL SERVICES DATE
- \_\_\_\_\_  
MAYOR OR GENERAL MANAGER, WATER UTILITY DATE
- \_\_\_\_\_  
PRESIDENT, BOARD OF WATER COMMISSIONERS DATE
- \_\_\_\_\_  
SECRETARY, BOARD OF WATER COMMISSIONERS DATE

YOUR OFFER WAS THE LOWEST RESPONSIBLE  
 AND THE MOST RESPONSIVE PROPOSAL  
 MEETING THE SPECIFICATIONS OF THIS  
 REFERENCED REQUEST TO PROVIDE THE ABOVE  
 THE PRICES NOTED.

S. FEUERHERM 651-266-8908

**SAINT PAUL/RAMSEY COUNTY CONTRACT & ANALYSIS SERVICES PRICING WORKSHEET**

BUYER Aue Pricer \_\_\_\_\_ Date 5/3/12 Return by \_\_\_\_\_ City # 30062

COMMENTS \_\_\_\_\_ County # \_\_\_\_\_

Contact Date			
Cash Terms			
No Freight (1)			
Prepay, Add (2)			
Delivery A.R.O.			
VENDOR	<u>Bubertl</u>		
Contact Person			
Phone			
Fax			
VOP? Type?			
ITEM	<u>315</u> <u>Larch</u>		
Subtotal:			
Shipping:			
Tax:			
Total	<u>\$ 11,500</u>		

Sole Source \* \_\_\_\_\_ Special Condition \* \_\_\_\_\_

VOP Award \_\_\_\_\_ No VOP Actual \_\_\_\_\_ No VOP Response \_\_\_\_\_ VOP Not Meet Specs \* \_\_\_\_\_ VOP No Bid \_\_\_\_\_

VOP % Required \_\_\_\_\_ VOP % Actual \_\_\_\_\_ VOP Category \_\_\_\_\_ St Paul Vendor \_\_\_\_\_

Vendor Bubertl Vendor ID \_\_\_\_\_ NIGP \_\_\_\_\_ Buying Method Q

Vendor Contact Rob Bubertl Phone 651-439-8399 Confirm to/Date \_\_\_\_\_

Dept Contact/Location Joe Yannarelli Phone 651-266-1920

Del Date \_\_\_\_\_ Cash Terms net 30 No Freight \_\_\_\_\_ Prepay \_\_\_\_\_ N/A \_\_\_\_\_

Delivery Instructions \_\_\_\_\_

PO/POC # 26464 By ma Date 5-3-12

LOS 3100111

Page \_\_\_\_\_ of \_\_\_\_\_

### Contract and Analysis Services

For City of Saint Paul, Ramsey County, and Saint Paul Regional Water Service  
Room 280 City Hall/Court House Building, 15 West Kellogg Boulevard  
Saint Paul, Minnesota 55102 Phone: (651) 266-8900 Fax: (651) 266-8919

### Solicitation Cover Page

Please refer to the specifications and other attached documents for a description of the specific needs, requirements, terms, and conditions for the solicitation described below.

Type of Solicitation:     \_\_ Bid     \_\_ X Quote     \_\_ RFP     \_\_ Other:

Requesting Government:    X Saint Paul    \_\_ Ramsey County    \_\_ Saint Paul Port Authority

Buyer: Susan Feuerherm

Buyer Phone: 651-266-8908

Solicitation: Q-30062-3

Date Issued: April 6, 2012

Description: Labor and equipment to wreck and remove; 315 Larch Street, two (2) one story metal clad buildings and related tanks and structures, per specifications dated 4-5-12.

These demolitions are funded with Department of Housing & Urban Development ("HUD") dollars. Section 3 requirements apply to these demolition projects and a bid preference will apply. Refer to the "Section 3" Documentation for more information.

Vendor Outreach Goals are being established as follows; SBE – 10%, MBE – 5%, WBE – 10%, refer to attached mandatory submission questionnaire that must be submitted with quote price.

Lump Sum Quote: \$ \_\_\_\_\_

Number of Addenda(s) received: \_\_\_\_\_

Prebid Meeting: On site, April 12, 2012 at 10:00 am

Bid Bond: 5% bid bond is required on quotes of \$50,000 or more

Project Manager: Joe Yannarely, 651-266-1920

Deadline for Quotes: 2:00 P.M. on April 19, 2012 . Quotes may be faxed to; 651-266-8919. Late quotes will not be accepted.

Companies submitting a "hard copy response" to this solicitation should fill in the information below and return this form with submission. If an electronic response is permitted, companies should submit response through the Contract Services section of the DemandStar E-Procurement System in accordance with instructions. [www.demandstar.com](http://www.demandstar.com)

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

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

By: \_\_\_\_\_  
Name Title

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Payment Terms: \_\_\_\_\_ Net 30 days

E.I Number: \_\_\_\_\_ (E.I number is the number assigned to your company for filing the "Employer's Quarterly Federal Tax Return." U.S. Treasury Department Form 941 or an individual Social Security Number)

By submitting a response to this solicitation, company is attesting that its representatives have read and understand all of the solicitation documents (delineating the terms and requirements) and that the company's submission is made in accordance herewith.



**CITY OF SAINT PAUL  
VENDOR OUTREACH QUESTIONNAIRE  
MANDATORY SUBMISSION**

FIRM'S NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ SOLICITATION NUMBER: A-

Each bidder/proposer shall include this completed document with bid/proposal. Bidder/proposers who fail to include this document with bid/proposal will be deemed non-responsive and its bid/proposal will be rejected.

1. Percent of the **base bid for this Project** that will be subcontracted to Vendor Outreach Program (VOP) certified businesses:

MBE \_\_\_\_\_% SBE \_\_\_\_\_% WBE \_\_\_\_\_%

Proposed certified vendor names may be provided after award is made. Percentages and estimated dollar amount is required at time of bid. Attach additional pages if necessary.

Name of VOP Certified Vendor	MBE/SBE or WBE	Type of Work or Supplies	Dollar Amount

2. Percent of bidder/proposer's current permanent workforce who are minorities, women or disabled persons.  
 \_\_\_\_\_% Minorities    \_\_\_\_\_% Women    \_\_\_\_\_% Disabled Persons
3. Expected number of new hires for this project \_\_\_\_\_ Expected number of hours(labor) on project \_\_\_\_\_
4. Percent of bidder/proposer's workforce for this Project that will be unskilled minorities. \_\_\_\_\_%
5. Percent of bidder/proposer's permanent workforce for this Project that will be skilled minorities. \_\_\_\_\_%
6. Percent of the bidder/proposer's workforce for this Project that will be women. \_\_\_\_\_%
7. Do you have a current Affirmative Action Program Registration with the City of Saint Paul? YES \_\_\_ NO \_\_\_



Affirmative Action Program Registration Documents are attached: YES \_\_\_ NO \_\_\_



## CITY OF SAINT PAUL VENDOR OUTREACH QUESTIONNAIRE

8. A bidder/proposer not binding itself to the established goal may be classified as a responsive and responsible bidder if it documents and establishes that it engaged in the following good faith efforts. Please check all of the good faith efforts your firm engaged in to meet the established VOP contracting goals. Documentation of such efforts must be submitted to the department of HREEO's Compliance Supervisor within 10 days of the bid opening for consideration. (Note if you meet a specific established goal, then you are not required to submit the additional good faith effort information for that specific goal.)

Check the applicable box if you have met or exceeded the contracting goal established:

VOP Goals:  10% SBE Goal                       10% WBE Goal                       5% MBE Goal

Prime Contractor Efforts	Checklist
List each possible subcontract opportunity in the prime contract	
Where appropriate break out contract work items into economically feasible units to facilitate participation	
Obtain a current list of certified SBEs, WBEs, and MBEs ( <a href="http://www.govcontracts.org">www.govcontracts.org</a> )	
Attend all pre-bid conferences to obtain information about the VOP and the established goals	
Request assistance from minority and women community organizations that provide recruitment assistance	
Obtain a current list of minority and women publications for advertising purposes	
Solicit bids from certified and qualified SBEs, MBEs, and WBEs at least 10 days prior to bid opening, by phone, advertisement in a local paper and the relevant publications provided	
Solicit a minimum of five (5) bids from certified and qualified SBEs, MBEs, and WBEs for <u>each subcontract</u> opportunity within the prime contract using NAICs codes. If the applicable certified list is five or fewer, such bidder must contact the entire list	
Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, WBEs, and MBEs	
Where applicable, advise and make efforts to assist interested SBEs, MBEs, WBEs to obtain bonds, lines of credit, or insurance required to perform the contract	
Submit documentation if bids from certified SBEs, MBEs, and WBEs were rejected, giving the complete basis to the certified vendor for the rejection and evidence that the rejection was justified	

**NOTE: Bidders/proposers on prime contracts who continuously use the same certified SBEs, MBEs, WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of a disconnected phone numbers, returned mail, will not be deemed to be in compliance with the outreach requirements.**

9. Please check all of the good faith efforts your firm engaged in to meet the established Affirmative Action workforce goals.

Check the applicable box if you have met or exceeded the contracting goal established:

Minorities:  11% (skilled and unskilled total)    Women:  6%

Indicate the number of job and/or training opportunities you estimate you will have during this project: \_\_\_\_\_

Prime Contractor Efforts	Checklist
Inform the City of Saint Paul Affirmative Action Officer of all hiring opportunities on the project	
Advertise all job openings on Ramsey County Job Connect ( <a href="http://www.jobconnect.com">www.jobconnect.com</a> )	
Provide a reasonable amount of time for individuals to submit applications for job opportunities	
Develop and implement efforts to conduct aggressive outreach and notification of opportunities	

A General Contractor having completed this questionnaire accurately and in full will successfully pass this process and demonstrate its commitment to the City of Saint Paul's policies and procedures for Vendor Outreach, Affirmative Action and Equal Employment Opportunity. Please retain verification of specific Contractor Efforts in your records. You will be asked to present the verification in the future.

## **Special Conditions Specifications**

**Q-30062-3**

**Dated April 2012**

**ADDRESS: 315 Larch Street, two (2) one story, metal clad, warehouse structures, six (6) semi truck trailers, two (2) heavy storage tanks, four (4) light storage tanks, office trailer, multiple metal canopies or roof structures made out of metal racking and metal racking and sheeting.**

**1. CONTRACTOR TO REMOVE:**

- All private concrete steps, stoops, Walks, driveways and slabs.
- Remove all trees, shrubs, and vegetation necessary to facilitate demolition.
- all metal fencing
- all miscellaneous debris (volume to be discussed at pre-bid meeting)

**2. CONTRACTOR TO LEAVE:**

- N/A.

**3. QUOTES ARE TO INCLUDE THE FOLLOWING:**

- Asbestos survey cost

**4. SOD/SEED:**

- Contractor to provide straw/hay covering on all exposed dirt. Other erosion control measures may be required

**5. CONTRACTORS ARE TO NOTE:**

The Contractor shall not commence work, under the contract, until a "Notice to Proceed" is received from the Department of Safety and Inspections, Code Enforcement Division. Demolition must start within seven (7) calendar days of the date of the Notice to Proceed and demolition must be complete within twenty (20) calendar days after the work has begun. The Contractor shall comply with all requirements of the Standard Demolition Specifications. The Contractor shall retain proof of proper asbestos removal and disposal and if requested by the City, shall submit this for review.

