

CITY OF SAINT PAUL
REQUISITION DETAIL LISTING
REQ.OPEN

\$
Cancel
12/28/11
per Steve
Magnus

REQ ID: 029740 ✓
DEPARTMENT: 02 DEPT OF SAFETY & INSPECTIONS CONTACT: KA XIONG 4-9113
DIVISION: 0220 VACANT BLDG & PROBLEM PROPERTY VENDOR: NO REQUESTED VENDOR
BUYER: 3 S. FEUERHERM 651-266-6908 ✓ DELIVERY DATE: 17 NOV 2011
BATCH:
TOTAL AMOUNT: 75000.00

REQUISITION LINE ITEMS

NIGP	UNITS	UNIT PRICE	TOTAL AMOUNT	DESCRIPTION
55905	1	75000.00	75000.00	<p>WRECK AND REMOVE 315 LARCH ST 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. PLEASE REMOVE THE FOLLOWING: 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 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</p>

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2 7690 B

CITY OF SAINT PAUL
 REQUISITION DETAIL LISTING
 REQ.OPEN

REQUISITION LINE ITEMS

NIGP	UNITS	UNIT PRICE	TOTAL AMOUNT	DESCRIPTION
				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

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
COUNTY OF RAMSEY
Mayor Christopher B. Coleman

Room 280 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1674

Telephone 651-266-8900
Fax 651-266-8919

December 28, 2011

Addendum #1

Q-29740-3
Demolition of 315 Larch Street
Vacant Buildings-DSI
Buyer: Susan E. Feuerherm



This addendum is added to and is a part of the specifications of this project.

This quote is hereby cancelled. A rebid of the property will occur at a later date. We apologize for any inconvenience this may have caused.



Purchasing for:
City of Saint Paul, Saint Paul Regional Water Services, Port Authority, County of Ramsey

Visit our Web Site at: <http://www.stpaul.gov/cas>

An Affirmative Action Equal Opportunity Employer



Vincent Brown Trucking
and Construction, LLC

Excavation, Grading,
Excavate, Road,
Concrete, Asphalt,
Recycle metal,
and more Clean-ups



Aggregates, R/O Demolition, AS Clean ups
Global Waste Removal, House Clean ups
Property Cleanups, Green Firm Cleanups

DYE, CEM, STACADIPOLY, ...

WORK PERFORMED AT:

(4 PAGES)

City of St. Paul (Contract Analysis)

DATE: 12/28/11

Attn: SUSAN FEYERHERM

P. 651-266-8900
F. 651-266-8919

Enclosed is a bid for 1) 315 LARCH ST. ST. PAUL, MN

Vincent Brown Trucking and Construction, LLC

Vincent Brown
Trucking and
Construction, LLC

Thanks!
Vince
z

P. 612-250-1239
F. 612-588-1699

Contract and Analysis Services

For City of Saint Paul, Ramsey County, and Saint Paul Regional Water Service
Room 280 City Hall/Casert 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-29748-3 Date Issued: December 19, 2011

Description: Labor and equipment to wreck and remove buildings at 315 Larch Street, per specifications dated 12-19-11.

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.

Bid Bond: An original bid bond in the amount of 5% of the total amount is required for bids of \$50,000 or more. Copies will not be accepted.

Project Managers: Dennis Senty, (651) 266-1930 and Matt Dornfeld, (651) 266-9700

Lump Sum Quote: \$ 42,350⁰⁰

Number of Addendum: 0

Deadline for Quotes: Completed Quotes must be received by 2:00 P.M. on December 28, 2011. Quotes can be faxed to 651-266-8919 or sent via US postal mail to the above address. 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.

