



Board of County Commissioners Agenda Request

7B
Agenda Item #

Requested Meeting Date: 5/9/2017

Title of Item: Quotes for demo/removal of structures on tax-forfeited lands

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Land Commissioner		Department: Land Department
Presenter (Name and Title): Mark Jacobs		Estimated Time Needed: 10-minutes
Summary of Issue: <p>Quotes for demolition/removal of structures on 4 parcels of tax-forfeited land were received until 2:00 PM on 4/28/2017. Attached is the proposal and breakdown of quotes received.</p> <p>Low quotes are...</p> <p>Project 1 - Dependable Demolition - McGregor = \$4,000</p> <p>Project 2 - Dependable Demolition - McGregor = \$3,500</p> <p>Project 3 - Schrupp Excavating - Pine River = \$5,150</p> <p>Project 4 - DeChantel Excavating - Brainerd = \$ 13,620</p> <p>Total = \$26,270</p>		
Alternatives, Options, Effects on Others/Comments: <p>Dilapidated structures such as these are a growing concern as they are becoming more prevalent on tax forfeited property and the cost of removal is high and typically exceeds the value of the cleared land parcel.</p>		
Recommended Action/Motion: <p>I recommend the low quotes above.</p>		
Financial Impact: <p>Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ 26,270</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i></p>		

Legally binding agreements must have County Attorney approval prior to submission.

Demolition Bids 4-28-17

Name of Bidder	Site 1	Site 2	Site 3	Site 4
	32-1-073902		58-1-006600	
	32-1-073801	02-0-019201	58-1-006400	57-1-019700
Deer River Trucking - Deer River	\$ -	\$ -	\$ -	\$ 28,500.00
Schrupp Excavating LLC Pine Rive	\$ 11,700.00	\$ 3,720.00	\$ 5,150.00	\$ 18,422.00
DeChantel Excavating LLC Brainer	\$ 6,020.00	\$ 7,420.00	\$ 5,920.00	\$ 13,620.00
Tony Lastovich, Hibbing	\$ 5,200.00	\$ 9,400.00	\$ 9,200.00	\$ 26,300.00
Kern Escavating LLC	\$ 5,699.00	\$ 6,725.00	\$ 8,775.00	\$ 21,935.00
Dependable Demolition - McGregor	\$ 4,000.00	\$ 3,500.00	\$ 6,000.00	\$ 14,000.00
Roberts Excavating - Askov	\$ -	\$ -	\$ 6,200.00	\$ -



Aitkin County Land Department

209 2nd St. NW Room 206
Aitkin, MN 56431

218-927-7364

April 10, 2017

To: Certified Demolition Contractors and Asbestos and Regulated Material Abatement Contractors

From: Aitkin County Land Department

Re: Quotes for Demolition and Abatement 2017

The Aitkin County Land Department is seeking quotes for demolition and abatement on the following properties.

BIDS DUE April 28, 2017 at 2:00 PM

Project 1: Cleanup of debris on lot

18079 526th St McGregor, Mn. 55760

PIN# 32-1-073902 and 32-1-073801

Legal Desc – Big Sandy Lake Highlands 5th Addn – Lot 154 less 171x100 feet and less N 220 feet and 100 x 200 feet Lot 155

Project 2: Demo Trailer and remove all personal property

18686 State Hwy 200 Jacobson, Mn. 55752

Jacobson, Mn.

PIN# 02-0-019201

Legal Desc – South 420' of West One Half of Lot 5 Sec 10 Twp 52 Rge 23

Project 3: Demo Trailers and remove personal property

106 N 4th St McGrath, Mn. 56350

PIN# 58-1-006600 and 58-1-006400

Legal Desc – Plat of McGrath – Lots 2 and 3 of Block 6

Project 4: Demo House and remove all personal property

121 Ione Ave Hill City, Mn. 55748

PIN# 57-1-019700

Legal Desc – Bucks Addn to Hill City Lot 10 Blk 14

The following specifications reference the projects listed. Inspection reports for asbestos and regulated materials will be provided upon request.

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AITKIN COUNTY LAND DEPARTMENT

Specifications for Demolition –2017

These specifications shall govern the demolition of structures, abatement of asbestos and regulated materials and site cleanup on State of Minnesota Lands in Trust for Taxing Districts in Aitkin County. All projects are located in Aitkin County. The term "County" will refer to Aitkin County for the purpose of these specifications.