**6. Legal Description of Property:**

- Pacific Addition to Saint Paul Vac Alley Accruing & Lots 15 thru Lot 19 Blk 1

**7. Requirements of Contractor**

- 1. Cost of hazardous waste survey must be included in your lump sum bid price**
- 2. Successful respondent will be required to complete the "Demolition Contractor Supplemental Report" at the completion of the job.**
- 3. In addition to the permit and license fees, the City of Saint Paul is now requiring payment of a Consultation Fee in the amount of \$85.00 per demolition permit. This amount shall be included in the lump sum quote.**
- 4. The City authorizes the removal of hazardous materials including the payment of hazardous materials abatement costs when the total demolition and abatement costs exceed the amount proposed for this project.**

- 5. Contractor must pay any outstanding water bills to Saint Paul Regional Water Services at time of permit. This cost is to be itemized and added to the final invoice.**

- 5. Contractor must pay any outstanding water bills to Saint Paul Regional Water Services at time of permit. This cost is to be itemized and added to the final invoice.**



4. **General Insurance Requirements**

a. The policy is to be written on an occurrence basis or as acceptable to the City and Ramsey County. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. **All certificates of insurance shall provide that the Contract and Analysis Services Office be given not less than (30) days prior written notice of cancellation, non-renewal or any material changes in the policy. Agent must state on the certificate if they carry errors and omissions coverage.**

b. The Contractor shall not commence work until a Certificate of Insurance covering all of the insurance required by these specifications is approved and a notice to proceed has been issued by the project manager. Insurance must remain in place for the duration of the original contract and any extension periods.

**Abatement/Survey Contractor or Subcontractor Additional Insured Requirement:**

\*5. **Pollution Control Liability**

Contractor is required to provide Contractor' and Engineer's Asbestos and Pollution Liability" coverage either through the Contractor's insurance company or the Contractor's subcontractor's insurance company. **The minimum coverage amount of insurance is \$2,000,000 Each Occurrence for the total duration of the project.**

The Contractor is required to furnish the City with their or their subcontractor's insurance certificate before a contract is approved. The City reserves the right to ask for a copy of the Contractor's/Subcontractor's "Contractor's and Engineer's Pollution Liability Policy" before approving a contract. The City reserves the right to reject a policy based on deductible amounts.

**The following language must be on the Contractor's or subcontractor's insurance certificate:**

**If coverage is by the subcontractor's insurer:** "The City of Saint Paul, the HRA and the general demolition contractor under contract with the City of Saint Paul are hereby named as additional insured with a cross suits liability endorsement on the Contractor's and Engineer's Pollution Liability Policy for survey and/or abatement of any pollution exposure, including, but not limited to asbestos, lead and mercury." This coverage must be in place for the total duration of the project.

**If coverage is by the Contractor's insurer:** "The City of Saint Paul and the HRA are hereby named as additional insured with a cross-suits liability endorsement on the Contractor's and Engineer's Pollution Liability Policy for survey and/or abatement of any pollution exposure, including, but not limited to asbestos, lead and mercury." This coverage must be in place for the total duration of the project.

The Contractor shall not commence work until a Certificate of Insurance covering all of the insurance required by these specifications is approved and a notice to proceed has been issued by the project manager.

6. The Contractor must name the County of Ramsey and the City of Saint Paul as an additional insured on existing policies. Policies must be written in the occurrence form. None of the policies are to be issued on a "claims-made" basis. **Cancellation Notice is 30 days.** The contractor shall indemnify, save and hold harmless the City and County from alleged damages or injuries arising directly or indirectly from the Contractor's negligent acts or omissions while performing the work under this agreement.

**Additional Insurance:** Nothing contained herein shall preclude the City of Saint Paul from determining and demanding that in addition to the minimum required insurance covered by the provisions of these specifications, additional insurance must be obtained by the Contractor and proof thereof furnished to the City of Saint Paul, and such additional insurance as may be demanded by the City of Saint Paul shall be in addition to and not in lieu of other insurance required.

## 7. Hazardous Materials

- A. **Asbestos Abatement:** The Contractor shall comply with all State Statutes for the removal and disposal of asbestos which includes more than ten (10) linear feet of heating and water pipes and furnace ducts, or more than six (6) square feet of ceiling spray texturizer, wall spackle, ceiling tiles, furnace insulation, wallboard, cement board, and non vinyl asbestos-containing flooring. For information about residential asbestos abatement, please call the Asbestos Abatement Unit of the Department of Health at (651) 627-5044.
- B. **Other Types:** The proper disposal of hazardous waste is considered a very serious matter by the Health department. Contractors are to notify Vacant Buildings at (651) 266-8440 immediately upon finding any waste that would be considered hazardous, diesel fuel, tanks, etc. and instructions will be given for proper disposal and additional compensation allowed.
- C. All hazardous materials shall be handled in accordance with all Federal, State, County, and City Codes, Ordinances, Laws, Rules, Regulations, and Statutes. For more information on hazardous materials contact the Minnesota Department of Health at (651) 215-0900, Vacant Buildings, Saint Paul Property Code Enforcement, Steve Magner at (651) 266-1928, and the MPCA, Jackie Deneen at (651) 297-5847.
- D. **Special Note:** Sometimes the EPA considers vendors who do multiple demolitions for the City during the year as falling under "scattered site demolitions". Therefore, we advise demolition contractors to make certain that they, as well as their hazardous materials removal contractors, make the proper notifications to the EPA.

- E. **Bid Procedures Hazardous Materials Abatement:** If a property has a condition that is readily apparent in need of Hazardous Materials abatement, that information will be clearly defined on the bid form and the price for the Hazardous Material abatement must be included in the bid price. On those properties where we are not certain about the need for Hazardous Materials abatement, contractors are required to submit a Hazardous Materials survey (included in bid price) prior to the demolition and an estimate for Hazardous Materials abatement. The City reserves the right to request more than one bid on the Hazardous Materials abatement from the successful contractor.

The Contractor shall assume that there is one of each type of appliance in a single family dwelling, also a mercury thermostat, five fluorescent fixtures & ballasts, five (5) yards of mixed municipal waste. Disposal of these shall be included in your bid price. If the structure is a multi-family dwelling the contractor shall multiply the items by the number of family dwellings on the premise. If these quantities are exceeded, the Contractor shall submit a copy of the itemized invoice from the Contractors dump site operator to the City of Saint Paul Code Enforcement Office Supervisor Steve Magner for reimbursement for the cost of disposal. No labor or any other charges will be reimbursed to the Contractor.

### General Contract Requirements

1. **References:**

Prior to the award of the project, the City reserves the right to request a list of references, equipment inventory list and a list of personnel that will be working at the jobsite. The City reserves the right to reject vendors that the City deems not meeting the appropriate references, equipment or personnel.

2. **Permits/Licenses/Water Shut off**

A. Contractor shall obtain and pay for all permits and licenses. A wrecking permit is required to demolish buildings. Permits may be obtained in the Department of Safety and Inspection, 375 Jackson St. Suite 220, St. Paul, MN. 55101, phone (651) 266-8989.

B. In addition to the permit and license fees, the City is now requiring payment of a **Consultation Fee in the amount of \$85.00** per demolition permit. This amount shall be included in the bid price.

C. Contractor shall contact the Saint Paul Regional Water Services ("SPRWS") within three (3) days of the "Notice to Proceed" to arrange shut offs and water meter(s) removed at (651) 266-6350. The Contractor must pay any outstanding water bills directly to SPRWS at time of permit, this cost needs to be itemized and added to the final invoice.

3. **Site Inspection:**

The Contractor should inspect the site to clearly understand the work specified. Any questions, contact the Vacant Building Supervisor at (651) 266-8440. The contractor shall



commence demolition and removal work no later than seven (7) days from the date of the "Notice to Proceed". All work must be completed within twenty (20) days of the date of the "Notice to Proceed." The Contractor shall contact the Vacant Building Supervisor at (651) 266-8440, if delays occur.

**4. Payment:**

**The Contractor must submit:**

1. A copy of the signed off wrecking permit.
2. A signed and notarized "Affidavit of Contractor" statement.
3. A properly filled out Minnesota State IC-134 form.

Upon satisfactory inspection by the Saint Paul Vacant Building Enforcement Officer and the submission of properly filled in forms, Enforcement Officer will approve payment of this contract. If the contract amount is disbursed in payments, the Contractor must submit a bill for the new balance after each payment.

**5. DEMOLITION REQUIREMENTS:**

- A. Demolition work shall consist of complete removal of the structures(s), the basement walls, basement floor, and associated footings and shall include the removal of stairs, stoops, concrete slabs, clothes poles, and all other debris on the property. (\*Additional items: All gas piping, water piping, sewer pipes, electrical wires, telephone wires, telegraph conduit, television cables, etc. must be properly terminated, plugged, sealed, and capped in accordance with the specific instructions of each responsible utility company. The Contractor shall pay all costs incurred in the disconnection of these utilities and services. All demolition debris and residue shall be removed from the site and disposed of properly in accordance with all federal, state, county, and city laws, ordinances, codes, and statutes.
- B. **Complete foundation removal** is required in accordance with sound demolition practices, the Contractor shall control dust that is produced as a result of the demolition by sprinkling of water, and shall enact other measures as is appropriate so as not to cause harm or destruction to adjoining properties.
- C. **Dust Control:** The Contractor shall control dust that is produced as a result of the demolition by application of water onto the demolition site and debris in a manner that controls airborne pollutants. The City is requiring a minimum of 1-1/2" hose from a water truck designed for this purpose and/or by obtaining a permit to use the City's fire hydrant. No garden hoses allowed. Contractor shall enact other measures as is appropriate so as not to cause harm or destruction to adjoining properties by the ensuing dust. **THIS REQUIREMENT CAN ONLY BE WAIVED BY THE APPROVAL OF THE PROJECT MANAGER PRIOR TO COMMENCEMENT OF DEMOLITION ON A GIVEN DAY, DEPENDENT ON WEATHER OR OTHER CIRCUMSTANCES.**
- D. **If demolition site is left unattended,** the Contractor shall provide and install barricade fencing and/or warning tape, which is sufficient to adequately protect the safety of the public. It is the Contractor's responsibility to provide a safe work site from the time the demolition work commences until the time all work is

completed. The buildings must be kept secured to prevent unauthorized access until removed.

- E. **Excavation fill** must consist of clean, compacted fill as approved by the city building inspector. All disturbed and filled areas must be leveled to provide a final grade which will affect good drainage. All excess earth, large stones and rocks larger than three (3) inches in diameter shall be removed from the site.
- F. The site shall be left in a safe, clean, and sanitary condition, free of any debris, rubble, refuse or demolition residue. Any curbs, concrete structures, vaults, walls, etc. shall be removed as specified, and any depressions shall be filled. All disturbed areas shall be covered with a minimum of two (2) inches of topsoil, final graded by approved methods and either sod or seed at a rate which is conducive to good growth and rapid coverage of the dirt. Erosion control measures shall be used when appropriate and may incorporate the use of turf sod, silt fencing, straw and hay covers.
- G. **INSPECTIONS:** Work will be inspected by the City Building Inspector under the wrecking permit provisions and by Vacant Building Enforcement Officer for compliance to contract provisions. Contractor must notify the Building Inspector before commencing demolition work and before filling in any excavated areas.
- H. **APPROVALS:** If work is not completed in a timely manner in accordance with the terms and provisions of this contract, Enforcement Officer may cancel contract and declare it to be null and void. If work is not completed to the satisfaction of City Building Inspector and the Enforcement Officer, the Enforcement Office may withhold payment of an amount equal to the estimated cost of completing the work or \$1,000.00 whichever is greater. This estimated cost will be considered common practice for projects where weather may prohibit completion of the project (final grade, seed/sod, etc.) Demolition Specifications/Saint Paul Office of Code Enforcement
- I. **SALVAGE:** Any employees or other representatives of the contractor who have authorization to conduct salvaging at the site must be prepared to show proper identification or they will be asked to leave.

**City of Saint Paul**  
**General Terms and Conditions 8/2010**

1. Electronic Solicitations

- A. Pursuant to Minnesota Statutes, Chapter 471.345, Saint Paul and Ramsey County make information about contracting opportunities available in both printed and electronic form. Decisions to accept vendor responses to bids and/or quotes in an electronic format are made on a case by case basis so vendors are advised to check individual specifications for specific procedures and acceptable formats for submissions.
- B. If you have received this document electronically, please note that electronic copies of documents are provided as a convenience. In the event of a discrepancy between an electronic document and the record hard copy prepared and retained by Contract and Analysis Services, including all addenda and attachments, the record hard copy solicitation documents shall govern. Neither the City of Saint Paul nor Ramsey County assumes any liability for the completeness or accuracy of the electronic documents, and any use of such documents inconsistent with this disclaimer shall be solely at the risk of the user.