Company: VINCENT BROWN TRUCKING AND CONSTRUCTION, LLC

Address: 4940 QUEEN AVEN. CITY Mpls State MN Zip Code 55430

Signature: Vincent Brown Date: 12/28/11

By: VINCENT BROWN Title: OWNER

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

Payment Terms: Net 30 days

E.I Number: 349580214 (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: 4940 Queen Ave N. Mpls, MN 55430
 TELEPHONE NUMBER: 612-250-1239 EMAIL: VincentBrownTrucking@gmail.com
 FAX NUMBER: 612-588-1699
 PROJECT NAME: 315 Larch St. St. Paul, MN SOLICITATION NUMBER: A029740-3

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 and Construction LLC</u>	<u>MBE</u>	<u>Demolition</u>	<u>\$ 25,540⁰⁰</u>
<u>Vincent Brown Trucking and Construction LLC</u>	<u>SBE</u>	<u>Trucking</u>	<u>\$ 16,360⁰⁰</u>
<u>Petes Water & Sewer</u>	<u>WBE</u>	<u>sewer & water disconnect</u>	<u>\$ 1,450⁰⁰</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	✓
Where appropriate break out contract work items into economically feasible units to facilitate participation	✓
Obtain a current list of certified SBEs, WBEs, and MBEs (www.govcontracts.org)	✓
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	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: 6%

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	✓
Advertise all job openings on <i>Ramsey County Job Connect</i> (www.jobconnectmn.org)	✓
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unidale Insurance - St Paul 575 University Avenue St. Paul, MN 55103	CONTACT NAME: RTW, Inc.	
	PHONE (A/C No., Ext): 952-893-0403	FA X (A/C No): 952-893-3700
E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED Vincent Brown 4940 Queen Ave N Minneapolis, MN 55430	INSURER(S) AFFORDING COVERAGE	
	INSURER A: MWCARP c/o RTW, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	MNAR-0000009903-7	04/02/2011	04/02/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sole Proprietor is excluded from coverage.

CERTIFICATE HOLDER

CANCELLATION

Ramsey County, (City of St Paul)
 Division of Contracts & Analysis Service
 15 W Kellogg Blvd, Suite 280
 St Paul, MN 55102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Special Conditions Specifications

Q-29740-3

Dated: December 19, 2011

1. ADDRESS & DESCRIPTION:

- 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, an office trailer and multiple metal canopies or roof structures made out of metal racking and sheeting

2. CONTRACTOR TO REMOVE:

- All private concrete steps, stoops, walks, driveways and slabs
- All trees, shrubs and vegetation necessary to facilitate demolition

3. CONTRACTOR TO LEAVE: Nothing

4. QUOTES ARE TO INCLUDE THE FOLLOWING:

- 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.
- Cost of a hazardous waste survey must be included in your lump sum price.
- 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.
- 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. SOD/SEED:

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

6. 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.

7. LEGAL DESCRIPTION OF PROPERTY:

- Pacific Addition to Saint Paul Vac. Alley Accrusing and Lots 15 thru Lot 19 Blk 1

8. OTHER: Successful respondent will be required to complete the "Demolition Contractor Supplemental Report" at the completion of the job.

\$500,000 per employee; \$500,000 per disease policy limit.

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.

HAZARDOUS MATERIALS:

1. **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.
2. **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.
3. 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.
4. **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.

5. **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.
6. 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 Wagner 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 Water Utility within three (3) days of the "Notice to Proceed" to arrange shut offs and water meter(s) removed at (651) 266-6350.

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.

DEMOLITION REQUIREMENTS:

1. 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.
2. 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.
3. **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.**
4. 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.

5. 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.
6. 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.
7. **Inspection:** 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.
8. **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
9. **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

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, and 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.

20. Insurance

A. Contractor shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds.

1. General or Business Liability Insurance
 - \$1,500,000 per occurrence
 - \$2,000,000 aggregate per project
 - \$2,000,000 products/completed operations total limit
 - \$1,500,000 personal injury and advertising

Policy must include an all services, products, or completed operations endorsement.

2. Automobile Insurance

- a. Bodily Injury
 - \$ 750,000 per person
 - \$ 1,000,000 per accident

b. Property damage not less than \$50,000 per accident

3. Workers Compensation and Employers Liability

- a. Workers Compensation per Minnesota Statute
- b. Employers Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
- c. Contractors (Providers) with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a letter verifying their number of employees.

4. General Insurance Requirements

- a. The policy is to be written on an occurrence basis or as acceptable to the City. 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 City's Division of Contract and Analysis Services be given not less than thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy, including, but not limited to, coverage amounts. Agent must state on the certificate if policy includes errors and omissions coverage.
- b. The Contractor shall not commence work until a Certificate of Insurance covering all of the insurance required for this project is approved and the project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extensions periods.
- c. The City reserves the right to review Contractors insurance policies at any time, to verify that City requirements have been met.
- d. Nothing shall preclude the City from requiring Contractor to purchase and provide evidence of additional insurance.