Demolition of identified structures, garbage cleanup, dirt work, and seeding shall be completed by July 15, 2017 weather permitting. The County reserves the right to withhold 20% of total bid price if final dirt work cannot be completed due to weather conditions. Total payment will be made as soon as the total project is complete. Contractor must show a good faith effort to complete as much of the project as possible by July 15, 2017. Contractor must have all required documentation to the County before moving on site. There are 4 sites scheduled for demolition. The sites have public access and may be viewed at any time. Buildings may be locked and may require a key from County Land Department. If you would like to be accompanied by County staff, please call for an appointment.

Instructions to Bidders

The County will provide a map of the site and the inspection for asbestos and regulated materials reports for inspection by bidders. The inspection report provided to bidders is in no way to be used for volume estimates during the bidding process. This document is strictly provided to identify asbestos and regulated materials found on the site. It is the responsibility of all bidders to examine such sites for purposes of bidding. Failure of a bidder to examine a demolition site will not relieve them from any of the provisions of the contract. Submission of a Quote shall be considered as prima facie evidence that such examination has been made by the bidder.

Bidders must accompany their bid with a performance bond or a certified cashier's check payable to the County of Aitkin for the sum of not less than ten percent (10%) of the quote amount within 10 days of the acceptance of the bid. In the event the successful bidder fails or neglects to enter into a contract with the County, and furnish all necessary bonds and insurance, all within ten (10) days of the date of the award, the acceptance of the proposal will be withdrawn.

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Experience Clause

Bidders may be required to furnish a statement showing whether they are now or ever have engaged in any contract or other work similar to that proposed when requested. The name of the companies or agencies for which such work has been done, the name of persons representing said company or agency responsible for the work, and to give such other information as will tend to show his ability to complete the work required by these specifications.

If you have any questions, please contact Cathy Buhlmann at the Aitkin County Land Department at 218-927-7364.

Opening of Quotes

Date of opening – April 28, 2017 at 2:00 PM.

ALL BIDS WILL BE MARKED “2017 Demolition and Abatement.”

The right is reserved by the County to reject any or all quotes. Bids will be accepted by Fax, email, Regular mail, or delivered in person.

County's Right to Terminate the Contract

If contractor is insolvent or commits any act of bankruptcy, or if contractor fails, for a period exceeding 48 hours, to supply sufficient manpower and material to diligently prosecute the work or shall otherwise breach its obligations under this contract, the County may terminate this contract for cause, exclude contractor from the work site and finish work by means as it may see fit.

In the event of such termination, Contractor shall supply the County with a statement of its uncompensated costs incurred prior to the effective date of such termination and the County shall within 30 days verify the amount claimed and pay such amount to Contractor along with any retainage held by the County, provided that if the termination is for cause (such as Contractor's bankruptcy or breach), the County shall be entitled to retain an amount sufficient to offset damages incurred by the County as a result of Contractors breach.

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Contractor Responsibilities

- Contractor will submit the Minnesota Pollution Control Agency (MPCA) Intent to Demo notification and follow time restraints of that notification before work begin. The County will be provided a copy of the submitted notification before work can begin.
- Contractor agrees to hire, supervise, pay, provide transportation and have required insurance for all subcontractors and employees.
- Contractor will accept responsibility in regards to protecting the site and adjacent property from damage as a result of the demolition and or abatement process.
- No part of the structures or foundations of structures will be buried or left on site. Any voids left from foundations will be filled by the contractor. The contractor will provide and install clean fill for this purpose. All concrete and bituminous driveway surfaces will be removed from site at the contractors expense.
- Any wells, outhouses, or septic systems on the site will be sealed and abandoned under current MPCA regulations and requirements by the contractor at the contractors' expense if so directed by the county on the individual sites. Well and Boring Sealing Record must be provided to the County before final payment is made.
- Contractor will provide and install erosion control devices if needed to protect exposed soil during demolition.
- Contractor will provide final grading suitable for mowing and free of walking hazards. This includes but is not limited to the building site free of holes, exposed tree roots, steep grade changes, and all exposed soil covered with back dirt. All exposed soil areas will be covered with at least 3" of black dirt and seeded with a mixture of MNDOT Seed Mixture 330 at 85lbs per acre.
- Contractor shall contact the appropriate electric company to verify that power has been disconnected before work begins.
- Contractor will make provisions to complete work during County working hours so that final inspections can be completed as required.
- Contractor shall provide the County with proof of an underground utility locate before moving any equipment on site. This will be in the form of a locate number.
- Contractor will accept responsibility for all materials removed from the site and disposal of said material will be done in accordance with all Minnesota Pollution Control Agency regulations.
- Contractor shall provide all necessary equipment required to perform work including safety equipment for the contractors employees required to safely perform the demolition or abatement.
- Contractor shall diligently prosecute the work, providing sufficient manpower, materials and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in the specifications attachment. Contractor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean. If there is an