2. Commencement of Work.

Contractor shall not perform any work pursuant to this contract without the specific prior agreement of the designated representative of the City of Saint Paul. No claim for services or products provided by the Contractor not specifically provided for in this contract, or not specifically agreed to in advance will be honored by Saint Paul.

3. Billings and Payment.

Contractor shall submit invoices in triplicate to the City department making the purchase clearly itemizing all goods and/or services provided. The City of Saint Paul will make payment in accordance with Chapter 471.425. Such payment may be made using a pay voucher, purchase order, or authorized procurement card, or department shall notify Contractor of any problems, omissions, or defects in the goods and/or services received.

4. Records, Dissemination of Information.

Until the expiration of six (6) years after the furnishing of goods, supplies or services pursuant to this contract, upon written request, the Contractor shall make available the books, documents, records, and accounting procedures at its offices at all reasonable times for inspection or audit by the City, the State Auditor, or other duly authorized representative. Contractor agrees to abide strictly by the statutes, rules and regulations of the Minnesota Government Data Practices Act, Statute Ch. 13, as well as any other applicable state or federal statutes, rules or regulations.

5. Human Rights/Affirmative Action.

- A. Contractors must comply with the City of Saint Paul's Human Rights Department's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-17 of the Saint Paul Administrative Code governing racial harassment. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national

origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

6. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Contract. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required.

7. Conflict of Interest.

Vendor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The contractor also affirms, that to the best of the Contractor's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this contract.

8. Hold Harmless.

The Contractor shall indemnify, save and hold harmless, protect and defend the City of Saint Paul, its officers, agents, and employees from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any act or omission by the contractor or any person employed by Contractor in carrying out the terms of this Contract.

9. Assignment.

The City and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Contract; and neither the City nor the Contractor will assign or transfer their interest in this Contract without the written consent of the other.

10. Termination.

This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty- (30) days written notice of the intent to terminate to the other party.

A. With Cause.

The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Contractor, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes

effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

- B. In the event of termination, the City will pay Contractor for all services and/or products, actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the City Rendering final payment for service.

11. Amendments or Changes.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Contract shall be valid only when reduced to writing and duly signed by the Contractor and the Purchasing Systems Manager or designee.

12. Interpretation of Agreement, Venue.

This Contract shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

13. Other Governments.

The Contract and Analysis Services Office has the authority to establish contracts for the City of Saint Paul and Ramsey County, and this Contract may be used by staff from either government. Individuals from other governmental units may purchase under the authority of this Contract only if the other government has executed a Joint Powers Agreement and a contractual agreement with the City of Saint Paul. Where Joint Powers Agreements and contractual agreement are in place, other governments may make purchases based on this agreement, using their own purchase orders. Neither the City of Saint Paul nor Ramsey County is responsible for any such Joint Powers transactions.

14. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement shall be construed so as to find the Contractor an employee of the City, and Contractor shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

15. Non-Conforming Services.

The acceptance by the City of any non-conforming services under the terms of the Agreement or the foregoing by the city of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City's right to conforming services or any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the City provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

16. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the city for damages sustained by the City by virtue of any breach of the contract by the Contractor. The City may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

17. Entire Agreement.

The specifications and other solicitation materials associated with this Contract and these General Terms and Conditions shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

18. Subcontractor Payment.

Prime contractors are required to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. *Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.*

19. Labor Requirements.

- A. When contract is completed, Form ICI34 must be obtained from Minnesota Department of Revenue, signed and attached to Contractor's invoice before final payment can be issued.
- B. All Contractors and subcontractor shall conform to the labor laws of the State of Minnesota and all other laws, ordinances and legal requirements affecting the work in the City of Saint Paul.
- C. All contracts in the amount of \$10,000 or more hereinafter entered into for the purpose of performing any work for the City of Saint Paul involving either new construction work or repair work on any roads, bridges, sewers, streets, alleys, parks, parkways, building or any other public works involving the improvement of public property, including the removal of public nuisances, shall be made upon the basis that the wages paid to the occupational groups utilized in such works shall not be less than the wages and fringes paid to comparable positions in the classified Civil Service Systems.

21. Payment/Performance Bonds.

- A. On Contracts \$75,000 and over, the Contractor shall furnish both a performance bond and a payment bond, the Sureties of which must be acceptable to the Contract and Analysis Services Office, each in an amount equal to one hundred percent (100%) of the Contract amount, unless specifically stated otherwise in the bidding documents. These bonds shall indemnify the City of Saint Paul for loss sustained on account of or by reason of the acts of the Contractor or the acts of

anyone directly or indirectly employed by the Contractor in the prosecution of the work. Each bond should include the names and addresses of the Contractor and the Surety.

- B. Where the value of the contract is less than \$75,000, the City may waive the performance and payment bonds. However, when the bonds are waived, an amount equal to 5% of the total amount of each invoice may be retained until, in the opinion of the department using the contract, the work is satisfactorily completed. Such retainage shall be paid promptly and in full upon certification of final acceptance of the entire work. The acceptance of the final payment by the Contractor shall constitute full satisfaction of all claims against the City of Saint Paul under or arising out of this contract.





**Demolition Contractor Supplemental Report**  
**One form per Job**

Address of Demolition job: \_\_\_\_\_

Date of Notice to Proceed letter, sent by the City: \_\_\_\_\_ (date provided by City)

Date of Demolition: \_\_\_\_\_

All businesses receiving payment from federal stimulus project funds must have a DUNS number. If you do not have one, this is where to go to get one: [http://www.dnb.com/US/duns\\_update/](http://www.dnb.com/US/duns_update/)

1. Demolition Contractor Name: \_\_\_\_\_

DUNS # \_\_\_\_\_

Jobs/Employee form attached

2. Subcontractor Name: \_\_\_\_\_

DUNS # \_\_\_\_\_

Jobs/Employee form attached

3. Subcontractor Name: \_\_\_\_\_

DUNS # \_\_\_\_\_

Jobs/Employee form attached

(If more subcontractors were used, continue with all above requested information for each additional company/contractor)

**Jobs/Employees information for this job**  
 One form must be submitted by each contractor/subcontractor on this job

Demolition job site/address: \_\_\_\_\_

Demolition date: \_\_\_\_\_

Company/Contractor/Subcontractor Name: \_\_\_\_\_

**Construction Jobs Information**

Job title (1 line for each employee, even if the same title as another employee)	Race* of worker/employee	Number of Hours	Hourly rate

Total # of employees:  Total # of Hours:   
 (Add more lines, if necessary)

**Non-construction Jobs Information**

Job title (1 line for each employee, even if the same title as another employee)	Race* of worker/employee	Number of Hours	Hourly rate

Total # of employees:  Total # of Hours:   
 (Add more lines, if necessary)

\* Race abbreviations:  
 W = White                      A = Asian (Chinese, Hmong, etc.)  
 AF = African-American      L = Hispanic/Latino  
 Other/Specify = write in the race if it is not listed above (spell it out, do not abbreviate)



**CITY OF SAINT PAUL**  
*Christopher B. Coleman, Mayor*

280 City Hall/Court House  
15 West Kellogg Boulevard  
Saint Paul, MN 55102-1681

Telephone: (651) 266-8900  
Facsimile: (651) 266-8919

## **AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS**

These **AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS** shall apply to all contractors on all City contracts. Contractors shall include these specifications in all lower tier contracts on all City contracts.

1. Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form. The contractor must certify that it has developed and is implementing an effective Affirmative Action Program which is substantially similar to the Department's Model Affirmative Action Program. Once the Affirmative Action Program Registration is completed and accepted by the Saint Paul Department of Human Rights and Equal Economic Opportunity, the contractor will be notified by letter. Registration is valid for two (2) years, during which time the contractor may be selected for a compliance review. At the end of the two-year period, the contractor must complete and submit a new Registration form.
2. The contractor shall implement the specific equal employment opportunity/affirmative action provisions outlined in paragraphs 3(A) to 3(G) of these Specifications and all the provisions of their Affirmative Action Plan.
3. The contractor shall take specific action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensively as the following:
  - A. Designate a responsible official to monitor the employment related activity to ensure that the contractor's Equal Employment Opportunity Policy and Affirmative Action Plan are being implemented, to keep appropriate records, and to submit reports relating to the provisions hereof as may be required by the Saint Paul Department of Human Rights and Equal Economic Opportunity.
  - B. Make every good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all lead supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minorities, women, and individuals with disabilities working at such sites or in such facilities.
  - C. Establish and maintain a face-to-face relationship with recruitment sources for minorities, women, and individuals with disabilities. Contractors must document meetings and telephone contacts with recruitment sources. Provide written notification to recruitment sources for minorities, women, and individuals with disabilities and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- D. Disseminate the contractor's equal employment opportunity and affirmative action (EEO/AA) policy by providing a copy of the policy to all applicable unions and training programs. Request the cooperation of unions and training programs in assisting the contractor in meeting its equal employment opportunity obligations. Include the EEO/AA policy in all policy manuals and collective bargaining agreements. Publicize the EEO/AA policy in the company newspaper or annual report. Review the policy with all employees, including management personnel at least once a year. Post the EEO/AA policy on bulletin boards or other places accessible to all employees at each location where work is performed. Distribute the EEO/AA policy to all employees, including temporary, seasonal, and part-time employees and to all independent contractors.
  - E. Review, at least annually, the contractor's equal employment opportunity policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - F. Direct its recruitment efforts, both oral and written, to community organizations oriented toward minorities, women, and individuals with disabilities, to schools with significant numbers of students who are minorities, women, and individuals with disabilities, and to recruitment and training organizations oriented toward minorities, women, and individuals with disabilities serving the contractor's recruitment area and employment needs.
  - G. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have discriminatory effect. Continually monitor all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
4. The contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 3(A) to 3(G) herein, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Section 183 of the Saint Paul Legislative Code, its implementing rules, or these Specifications, the Director may proceed with appropriate sanctions, including: suspension, termination, and cancellation of existing contracts.
  5. The contractor shall not enter into any contract with any person or firm debarred from government contracts under section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, the federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.
  6. The contractor shall implement such sanctions for subcontractors' violations of these Specifications, including: suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Section 183 of the Saint Paul Legislative Code and its implementing rules. Any contractor who fails to implement such sanctions shall be in violation of these Specifications and Section 183 of the Code.