- e. Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of each occurrence and aggregate limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.

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 Contract 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/

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:	<input type="text"/>	Total # of Hours:	<input type="text"/>

(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:	<input type="text"/>	Total # of Hours:	<input type="text"/>

(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 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 _____

EMPLOYER: _____ AA/EEO MANAGER: _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP: _____

E-MAIL: _____

TELEPHONE: (_____) FAX NUMBER: (_____)

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				Number Under-Utilized		
		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. The Department's Web Page is: 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	Male	Female	Minority	Female		Minority	Female	Year	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	= _____



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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

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

Ref. # 29740
JR 11/10/2011

DATE: October 6, 2011
TO: DSI Accountant – For Purchasing Requisition
TO: Contract Services – For Purchase Order

Bids Required no later than: December 27, 2011

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

FROM: Matt Dornfeld and Steve Magner

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.)

1. 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.
2. Also remove all private concrete steps, stoops, walks, driveways and slabs. Remove all trees, shrubs and vegetation necessary to facilitate demolition.
3. Contractor is to Leave: NA
4. 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. 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.
6. **Note:** Provide straw/hay covering on all exposed dirt. Other erosion control measures may be required.
7. 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.
8. The contractor shall retain proof of proper asbestos removal and disposal and if requested by the City, shall submit this for review.
8. 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



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

FIRM 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. 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 _____% 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 this Project _____

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? 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 type="checkbox"/>
Where appropriate break out contract work items into economically feasible units to facilitate participation	<input type="checkbox"/>
Obtain a current list of certified SBEs, WBEs, and MBEs (www.govcontracts.org)	<input type="checkbox"/>
Attend all pre-bid conferences to obtain information about the VOP and the established goals	<input type="checkbox"/>
Request assistance from minority and women community organizations that provide recruitment assistance	<input type="checkbox"/>
Obtain a current list of minority and women publications for advertising purposes	<input type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>
Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, WBEs, and MBEs	<input 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	<input type="checkbox"/>
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	<input type="checkbox"/>

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	<input type="checkbox"/>
Advertise all job openings on <i>Ramsey County Job Connect</i> (www.jobconnectmn.org)	<input type="checkbox"/>
Provide a reasonable amount of time for individuals to submit applications for job opportunities	<input type="checkbox"/>
Develop and implement efforts to conduct aggressive outreach and notification of opportunities	<input 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.



SAMPLE FORM BASED ON \$100,000 BASE BID

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

FIRM NAME: ABC Construction Co.
 CONTACT PERSON: John Doe
 ADDRESS: 1234 Main Street, Saint Paul, MN 55104
 TELEPHONE NUMBER: (555) 123-4567 E-MAIL: DOE@emailaddress.com
 FAX NUMBER: (555) 765-4321
 PROJECT NAME: Public Construction Project SOLICITATION NUMBER: A- 1234

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 5.70% SBE 13.80% WBE 21.50%

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
Kathy's Excavating	WBE	Excavating	\$6,500.00
Bill's Waterproofing	MBE	Waterproofing	\$5,700.00
Mom + Pop Landscaping	SBE	Landscaping	\$13,800.00
Brickmaids Inc.	WBE	Cement Masonry	\$15,000.00

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

5.00% Minorities 3.00% Women 0.00% Disabled Persons

3. Expected number of **new hires** for this Project 7.00. Expected number of **hours (labor)** on this Project 10,000.00

4. Percent of bidder/proposer's workforce for this Project that will be **unskilled minorities**. 2.00%

5. Percent of bidder/proposer's workforce for this Project that will be **skilled minorities**. 3.00%

6. Percent of bidder/proposer's workforce for this Project that will be **women**. 3.00%

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	<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 (www.govcontracts.org)	<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 <u>at least 10 days</u> 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 <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	<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	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>

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 7.00.

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 <i>Ramsey County Job Connect</i> (www.jobconnectmn.org)	<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"/>

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