**SUPPLEMENTAL CITY EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION  
CONTRACT SPECIFICATIONS FOR CONSTRUCTION CONTRACTS**

7. The following Supplemental EEO/AA Specifications shall apply to all contracts for construction work on all City-assisted contracts. All contractors shall include these Supplemental EEO/AA Specifications for construction contracts in all lower tier contracts for construction work.
8. The utilization goals set forth below for City-assisted construction projects of \$50,000 or more are expressed as a percentage of the total hours performed by minority and female construction workers:
  - 6 % Female work hours
  - 11 % Minority skilled craft and operative hours, and
  - 11 % Minority laborer hours
9. After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a Pre-Construction Conference with the Compliance Officer that has been assigned to monitor the project. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.
10. Every contractor must submit the Identification of Prime Contractors, Subcontractors and Major Material Supplier Form (CPF-3). The names, addresses, telephone numbers, start date, completion date and nature of work must be listed for the contractor, as well as all lower tier contractors (including material suppliers).
11. All contractors must complete and submit to the Compliance Officer the Project Employment Utilization (PEU) form indicating the total number of project work hours they anticipate it will take to complete their portion of the work on the construction project, the total women work hours, total skilled work hours, total minority skilled work hours, total laborer work hours, and the total minority laborer work hours. All contractors must indicate on the bottom of the PEU form if they will meet the goals through their internal work force or by hiring additional employees. If they are unable to meet the goals, they must indicate the reason at the bottom of the PEU form. These forms must be submitted to the Saint Paul Department of Human Rights and Equal Economic Opportunity before the start of the project.
12. All contractors performing work on a construction project must submit Monthly Employment Utilization (MEU) reports to the Saint Paul Department of Human Rights And Equal Economic Opportunity by the 7<sup>th</sup> of every month. These reports must indicate (1) the number of minority and female work hours performed on site, and (2) the number of minority and female construction workers on site each month. The contractors must also respond to the related data requested on the back of the form. The MEU forms must be collected and summed by the Prime Contractor every month. The Prime Contractor's monthly summaries must be cumulative, showing all subcontractors and work hours performed on site from the project start to date. The MEU summary spreadsheet and the monthly spreadsheet must be submitted to the Department by the 7<sup>th</sup> of each month.
13. Should the contractor fail to make every good faith effort to meet the goals for participation of women and minorities set forth in these Specifications, the Director may take appropriate measures to sanction the contractor pursuant to these specifications and Section 183 of the Saint Paul Legislative Code.

Revised 04/22/2010



## CITY OF SAINT PAUL

*Christopher B. Coleman, Mayor*

280 City Hall/Court House  
15 West Kellogg Boulevard  
Saint Paul, MN 55102-1681

Telephone: (651) 266-8900  
Facsimile: (651) 266-8919

### **AFFIRMATIVE ACTION PROGRAM REGISTRATION**

We hereby certify that we have developed and are implementing over the next two years an effective Affirmative Action Program which complies with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP includes, but is not limited to, the provisions listed below:

#### **DISSEMINATION OF AA/EEO POLICY STATEMENT**

1. The policy statement and non-discrimination posters will be permanently posted and conspicuously displayed in areas available to employees and applicants for employment. All employees and contractors will be furnished a copy of the AA/EEO policy statement. This policy will be made available to all employees including part-time, temporary or seasonal.
2. We will include the statement "Affirmative Action, Equal Opportunity Employer" on company letterhead, employment applications, contracts and subcontracts, and in advertisements recruiting employees and contractors.
3. We will include non-discrimination clauses in all union agreements, and we will review all contractual provisions to ensure that they are non-discriminatory. We will inform all union officials of the AA/EEO policy and request their cooperation.
4. We will personally meet with women, minority and people with disabilities recruitment resources and, if applicable, with labor union representatives. We will utilize women, minority and people with disabilities media resources. We will inform the recruitment and media resources, and labor union representatives, of our AA/EEO policies and encourage them to actively recruit and refer minorities, women, and people with disabilities, in order to assist us in achieving our affirmative action goals.
5. We will include the Saint Paul Affirmative Action/Equal Employment Opportunity Contract Specifications in all bid specifications and contracts on City of Saint Paul-assisted contracts. We will include these Contract Specifications in all lower tier contracts for materials and construction work on City-assisted contracts.

#### **RECRUITMENT OF EMPLOYEES**

1. All solicitations and advertisements for employees placed by us or on our behalf will state that we are an Affirmative Action, Equal Opportunity Employer. Copies of advertisements for employees will be kept on file for review by the Saint Paul Human Rights And Equal Economic Opportunity Department.
2. We will meet with and use, and encourage our subcontractors to meet with and use, agencies and organizations which refer women, minorities and people with disabilities, such as the employment recruitment resources provided by the Department.

#### **UNDERUTILIZATION ANALYSIS & GOALS AND TIMETABLE**

1. We will conduct an analysis of our employee workforce to determine present levels of employment of women, minorities, and people with disabilities in our workforce to identify areas of underutilization of such persons and to determine the causes of such underutilization. We will maintain a statement of the goals and timetables to remedy any underutilization of women, minorities and people with disabilities.
2. We will set an employment goal of 10% people with disabilities for our non-construction workforce.

AGREEMENT

1. We agree to maintain a current effective Affirmative Action Program (AAP), to implement all provisions of that AAP during the next two years, and to comply with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP is now available for inspection and will be submitted to the Department at any time upon its request.
2. We agree to keep records of all personnel actions such as applicant flow, hiring, firing, lay-off, promotions, and actions taken to affirmatively recruit and hire women, minorities and people with disabilities. We agree to submit to the Department during the next two years AA/EEO Semi-Annual Compliance Reports detailing these personnel activities and affirmative action efforts.
3. During the next two years we agree to provide, as requested by the Department, proof of compliance with Section 183.04 and its implementing Rules, including documentation of our good faith efforts to recruit and hire women, minorities and people with disabilities.
4. For City-assisted construction projects of \$50,000 or more, we agree to make every good faith effort to meet the city's utilization goals for women and minorities and to provide the project monitoring documentation requested by the Department.

---

Company Name

---

Date

---

Signature of Chief Executive Officer

---

Signature of AA/EEO Manager

{Enter Contractor's name in blanks unless otherwise indicated}

**AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) POLICY STATEMENT**

This statement is to affirm \_\_\_\_\_ policy on providing Equal Employment Opportunity (EEO) to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically including Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment.

\_\_\_\_\_ will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance.

\_\_\_\_\_ will maintain zero tolerance for harassment of or by any employee or applicant for employment because of race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance, will maintain an internal complaint procedure for complaints of such harassment, and will provide employees with contact information for federal, state and local enforcement agencies.

\_\_\_\_\_ will take Affirmative Action (AA) to ensure that all employment practices are free of such discrimination and harassment. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

\_\_\_\_\_ fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts.

\_\_\_\_\_ will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

\_\_\_\_\_ will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Equal Employment Opportunity and Affirmative Action objectives as well as other established criteria.

Any employee of \_\_\_\_\_ or subcontractors to \_\_\_\_\_ who do not comply with the Equal Employment Opportunity and Affirmative Action (EEO/AA) Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically including Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Requirements in Employment, will be subject to appropriate legal sanctions.

\_\_\_\_\_ has appointed \_\_\_\_\_ as EEO/AA Manager to manage the Equal Employment Opportunity Program. His/Her responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Plan (AAP), as required by Federal, State and Local agencies. He/she will be given the necessary top management support and staffing to fulfill his/her job duties. The Chief Executive Officer of \_\_\_\_\_ will receive and review reports on the progress of the plan. If any employee or applicant for employment believes he/she has been discriminated against, please contact \_\_\_\_\_ at this address \_\_\_\_\_ or call \_\_\_\_\_.

\_\_\_\_\_  
Chief Executive Officer (Please print)

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date



**DESCRIPTION OF CONTRACT:**

**ALL CONTRACTORS:**

A. \_\_\_\_\_  
Company Name E-mail Address

B. \_\_\_\_\_  
Address City State Zip Code

C. \_\_\_\_\_  
Phone No. Fax No.

D. \_\_\_\_\_  
Chief Executive Officer Telephone No.

E. \_\_\_\_\_  
AA/EEO Manager Telephone No.

F. Nature of Business \_\_\_\_\_

G. Description of Contract \_\_\_\_\_  
\_\_\_\_\_

H. Estimated Dollar Amount of Contract \_\_\_\_\_

I. Estimated Contract Start Date \_\_\_\_\_

J. Estimated Contract Completion Date \_\_\_\_\_

K. Description of City-assisted Construction Project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. Type of Construction to be Performed \_\_\_\_\_

M. \_\_\_\_\_  
Name of Project's Developer Contact Name and Telephone No.

N. \_\_\_\_\_  
Name of Project's Prime Contractor Contact Name and Telephone No

**(Note: Sections K. through N. should only be completed by Developers and Construction Contractors involved with a City-assisted construction project.)**

EMPLOYMENT DATA AS OF \_\_\_\_\_

AA/EEO MANAGER: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ALL EMPLOYEES (FULL-TIME, PART-TIME, TEMPORARY AND SEASONAL)

JOB CODE	JOB CATEGORIES	PEOPLE WITH DISABILITIES	MALE				FEMALE				TOTAL (A-J)			
			WH (A)	BL (B)	HI (C)	AP (D)	AA (E)	WH (F)	BL (G)	HI (H)		AP (I)	AA (J)	
01	OFFICIALS & MANAGERS													
02	PROFESSIONALS													
03	TECHNICIANS													
04	SALES WORKERS													
05	OFFICE & CLERICAL													
06	CRAFT WORKERS (SKILLED)													
07	OPERATIVES (SEMI-SKILLED)													
08	LABORERS (UNSKILLED)													
09	SERVICE WORKERS													
10	CURRENT TOTAL EMPLOYMENT													
11	TOTAL EMPLOYMENT IN LAST REPORT													

WH: WHITE      HI: HISPANIC      AA: AMERICAN INDIAN/ALASKAN NATIVE  
 BL: BLACK      AP: ASIAN/PACIFIC ISLANDER

I affirm that the information entered on this form and on all attachments are accurate and true to the best of my knowledge.

CPF-1A (02/27/2009)

(Signature)

(Title)

(Date)

An Affirmative Action Equal Opportunity Employer

# Underutilization Analysis

(To be completed by firms with twenty (20) or more employees)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Job Group	Total	Women				Minorities						
		Utilization		Availability		Utilization		Availability				
		Number	%	Number	% *	Number	%	Number	% *			
Column #	#1	#2	#3	#4	#5	#6	#2	#3	#4	#5	#6	
Officials & Managers												
Professionals												
Technicians												
Sales												
Office/Clerical												
Skilled Craft												
Operatives												
Laborers												
Service Workers												
Column #		#1	#2	#3	#4	#5	#6	#2	#3	#4	#5	#6

\* Percentage for availability should be in decimal form for ease of calculation

**Instructions:**

1. Column 1 = total in job group
2. Column 2 = total # of women or minorities in job group
3. Column 3 = Column 2 ÷ Column 1
4. Column 4 = Column 5 x Column 1 (If result is greater than 1, round up or down to nearest whole number. If result is between 0 and 1, round up to one.)
5. Column 5 = Availability (See below for explanation of source)
6. Column 6 = Column 4 - Column 2 (If result is negative, enter 0.)

You may submit your own Underutilization Analysis and Goals and Timetables forms in lieu of these forms. If you need availability data, go to [www.deed.state.mn.us/lmi/publications/aap.htm](http://www.deed.state.mn.us/lmi/publications/aap.htm). The Department's Web Page is: [www.stpaul.gov](http://www.stpaul.gov) or call (651) 266-8900 for copies of forms or for more information.

**Goals and Timetables**  
 (To be completed by firms with twenty (20) or more employees)

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

Date \_\_\_\_\_

Job Group	Current Work Force				Underutilization (#)		* A. H. O.		Annual Goals			Ultimate Goals		
	#	%	Total	Minority	Minority	Female	Minority	Female	Minority	Female	Year	Minority	Female	
1.														
2.														
3.														
4.														
5.														
6.														
7.														
8.														
9.														

\* A.H.O. = Anticipated Hiring Opportunities (including all attrition plus possible expansion.)

**Utilization Goals for People with Disabilities**  
 (To be completed by all firms)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Total Employees in Non-Construction Job Groups	Percentage Available	Numerical Goal
_____	x            0.10	= _____

\_\_\_ SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

A. Compliance; goals; reporting. The bidder agrees to comply with and to cause its covered contractors and covered subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and the regulations at 24 CFR part 135, the City of Saint Paul Section 3 Action Plan, and the terms of this contract. The contracting goals of 10% of building trade work and 3% of other contracts, and the 30% new hire employment goals apply to this contract by the bidder. The bidder agrees to report to the City/HRA, as requested by City/HRA, its compliance with these Section 3 requirements on the form(s) supplied by the City/HRA.

B. Bids. The bidder agrees that the following bidding requirements apply to this contract:

(a) Actions to facilitate participation by Section 3 business concerns.

(i) The bidder agrees to arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

(ii) The bidder agrees where appropriate to break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

(iii) The bidder agrees to solicit a minimum of three (3) bids from the City of Saint Paul Section 3 business list for each service that requires subcontracts. If the City's business list includes fewer than three (3) qualified businesses that perform the work needed, the bidder agrees to solicit bids from all the businesses that are on the City's Section 3 business list.

(b) Preference for Section 3 Business Concerns.

(i) Request for Bid process. Preference in the award of Section 3 covered contracts that are awarded under a sealed bid process shall be provided as follows: Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the budget for the project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
--	--------------

When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 ½ % of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a Section 3 business concern meets the requirements of paragraph (i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(ii) Request for Proposal process. Where the Section 3 covered contract is to be awarded based on factors other than price, a Request for Proposals (“RFP”) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

- One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement, as disclosed in proposals submitted by all business concerns (Section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.
- The component of this evaluation factor designed to address the preference for Section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.
- With respect to the second component (the acceptability of the Section 3 strategy), the RFP shall require the disclosure of the contractor’s Section 3 strategy to comply with Section 3 training and employment preference, or contracting preference, or both. If applicable, a determination of the contractor’s responsibility will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsible firm (either Section 3 or non-section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

C. Penalty. The following penalty clause only applies to (a) a subgrantee, subrecipient or developer for a Section 3 covered project for which the amount of HUD assistance exceeds \$200,000, and (b) for those contractors and subcontractors whose contracts exceed \$100,000 for those section 3 covered projects for which the HUD assistance exceeds \$200,000:

Where at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and public construction or at least 3% of the total dollar amount of all other Section 3 covered contracts are not provided to Section 3 business concerns and/or do not result in the employment of Section 3 residents, the contractor, sub-contractor, developer or sub-recipient will be required to contribute the difference between 10% of the covered contract amount (3% for nonconstruction related contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents into the City’s Section 3 Implementation Fund. The City will enforce this requirement.

D. Remedies for default. In addition to the penalty described above, the City may, upon a failure to comply with any of the Section 3 requirements described herein, elect to enforce any other remedy described in the City of Saint Paul Section 3 Action Plan, the terms of this contract and as afforded by City Ordinance, law or equity.



E. 24 CFR Section 135.38 Section 3 Clause.

This Section 3 clause is a part of this contract:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment

shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

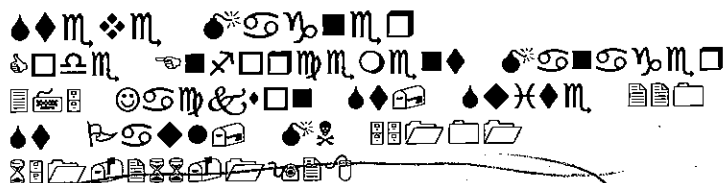
**Susan Feuerherm - Fwd: 315 larch**

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**From:** Steve Magner  
**To:** Yannarely, Joe  
**Date:** 5/2/2012 3:54 PM  
**Subject:** Fwd: 315 larch  
**CC:** Feuerherm, Susan  
**Attachments:** Steve Magner.vcf

---

Joe please put this in the Amanda file



>>> <gurban@urbancompaniesusa.com> 5/2/2012 3:23 PM >>>

Steve

Per our conversation yesterday I would like to withdraw my bid for 315 larch as I do not feel I have everything covered by only looking in from the outside.

Please note my new email address!!

Greg Urban  
Urban Companies  
3781 Labore Rd  
St Paul MN 55110  
Phone: 651-248-9830  
Fax: 651-426-3554

## Marguerite Ashton - Fwd: PO for 315 Larch

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**From:** Susan Feuerherm  
**To:** Ashton, Marguerite  
**Date:** 5/2/2012 3:02 PM  
**Subject:** Fwd: PO for 315 Larch  
**CC:** Morales, Luis

---

I think you were helping me with this?

>>> Joe Yannarely 5/2/2012 1:40 PM >>>

Please order PO for Buberl Recycling, RFQ: 30062-3, \$11,500.00. Note: Urban Companies phoned to decline.

Joe

Quote Number: Q-30062-3  
 Demo of 315 Larch Street  
 DSI  
 Buyer: Susan Feuerherm  
 Opening Date: 4-19-12

	Lump Sum Bid
Buberl Recycling & Composting Jolene Buberl 651-439-8399	\$11,500.00
Carl Bolander & Sons Mark Ryan 651-224-6299	\$34,500.00
G Urban Companies Inc Greg Urban 651-248-9830	Bid Withdrawn 5/2/12 \$7,950.00
V. Brown Truck & Construc., LLC Vincent Brown 612-250-1239	\$29,650.00

**Section 3 Bid Preferences Apply**

**Note:** An award shall be made to the qualified section 3 business with the highest priority ranking and with the lowest responsive bid if that bid is within 10% of the apparent low bid.

Priority consideration shall be given, where feasible; in the following order: (i) Section 3 businesses that provide economic opportunities for section 3 residents in the service area or neighborhood in which the project is located; and (ii) Applicants selected to carry out HUD Youthbuild programs; (iii) Other section 3 business concerns.

Apparent Low Bid: 11,500.00  
*Buberl*  
 Section 3 Preference *n/A*  
 10% of Low Bid:  
  
 Section 3 Bid Range: *n/A*

BidTab

\* Denotes Section 3 Businesses

RFQ: 30062-3

DEMO OF 315 LARCH STREET

DEPARTMENT OF SAFETY & INSPECTIONS

BUYER: SUSAN FEUERHERM

QUOTE OPENING: 4/19/12



VENDOR NAME	VENDOR CONTACT	VENDOR PHONE	LUMP SUM BID
BUBERL RECYCLING & COMPOST INC	JOLENE BUBERL	651-439-8399	\$11,500.00
6 URBAN COMPANIES INC	GREG URBAN	651-248-9830	\$7,950.00
VINCENT BROWN TRUCKING AND	VINCENT BROWN	612-250-1239	\$29,650.00
CARL BOLANDER & SONS CO	MARK RYAN	651-224-6299	\$34,500.00

**Contract and Analysis Services**  
For City of Saint Paul, Ramsey County, and Saint Paul Regional Water Service  
Room 280 City Hall/Court House Building, 15 West Kellogg Boulevard  
Saint Paul, Minnesota 55102 Phone: (651) 266-8900 Fax: (651) 266-8919

**Solicitation Cover Page**

Please refer to the specifications and other attached documents for a description of the specific needs, requirements, terms, and conditions for the solicitation described below.

Type of Solicitation:  Bid  Quote  RFP  Other:

Requesting Government:  Saint Paul  Ramsey County  Saint Paul Port Authority

Buyer: Susan Feuerherm Buyer Phone: 651-266-8908

Solicitation: Q-30062-3 Date Issued: April 6, 2012

Description: Labor and equipment to wreck and remove; 315 Larch Street, two (2) one story metal clad buildings and related tanks and structures, per specifications dated 4-5-12.

These demolitions are funded with Department of Housing & Urban Development ("HUD") dollars. Section 3 requirements apply to these demolition projects and a bid preference will apply. Refer to the "Section 3" Documentation for more information.

Vendor Outreach Goals are being established as follows; SBE - 10%, MBE - 5%, WBE - 10%, refer to attached mandatory submission questionnaire that must be submitted with quote price.

Lump Sum Quote: \$ 1,500.00

Number of Addenda(s) received: \_\_\_\_\_

Prebid Meeting: On site, April 12, 2012 at 10:00 am  
Bid Bond: 5% bid bond is required on quotes of \$50,000 or more

Project Manager: Joe Yannarelli, 651-266-1920

Deadline for Quotes: 2:00 P.M. on April 19, 2012 . Quotes may be faxed to; 651-266-8919. Late quotes will not be accepted.

Companies submitting a "hard copy response" to this solicitation should fill in the information below and return this form with submission. If an electronic response is permitted, companies should submit response through the Contract Services [www.demandstar.com](http://www.demandstar.com)

Company: Bubert Recycling + Compost Inc.

Address: 5750 Memorial Ave City Stillwater State MN Zip Code 55082

Signature: [Signature] Date: 4/19/12

By: Jedene Bubert Name Title Office Manager

Phone: 651-439-8399 Fax: 651-439-8653 E-Mail Address: bubertrecycling@MSN.COM

Payment Terms: Net 30 days

E.I Number: 41-1842921 (E.I number is the number assigned to your company for filing the "Employer's Quarterly Federal Tax Return." U.S. Treasury Department Form 941 or an individual Social Security Number)

By submitting a response to this solicitation, company is attesting that its representatives have read and understand all of the solicitation documents (delineating the terms and requirements) and that the company's submission is made in accordance herewith.



**CITY OF SAINT PAUL  
VENDOR OUTREACH QUESTIONNAIRE  
MANDATORY SUBMISSION**

FIRM NAME: Buberl Recycling  
 CONTACT PERSON: Jolene Buberl  
 ADDRESS: 5750 Memorial Ave N, Stillwater, MN 55082  
 TELEPHONE NUMBER: (651) 439-8399 E-MAIL: buberlrecycling@msn.com  
 FAX NUMBER: (651) 439-8673  
 PROJECT NAME: 315 Larch Street, St. Paul, MN SOLICITATION NUMBER: A- 30062-3

Each bidder/proposer shall include this completed document with bid/proposal. A bidder/proposer who fails to include this document with bid/proposal will be deemed non-responsive and its bid/proposal will be rejected.

1. Percent of the **base bid** for this Project that will be subcontracted to Vendor Outreach Program (VOP) certified businesses:

MBE 39.00% SBE 17.00% WBE 43.00%

Proposed certified vendor names may be provided after award is made. Percentages and estimated dollar amount is required at time of bid. Attach additional pages if necessary.

Name of VOP Certified Vendor	MBE/SBE or WBE	Type of Work or Supplies	Dollar Amount
Asbestos Abatement Associates	MBE	Survey	\$4,500.00
Petes Water & Sewer	WBF	Water/Sewer Curc	\$2,000.00
H & T Trucking, LLC	SBE	Trucking	\$5,000.00

2. Percent of bidder/proposer's **current permanent workforce** who are minorities, women or disabled persons.

33.00% Minorities 13.00% Women 0.00% Disabled Persons

3. Expected number of **new hires** for this Project 0.00 Expected number of **hours (labor)** on this Project 200.00

4. Percent of bidder/proposer's workforce for this Project that will be **unskilled minorities**. \_\_\_\_\_ %

5. Percent of bidder/proposer's workforce for this Project that will be **skilled minorities**. \_\_\_\_\_ %

6. Percent of bidder/proposer's workforce for this Project that will be **women**. \_\_\_\_\_ %

7. Do you have a **current** Affirmative Action Program Registration with the City of Saint Paul? YLS  NO

Affirmative Action Program Registration documents are attached: YES  NO





### CITY OF SAINT PAUL VENDOR OUTREACH QUESTIONNAIRE

8. A bidder/proposer not binding itself to the established VOP goals may be classified as a responsive and responsible bidder if it documents and establishes that it engaged in the following good faith efforts. Please check all of the good faith efforts in which your firm engaged to meet the established VOP goals. Documentation of such efforts must be submitted to the Human Rights and Equal Economic Opportunity Department's *Contract Compliance Division* within 10 days of the bid opening for consideration. **Note:** If you meet a specific established VOP goal, then you are not required to submit the additional good faith effort information for that specific goal.

*Check the applicable box if you have met or exceeded the VOP goals established:*

VOP Goals:     10% SBE Goal     10% WBE Goal     5% MBE Goal

Prime Contractor Efforts	Checklist
List each possible subcontract opportunity in the prime contract	✓
Where appropriate break out contract work items into economically feasible units to facilitate participation <a href="http://www.govcontracts.org">www.govcontracts.org</a>	✓
Attend all pre-bid conferences to obtain information about the VOP and the established goals	✓
Request assistance from minority and women community organizations that provide recruitment assistance	✓
Obtain a current list of minority and women publications for advertising purposes	✓
Solicit bids from certified and qualified SBEs, MBEs, and WBEs <u>at least 10 days</u> prior to bid opening, by phone, advertisement in a local paper and the relevant publications provided	✓
Solicit a minimum of five (5) bids from certified and qualified SBEs, MBEs, and WBEs for <u>each subcontract</u> opportunity within the prime contract. If the applicable certified list for each subcontract opportunity is five or fewer, such bidder must contact the entire list	✓
Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, WBEs, and MBEs	✓
Where applicable, advise and make efforts to assist interested SBEs, MBEs, WBEs to obtain bonds, lines of credit, or insurance required to perform the contract	✓
Submit documentation if bids from certified SBEs, MBEs, and WBEs were rejected, giving the complete basis to the certified vendor for the rejection and evidence that the rejection was justified	✓

**NOTE: Bidders/proposers on prime contracts who continuously document the same certified SBEs, MBEs, WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of a disconnected phone number or returned mail, will not be deemed to be in compliance with the outreach requirements.**

9. Check all of the good faith efforts in which your firm engaged to meet the established Affirmative Action workforce goals.

*Check the applicable box if you have met or exceeded the contracting goal established:*

Minorities:  11% (skilled and unskilled total)    Women:  8%

*Indicate the number of job and/or training opportunities you estimate you will have during this project*    0.00

Prime Contractor Efforts	Checklist
Inform the City of Saint Paul Affirmative Action Officer of all hiring opportunities on the project <a href="http://www.jobconnectmn.org">www.jobconnectmn.org</a>	✓
Provide a reasonable amount of time for individuals to submit applications for job opportunities	✓
Develop and implement efforts to conduct aggressive outreach and notification of opportunities	✓

A General Contractor having completed this questionnaire accurately and in full will successfully pass this process and demonstrate its commitment to the City of Saint Paul's policies and procedures for Vendor Outreach, Affirmative Action and Equal Employment Opportunity. Please retain verification of specific Contractor Efforts in your records. You will be asked to present verification in the future.





Department/Office/Council: HREEO - Contract & Analysis Services  
 Date Initiated: 04 MAY 2012

# Green Sheet NO: 3148415

Contact Person & Phone:  
 Sue-Contract Services  
 266-8908

Must Be on Council Agenda by (Date):

Doc. Type: PURCHASING INSTRUMENT (P.O. OR CONTRACT)

E-Document Required: N

Document Contact:  
 Contact Phone:

Assign Number For Routing Order

	Department	Sent To Person	Initial/Date
0	HREEO - Contract & Analysis Se	280 CH S. Feuerherm	
1	City Attorney	400 CH Ginger	
2	Financial Services	700 CH	
3	HREEO - Contract & Analysis Se	280 CH Marguerite	

Total # of Signature Pages \_\_\_\_ (Clip All Locations for Signature)

Action Requested:  
 Signatures-PO# 26464 Quote# Q-30062-3 Demo of 315 Larch St  
 Buberl Recycling & Composting \$11,500.00

Recommendations: Approve (A) or Reject (R):

\_\_\_\_\_ Planning Commission

\_\_\_\_\_ CIB Committee

\_\_\_\_\_ Civil Service Commission

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Personal Service Contracts Must Answer the Following Questions:**

- Has this person/firm ever worked under a contract for this department?  
 Yes No
- Has this person/firm ever been a city employee?  
 Yes No
- Does this person/firm possess a skill not normally possessed by any current city employee?  
 Yes No

Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):

Advantages If Approved:

Disadvantages If Approved:

Disadvantages If Not Approved:

Total Amount of Transaction:  
 Funding Source:  
 Financial Information:  
 (Explain)

Cost/Revenue Budgeted:  
 Activity Number:

**RECEIVED**  
 MAY 04 2012  
**CITY ATTORNEY**

**Contract and Analysis Services**

For City of Saint Paul, Ramsey County, and Saint Paul Regional Water Service  
Room 280 City Hall/Court House Building, 15 West Kellogg Boulevard  
Saint Paul, Minnesota 55102 Phone: (651) 266-8900 Fax: (651) 266-8919

**Solicitation Cover Page**

Please refer to the specifications and other attached documents for a description of the specific needs, requirements, terms, and conditions for the solicitation described below.

Type of Solicitation:  Bid  Quote  RFP  Other:

Requesting Government:  Saint Paul  Ramsey County  Saint Paul Port Authority

Buyer: Susan Feuerherm Buyer Phone: 651-266-8908

Solicitation: Q-30062-3 Date Issued: April 6, 2012

Description: Labor and equipment to wreck and remove; 315 Larch Street, two (2) one story metal clad buildings and related tanks and structures, per specifications dated 4-5-12.

These demolitions are funded with Department of Housing & Urban Development ("HUD") dollars. Section 3 requirements apply to these demolition projects and a bid preference will apply. Refer to the "Section 3" Documentation for more information.

Vendor Outreach Goals are being established as follows; SBE – 10%, MBE – 5%, WBE – 10%, refer to attached mandatory submission questionnaire that must be submitted with quote price.

Lump Sum Quote: \$ 34,500.00

Number of Addenda(s) received: 0

Prebid Meeting: On site, April 12, 2012 at 10:00 am  
Bid Bond: 5% bid bond is required on quotes of \$50,000 or more


Project Manager: Joe Yannarely, 651-266-1920

Deadline for Quotes: 2:00 P.M. on April 19, 2012 . Quotes may be faxed to; 651-266-8919. Late quotes will not be accepted.

Companies submitting a "hard copy response" to this solicitation should fill in the information below and return this form with submission. If an electronic response is permitted, companies should submit response through the Contract Services section of the DemandStar E-Procurement System in accordance with instructions. [www.demandstar.com](http://www.demandstar.com)

Company: Carl Bolander & Sons Co.

Address: 251 Starkey Street City St. Paul State MN Zip Code 55107

Signature:  Date: April 19, 2012

By: Mark R. Ryan Name President Title

Phone: 651.224.6299 Fax: 651.223.8197 E-Mail Address: mark@bolander.com

Payment Terms: Net 30 days

E.I Number: 41-0157470 (E.I number is the number assigned to your company for filing the "Employer's Quarterly Federal Tax Return." U.S. Treasury Department Form 941 or an individual Social Security Number)

By submitting a response to this solicitation, company is attesting that its representatives have read and understand all of the solicitation documents (delineating the terms and requirements) and that the company's submission is made in accordance herewith.



**CITY OF SAINT PAUL  
VENDOR OUTREACH QUESTIONNAIRE  
MANDATORY SUBMISSION**

FIRM NAME: Carl Bolander & Sons Co.

CONTACT PERSON: Mark R. Ryan

ADDRESS: 251 Starkey Street St. Paul, MN 55107

TELEPHONE NUMBER: (651) 224-6299 E-MAIL: mark@bolander.com

FAX NUMBER: (651) 223-8197

PROJECT NAME: Demo of 315 Larch Street, St. Paul SOLICITATION NUMBER: A- Q-30062-3

Each bidder/proposer shall include this completed document with bid/proposal. A bidder/proposer who fails to include this document with bid/proposal will be deemed non-responsive and its bid/proposal will be rejected.

1. Percent of the **base bid** for this Project that will be subcontracted to Vendor Outreach Program (VOP) certified businesses:

MBE 7.00 % SBE 5.00 % WBE 0.00 %

Proposed certified vendor names may be provided after award is made. Percentages and estimated dollar amount is required at time of bid. Attach additional pages if necessary.			
Name of VOP Certified Vendor	MBE/SBE or WBE	Type of Work or Supplies	Dollar Amount
OTA Trucking Inc	MBEWBE	Trucking	\$2,500.00
Pete's Water & Sewer	SBE	Utility Disconnects	\$1,800.00

2. Percent of bidder/proposer's **current permanent workforce** who are minorities, women or disabled persons.  
12.00 % Minorities    11.00 % Women    1.00 % Disabled Persons
3. Expected number of **new hires** for this Project 0.00. Expected number of **hours (labor)** on this Project 150.00
4. Percent of bidder/proposer's workforce for this Project that will be **unskilled minorities**. 11.00 %
5. Percent of bidder/proposer's workforce for this Project that will be **skilled minorities**. 11.00 %
6. Percent of bidder/proposer's workforce for this Project that will be **women**. 6.00 %
7. Do you have a **current** Affirmative Action Program Registration with the City of Saint Paul? YES  NO
- Affirmative Action Program Registration documents are attached: YES  NO



## CITY OF SAINT PAUL VENDOR OUTREACH QUESTIONNAIRE

8. A bidder/proposer not binding itself to the established VOP goals may be classified as a responsive and responsible bidder if it documents and establishes that it engaged in the following good faith efforts. Please check all of the good faith efforts in which your firm engaged to meet the established VOP goals. Documentation of such efforts must be submitted to the Human Rights and Equal Economic Opportunity Department's *Contract Compliance Division* within 10 days of the bid opening for consideration. **Note:** If you meet a specific established VOP goal, then you are not required to submit the additional good faith effort information for that specific goal.

Check the applicable box if you have met or exceeded the VOP goals established:

VOP Goals:     10% SBE Goal     10% WBE Goal     5% MBE Goal

Prime Contractor Efforts	Checklist
List each possible subcontract opportunity in the prime contract	✓
Where appropriate break out contract work items into economically feasible units to facilitate participation	✓
Obtain a current list of certified SBEs, WBEs, and MBEs ( <a href="http://www.govcontracts.org">www.govcontracts.org</a> )	✓
Attend all pre-bid conferences to obtain information about the VOP and the established goals	✓
Request assistance from minority and women community organizations that provide recruitment assistance	✓
Obtain a current list of minority and women publications for advertising purposes	✓
Solicit bids from certified and qualified SBEs, MBEs, and WBEs at least 10 days prior to bid opening, by phone, advertisement in a local paper and the relevant publications provided	✓
Solicit a minimum of five (5) bids from certified and qualified SBEs, MBEs, and WBEs for each subcontract opportunity within the prime contract. If the applicable certified list for each subcontract opportunity is five or fewer, such bidder must contact the entire list	✓
Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, WBEs, and MBEs	✓
Where applicable, advise and make efforts to assist interested SBEs, MBEs, WBEs to obtain bonds, lines of credit, or insurance required to perform the contract	✓
Submit documentation if bids from certified SBEs, MBEs, and WBEs were rejected, giving the complete basis to the certified vendor for the rejection and evidence that the rejection was justified	✓

**NOTE: Bidders/proposers on prime contracts who continuously document the same certified SBEs, MBEs, WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of a disconnected phone number or returned mail, will not be deemed to be in compliance with the outreach requirements.**

9. Check all of the good faith efforts in which your firm engaged to meet the established Affirmative Action workforce goals.

Check the applicable box if you have met or exceeded the contracting goal established:

Minorities:  11% (skilled and unskilled total)    Women:  6%

Indicate the number of job and/or training opportunities you estimate you will have during this project \_\_\_\_\_.

Prime Contractor Efforts	Checklist
Inform the City of Saint Paul Affirmative Action Officer of all hiring opportunities on the project	✓
Advertise all job openings on <i>Ramsey County Job Connect</i> ( <a href="http://www.jobconnectmn.org">www.jobconnectmn.org</a> )	✓
Provide a reasonable amount of time for individuals to submit applications for job opportunities	✓
Develop and implement efforts to conduct aggressive outreach and notification of opportunities	✓

A General Contractor having completed this questionnaire accurately and in full will successfully pass this process and demonstrate its commitment to the City of Saint Paul's policies and procedures for Vendor Outreach, Affirmative Action and Equal Employment Opportunity. Please retain verification of specific Contractor Efforts in your records. You will be asked to present verification in the future.

**Contract and Analysis Services**

For City of Saint Paul, Ramsey County, and Saint Paul Regional Water Service  
Room 280 City Hall/Court House Building, 15 West Kellogg Boulevard  
Saint Paul, Minnesota 55102 Phone: (651) 266-8900 Fax: (651) 266-8919

**Solicitation Cover Page**

Please refer to the specifications and other attached documents for a description of the specific needs, requirements, terms, and conditions for the solicitation described below.

Type of Solicitation:  Bid  Quote  RFP  Other:

Requesting Government:  Saint Paul  Ramsey County  Saint Paul Port Authority

Buyer: Susan Feuerherm Buyer Phone: 651-266-8908

Solicitation: Q-30062-3 Date Issued: April 6, 2012

Description: Labor and equipment to wreck and remove; 315 Larch Street, two (2) one story metal clad buildings and related tanks and structures, per specifications dated 4-5-12.

These demolitions are funded with Department of Housing & Urban Development ("HUD") dollars. Section 3 requirements apply to these demolition projects and a bid preference will apply. Refer to the "Section 3" Documentation for more information.

Vendor Outreach Goals are being established as follows; SBE - 10%, MBE - 5%, WBE - 10%, refer to attached mandatory submission questionnaire that must be submitted with quote price.

Lump Sum Quote: \$ 29,650<sup>00</sup>

Number of Addenda(s) received: 0

Prebid Meeting: On site, April 12, 2012 at 10:00 am  
Bid Bond: 5% bid bond is required on quotes of \$50,000 or more

Project Manager: Joe Yannarely, 651-266-1920

Deadline for Quotes: 2:00 P.M. on April 19, 2012. Quotes may be faxed to: 651-266-8919. Late quotes will not be accepted.

Companies submitting a "hard copy response" to this solicitation should fill in the information below and return this form with submission. If an electronic response is permitted, companies should submit response through the Contract Services section of the DemandStar E-Procurement System in accordance with instructions. [www.demandstar.com](http://www.demandstar.com)

Company: VINCENT BROWN TRUCKING AND CONSTRUCTION, LLC

Address: 4940 QUEEN AVE No 8 City Mpls State MN Zip Code 55430

Signature: Vincent Brown Date: 4/18/12

By: VINCENT BROWN Name Title OWNER

Phone: 612-250-1239 Fax: 612-588-1699 E-Mail Address: VINCENT BROWN TRUCKING @GMAIL.COM

Payment Terms: Net 30 days

E.I Number: 45-4330071 (E.I number is the number assigned to your company for filing the "Employer's Quarterly Federal Tax Return." U.S. Treasury Department Form 941 or an individual Social Security Number)

By submitting a response to this solicitation, company is attesting that its representatives have read and understand all of the solicitation documents (defining the terms and requirements) and that the company's submission is made in accordance herewith.



**CITY OF SAINT PAUL  
VENDOR OUTREACH QUESTIONNAIRE  
MANDATORY SUBMISSION**

FIRM NAME: Vincent Brown Trucking and Construction, LLC  
 CONTACT PERSON: Vincent Brown  
 ADDRESS: 4040 QUEEN AVEN. Mpls, MN 55430  
 TELEPHONE NUMBER: 612-250-1239 E-MAIL: VINCENT.BROWN@TRUCKING@GMAIL.COM  
 FAX NUMBER: 612-588-1699  
 PROJECT NAME: 315 Larch St. St. Paul, MN SOLICITATION NUMBER: A 30062-3

Each bidder/proposer shall include this completed document with bid/proposal. A bidder/proposer who fails to include this document with bid/proposal will be deemed non-responsive and its bid/proposal will be rejected.

1. Percent of the base bid for this Project that will be subcontracted to Vendor Outreach Program (VOP) certified businesses:

MBE 50 % SBE 40 % WBE 10 %

Proposed certified vendor names may be provided after award is made. Percentages and estimated dollar amount is required at time of bid. Attach additional pages if necessary.

Name of VOP Certified Vendor	MBE/SBE or WBE	Type of Work or Supplies	Dollar Amount
<u>Vincent Brown Trucking &amp; Construction LLC</u>	<u>WBE</u>	<u>Demolition</u>	<u>\$ 16,920<sup>00</sup></u>
<u>Vincent Brown Trucking &amp; Construction LLC</u>	<u>SBE</u>	<u>Trucking</u>	<u>\$ 11,280<sup>00</sup></u>
<u>Pipes water &amp; sewer</u>	<u>WBE</u>	<u>sewer &amp; water disconnect</u>	<u>\$ 1,450<sup>00</sup></u>

2. Percent of bidder/proposer's current permanent workforce who are minorities, women or disabled persons.

90 % Minorities 10 % Women 0 % Disabled Persons

3. Expected number of new hires for this Project 0 Expected number of hours (labor) on this Project 50

4. Percent of bidder/proposer's workforce for this Project that will be unskilled minorities 0 %

5. Percent of bidder/proposer's workforce for this Project that will be skilled minorities 90 %

6. Percent of bidder/proposer's workforce for this Project that will be women 10 %

7. Do you have a current Affirmative Action Program Registration with the City of Saint Paul? YES  NO

Affirmative Action Program Registration documents are attached: YES  NO





### CITY OF SAINT PAUL VENDOR OUTREACH QUESTIONNAIRE

8. A bidder/proposer not binding itself to the established VOP goals may be classified as a responsive and responsible bidder if it documents and establishes that it engaged in the following good faith efforts. Please check all of the good faith efforts in which your firm engaged to meet the established VOP goals. Documentation of such efforts must be submitted to the Human Rights and Equal Economic Opportunity Department's Contract Compliance Division within 10 days of the bid opening for consideration. Note: If you meet a specific established VOP goal, then you are not required to submit the additional good faith effort information for that specific goal.

Check the applicable box if you have met or exceeded the VOP goals established:

VOP Goals:  10% SBE Goal     10% WBE Goal     5% MBE Goal

Prime Contractor Efforts	Checklist
List each possible subcontract opportunity in the prime contract	<input checked="" type="checkbox"/>
Where appropriate break out contract work items into economically feasible units to facilitate participation	<input checked="" type="checkbox"/>
Obtain a current list of certified SBEs, WBEs, and MBEs ( <a href="http://www.govcontracts.org">www.govcontracts.org</a> )	<input checked="" type="checkbox"/>
Attend all pre-bid conferences to obtain information about the VOP and the established goals	<input checked="" type="checkbox"/>
Request assistance from minority and women community organizations that provide recruitment assistance	<input checked="" type="checkbox"/>
Obtain a current list of minority and women publications for advertising purposes	<input checked="" type="checkbox"/>
Solicit bids from certified and qualified SBEs, MBEs, and WBEs at least 10 days prior to bid opening, by phone, advertisement in a local paper and the relevant publications provided	<input checked="" type="checkbox"/>
Solicit a minimum of five (5) bids from certified and qualified SBEs, MBEs, and WBEs for each subcontract opportunity within the prime contract. If the applicable certified list for each subcontract opportunity is five or fewer, such bidder must contact the entire list	<input checked="" type="checkbox"/>
Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, WBEs, and MBEs	<input checked="" type="checkbox"/>
Where applicable, advise and make efforts to assist interested SBEs, MBEs, WBEs to obtain bonds, lines of credit, or insurance required to perform the contract	N/A
Submit documentation if bids from certified SBEs, MBEs, and WBEs were rejected, giving the complete basis to the certified vendor for the rejection and evidence that the rejection was justified	N/A

**NOTE:** Bidders/proposers on prime contracts who continuously document the same certified SBEs, MBEs, WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of a disconnected phone number or returned mail, will not be deemed to be in compliance with the outreach requirements.

9. Check all of the good faith efforts in which your firm engaged to meet the established Affirmative Action workforce goals.

Check the applicable box if you have met or exceeded the contracting goal established:

Minorities:  11% (skilled and unskilled total)    Women:  8%

Indicate the number of job and/or training opportunities you estimate you will have during this project 10

Prime Contractor Efforts	Checklist
Inform the City of Saint Paul Affirmative Action Officer of all hiring opportunities on the project	<input checked="" type="checkbox"/>
Advertise all job openings on Ramsey County Job Connect ( <a href="http://www.jobconnectmn.org">www.jobconnectmn.org</a> )	<input checked="" type="checkbox"/>
Provide a reasonable amount of time for individuals to submit applications for job opportunities	<input checked="" type="checkbox"/>
Develop and implement efforts to conduct aggressive outreach and notification of opportunities	<input checked="" type="checkbox"/>

A General Contractor having completed this questionnaire accurately and in full will successfully pass this process and demonstrate its commitment to the City of Saint Paul's policies and procedures for Vendor Outreach, Affirmative Action and Equal Employment Opportunity. Please retain verification of specific Contractor Efforts in your records. You will be asked to present verification in the future.

Sign in 315 Larch St. 4/12/12  
Name, Phone #, Email

Andy Ristrom, Bolander, 651-224-6299, andy@bolander.com

Rob Beberl Robert Kocyla 612-919-8899

Vincent Brown family 612-290-2390  
Mark Miller

Josh Wlaschik J&J Contracting (612) 840-8817  
Josh@JContracting.com

Rick ANDERSON - RAY ANDERSON ? SDS

Bruce Ensrude KA Kammish 651-775-0842

**Contract and Analysis Services**

For City of Saint Paul, Ramsey County, and Saint Paul Regional Water Service  
Room 280 City Hall/Court House Building, 15 West Kellogg Boulevard  
Saint Paul, Minnesota 55102 Phone: (651) 266-8900 Fax: (651) 266-8919

**Solicitation Cover Page**

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Requesting Government:  Saint Paul  Ramsey County  Saint Paul Port Authority

Buyer: Susan Feuerherm

Buyer Phone: 651-266-8908

Solicitation: Q-30062-3

Date Issued: April 6, 2012

Description: Labor and equipment to wreck and remove; 315 Larch Street, two (2) one story metal clad buildings and related tanks and structures, per specifications dated 4-5-12.

These demolitions are funded with Department of Housing & Urban Development ("HUD") dollars. Section 3 requirements apply to these demolition projects and a bid preference will apply. Refer to the "Section 3" Documentation for more information.

Vendor Outreach Goals are being established as follows; SBE - 10%, MBE - 5%, WBE - 10%, refer to attached mandatory submission questionnaire that must be submitted with quote price.

Lump Sum Quote: \$ 7950.00

Number of Addenda(s) received:       

Prebid Meeting: On site, April 12, 2012 at 10:00 am  
Bid Bond: 5% bid bond is required on quotes of \$50,000 or more

Project Manager: Joe Yannarely, 651-266-1920

Deadline for Quotes: 2:00 P.M. on April 19, 2012. Quotes may be faxed to; 651-266-8919. Late quotes will not be accepted.

Companies submitting a "hard copy response" to this solicitation should fill in the information below and return this form with submission. If an electronic response is permitted, companies should submit response through the Contract Services section of the DemandStar E-Procurement System in accordance with instructions. [www.demandstar.com](http://www.demandstar.com)

Company: 6 Urban Companies Inc

Address: 3781 Larpene City St Paul State MN Zip Code 55110

Signature: AL Date:                     

By: Greg Urban Name Title owner

Phone: 651-248-9830 Fax: 651-426-8554 Email Address:                     

Payment Terms:            Net 30 days

E.I Number: 20-8583307 (E.I number is the number assigned to your company for filing the "Employer's Quarterly Federal Tax Return." U.S. Treasury Department Form 941 or an individual Social Security Number)

By submitting a response to this solicitation, company is attesting that its representatives have read and understand all of the solicitation documents (defining the terms and requirements) and that the company's submission is made in accordance herewith.

2012 APR 19 PM 1:33



The Most Livable  
City in America

**CITY OF SAINT PAUL  
VENDOR OUTREACH QUESTIONNAIRE  
MANDATORY SUBMISSION**

FIRM NAME: 6 Urban Companies Inc  
CONTACT PERSON: Greg Urban  
ADDRESS: 3781 Leboeuf rd St Paul MN 55110  
TELEPHONE NUMBER: 651-248-9830 E-MAIL: \_\_\_\_\_  
FAX NUMBER: 651-426-3554

PROJECT NAME: \_\_\_\_\_ SOLICITATION NUMBER: A-

Each bidder/proposer shall include this completed document with bid/proposal. A bidder/proposer who fails to include this document with bid/proposal will be deemed non-responsive and its bid/proposal will be rejected.

1. Percent of the **base bid** for this Project that will be subcontracted to Vendor Outreach Program (VOP) certified businesses:

MBE 10 % SBE 50 % WBE 20 %

Proposed certified vendor names may be provided after award is made. Percentages and estimated dollar amount is required at time of bid. Attach additional pages if necessary.

Name of VOP Certified Vendor	MBE/SBE or WBE	Type of Work or Supplies	Dollar Amount
petes water and sewer	WBE	water and sewer	\$1,500.00
g urban companies	SBE	dema	\$5,000.00
taraff construction	MBE	dumpsters	\$3,500.00

2. Percent of bidder/proposer's **current permanent workforce** who are minorities, women or disabled persons.

0.00 % Minorities      0.00 % Women      0.00 % Disabled Persons

3. Expected number of **new hires** for this Project 0.00. Expected number of **hours (labor)** on this Project 30.00

4. Percent of bidder/proposer's workforce for this Project that will be **unskilled minorities**. 0.00 %

5. Percent of bidder/proposer's workforce for this Project that will be **skilled minorities**. 0.00 %

6. Percent of bidder/proposer's workforce for this Project that will be **women**. 0.00 %

7. Do you have a **current** Affirmative Action Program Registration with the City of Saint Paul? YES  NO

Affirmative Action Program Registration documents are attached: YES  NO



## CITY OF SAINT PAUL VENDOR OUTREACH QUESTIONNAIRE

8. A bidder/proposer not binding itself to the established VOP goals may be classified as a responsive and responsible bidder if it documents and establishes that it engaged in the following good faith efforts. Please check all of the good faith efforts in which your firm engaged to meet the established VOP goals. Documentation of such efforts must be submitted to the Human Rights and Equal Economic Opportunity Department's *Contract Compliance Division* within **10 days** of the bid opening for consideration. **Note:** If you meet a specific established VOP goal, then you are not required to submit the additional good faith effort information for that specific goal.

Check the applicable box if you have met or exceeded the VOP goals established:

VOP Goals:     10% SBE Goal     10% WBE Goal     5% MBE Goal

Prime Contractor Efforts	Checklist
List each possible subcontract opportunity in the prime contract	
Where appropriate break out contract work items into economically feasible units to facilitate participation	
Obtain a current list of certified SBEs, WBEs, and MBEs ( <a href="http://www.govcontracts.org">www.govcontracts.org</a> )	
Attend all pre-bid conferences to obtain information about the VOP and the established goals	
Request assistance from minority and women community organizations that provide recruitment assistance	
Obtain a current list of minority and women publications for advertising purposes	
Solicit bids from certified and qualified SBEs, MBEs, and WBEs at least 10 days prior to bid opening, by phone, advertisement in a local paper and the relevant publications provided	
Solicit a minimum of five (5) bids from certified and qualified SBEs, MBEs, and WBEs for each subcontract opportunity within the prime contract. If the applicable certified list for each subcontract opportunity is five or fewer, such bidder must contact the entire list	
Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, WBEs, and MBEs	
Where applicable, advise and make efforts to assist interested SBEs, MBEs, WBEs to obtain bonds, lines of credit, or insurance required to perform the contract	
Submit documentation if bids from certified SBEs, MBEs, and WBEs were rejected, giving the complete basis to the certified vendor for the rejection and evidence that the rejection was justified	

**NOTE:** Bidders/proposers on prime contracts who continuously document the same certified SBEs, MBEs, WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of a disconnected phone number or returned mail, will not be deemed to be in compliance with the outreach requirements.

9. Check all of the good faith efforts in which your firm engaged to meet the established Affirmative Action workforce goals.

Check the applicable box if you have met or exceeded the contracting goal established:

Minorities:  11% (skilled and unskilled total)    Women:  6%

Indicate the number of job and/or training opportunities you estimate you will have during this project 0

Prime Contractor Efforts	Checklist
Inform the City of Saint Paul Affirmative Action Officer of all hiring opportunities on the project	
Advertise all job openings on <i>Ramsey County Job Connect</i> ( <a href="http://www.jobconnectmn.org">www.jobconnectmn.org</a> )	
Provide a reasonable amount of time for individuals to submit applications for job opportunities	
Develop and implement efforts to conduct aggressive outreach and notification of opportunities	

A General Contractor having completed this questionnaire accurately and in full will successfully pass this process and demonstrate its commitment to the City of Saint Paul's policies and procedures for Vendor Outreach, Affirmative Action and Equal Employment Opportunity. Please retain verification of specific Contractor Efforts in your records. You will be asked to present verification in the future.

To Jennifer Tompkins

DEPARTMENT OF SAFETY AND INSPECTIONS  
Steve Wagner, Manager of Code Enforcement



CITY OF SAINT PAUL  
Christopher B. Coleman, Mayor

Sul

375 Jackson Street, Suite 220  
Saint Paul, MN 55101-1806

Telephone: 651-266-8989  
Facsimile: 651-266-1919  
Web: www.stpaul.gov/dsi

Joe Yannarelli  
266-1920

P. Req # 30062

DATE: October 6, 2011

TO: DSI Accountant - For Purchasing Requisition  
TO: Contract Services - For Purchase Order

Delivery date  
4/12/12?  
or 4/16/12  
(after walk-through)

Bids Required no later than: Fill in Date of LEH

**ALL BIDDING VENDORS MUST BE SECTION 3 APPROVED, unless otherwise noted.**

2934

FROM: Matt Dornfeld and Steve Wagner

SUBJECT: Request for Demolition Bids and Purchase Order for the Building(s) at:  
**315 LARCH ST**

Please send a requisition to the Purchasing Department for bid estimates for wrecking and removing the:  
(All of the information in these numbered paragraphs must be included on the contract/bid request.)

- Two (2) one-story, metal-clad, warehouse structures, six (6) semi truck trailers, two (2) heavy storage tanks, four (4) light storage tanks, an office trailer and multiple metal canopies or roof structures made out of metal racking and sheeting. *and all metal pieces*
- Also remove all private concrete steps, stoops, walks, driveways and slabs. Remove all trees, shrubs and vegetation necessary to facilitate demolition. *or all miscellaneous*
- Contractor is to Leave: NA *degree debris etc*
- Contractor must pay any outstanding water bills to Saint Paul Regional Water Services at time of permit. This cost is to be itemized and added to the final invoice.
- The City authorizes the removal of hazardous materials including the payment of hazardous materials abatement costs when the total demolition and abatement costs exceed the amount displayed for this project.
- Note:** Provide straw/hay covering on all exposed dirt. Other erosion control measures may be required.
- The contractor shall not commence work, under the contract, until a Notice to Proceed is received from the Department of Safety and Inspections, Code Enforcement Division. Demolition must start within seven (7) calendar days of the date of the Notice to Proceed and demolition must be complete within twenty (20) calendar days after the work has begun. The contractor shall comply with all requirements of the Standard Demolition Specifications.
- The contractor shall retain proof of proper asbestos removal and disposal and if requested by the City, shall submit this for review.
- The legal description of the property is: Pacific Addition to Saint Paul Vac Alley Accruing & Lots 15 Thru Lot 19 Blk 1

The estimated cost of wrecking is \$ 50,000 to \$ 75,000.

SM:CSdbbdi60129

60132 7/11

The Valume to be discussed @ pre Bid

Walk thru for site 4-12-12 at 10:00 AM

## DEFICIENCY LIST

FOR

315 LARCH ST

October 5, 2011

Description of Building: two (2) one-story, metal-clad, warehouse structures, six (6) semi truck trailers, two (2) heavy storage tanks, four (4) light storage tanks, an office trailer and multiple metal canopies or roof structures made out of metal racking and sheeting..

The following Deficiency List is excerpted from the November 10, 2010 Notice of Condemnation letter issued by the Department of Safety and Inspections, Fire Inspection Division.

**This is a dangerous structure, based on the following:**

1. **SPLC 34.23, MSFC 110.1 - This occupancy is condemned as unsafe or dangerous. Occupancy can only be used to for cleaning out and to comply with these orders until re-inspected and approved by this office. -315 Larch St. (ENTIRE COMPLEX) has been condemned due to the following conditions.**
  - **Unapproved roofing and storage structures that appear unsafe and dangerous (MSFC 110.1.2)**
  - **Unsafe conditions. Complex is lacking necessary egress, is dangerous to human life and public welfare, and is lacking maintenance and repair. (MSFC 110.1.1)**
  - **Excessive accumulation of materials. (MN State 299F.18)**
  - **Disorderly storage of materials. (MSFC 315.2)**
2. **ROOF COVERINGS OVER THE COMPLEX - SBC 3405.1, SBC 110.2 - Obtain a structural engineer to complete a code analysis and have it reviewed by the St. Paul Building Official. Contact DSI at 651-266-9090.-Several structures have been erected and appear structurally unsound. Submit approved documentation to proof its structural integrity or remove.**
3. **MSFC 1003.3.1.8 - Remove unapproved locks from the exit doors. The door must be openable from the inside without the use of keys or special knowledge or effort.-All exit doors leading into the buildings and complex are barred or chained shut. All exits must be openable from the inside of the structures.**
4. **MSFC 1010.1, 1004.3.1 - Provide and maintain a minimum of 28 inch aisles throughout employee only areas.**
5. **MSFC 1005.2 - Provide additional means of egress due to an inadequate number of exits.**
6. **MSFC 2305.1 - Provide and maintain structural integrity and stability of rack storage systems.**
7. **SPLC 34.08 (6), 34.31 (4) - Remove the accumulation of exterior storage that creates a nuisance or harbors rodents.**



8. MSFC 315.3 - Outside storage of combustible materials shall not be located within 10 feet of a property line. Separation can be reduced to three feet as long as the storage does not exceed six feet in height.
9. SPLC 34.08 (1), 34.31 (1) - All exterior property areas shall be maintained free from any accumulation of refuse, garbage or feces.
10. SPLC 34.09 (1) b,c, 34.32 (1) b,c - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint.
11. SPLC 34.09 (1) e, 34.32 (1) d - Provide and maintained the roof weather tight and free from defects.  
-Office trailer has a visible leak.
12. SPLC 34.09 (3), 34.32 (3) - Repair and maintain the doors in good condition.
13. SPLC 310.02 - Use of this property does may no longer conform to licensing ordinance. Call DSI/Licensing at (651) 266-9090.
14. SPLC 34.10 (2), 34.33 - Repair and maintain or remove the damaged or unapproved structures. This will require a building permit; call DSI at (651) 266-9090.
15. SPLC 34.10 (5), 34.33 (4), 34.16 - Provide and maintain interior in a clean and sanitary condition.
16. MSFC 315.2 - Provide and maintain orderly storage of materials.
17. MSFC 315.2 - Provide and maintain stable piles and stacks of materials
18. MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.
19. MSFC 2703.4 - Provide Material Safety Data Sheets on all flammable and combustible liquids, hazardous materials, and chemicals on site. The sheets are to be kept on site in an orderly fashion in a readily accessible area.
20. MSFC 1011.2 - Remove the materials that cause an exit obstruction. Maintain a clear and unobstructed exitway. -Maintain clear aisles and pathways.
21. NFPA 58 - Reduce the propane within the maximum allowable quantities.
22. Animal/Rodent infestation. Site needs to be cleaned out and all storage arranged to allow extermination of infestation.