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adjoining neighbor close by the work may need to be kept thoroughly wetted to prevent an undue amount of dust. Contractors shall at all times coordinate its work and cooperate with the County.

- Contractor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Contractor shall promptly pay all laborers, subcontractors or material men connected with the work and if any shall file liens against the work, contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and material men for all work done prior to such payment.
- Survey markers will be marked in the field with flagging and paint, and labeled on the site map. Damage to any of these markers is prohibited. Flagged or painted survey monuments or reference objects, which are damaged or destroyed during contract operations, must be properly replaced by a Registered Land Surveyor hired by the contractor. The cost of this replacement shall be the sole responsibility of the contractor.
- Contractor shall contact the County before moving any equipment or personnel on the site to begin work.
- Contractor shall remove all trees that are damaged as part of the demolition of structures. The stumps from removed trees will be removed or ground in-place from each tree removed.
- The County does not guarantee salvage items in any way. Contractor shall retain the rights and responsibilities associated with all salvage items on property. Salvage items do not include dirt or minerals. The risk of loss with regards to salvage items goes to the contractor.

Inspection and Penalties

- The Contractor shall contact the County before moving off site. If the contractor moves off site before a final inspection is completed, they may be asked to come back to the site for additional work without compensation and payment will held until requested work is completed.
- Burning of any materials, trees, or brush on site is strictly prohibited and may result in fines from local fire authorities.
- On sites with City utilities, the Contractor is required to have a City Employee sign a waiver stating they have inspected the disconnection of utilities and agree they have been done in accordance with City specifications. Failure to provide a signed waiver upon completion of the work may result in a

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reduction in payment equal to the cost of exposing disconnected utilities for inspection.

- The Contractor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their bid and another bid required to complete the work. Associated fees required to re-bid the work will be included with the liquidated damages.

County Responsibilities

- Provide access to the site for equipment and personnel
- Provide verification of project area and property lines in the field
- Provide a MPCA Intent to Demo form for the Contractor to submit

County's Rights

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Contractor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract. No payment by the County of any sums due pursuant to this contract shall be interpreted as a waiver of any defect in labor and materials.

County shall have the right to order changes in the work at any time. Contractor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, contractor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind speed.

Insurance & Other Requirements

- Shall maintain General Liability Insurance to include coverage of \$500,000 per claimant and \$1,500,000.00 per occurrence.
- Shall maintain automobile liability coverage of \$500,000 per claimant and \$1,500,000.00 per occurrence.
- Shall maintain Minnesota statutory limits of workers compensation and employers liability insurance.
- Shall name the County as an additional insured and shall provide the County with a certificate of insurance before work commences.
- Shall hold harmless and indemnify the County for any and all claims caused either in whole or in part by the contractor.
- Shall have the duty to comply (without County supervision) with all applicable labor laws and provide appropriate safety measures based on relevant OSHA standards.

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- Shall have the duty to comply (without County supervision) with all applicable State and Federal labor laws regarding discrimination, wages, benefits, and other conditions of employment.
- Shall provide performance and payment bonds as required by Minnesota statutes.
- Must have a current W9 on file with the County.
- Must not be delinquent in the payment of Federal, State or Local taxes.
- Is hereby notified that in the event of default, any and all means shall be used by the County to recover damages and fees from the Contractor. All disputes that require judicial action shall be filed in Aitkin County District Court.

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AGREEMENT

In consideration of the mutual covenants contained herein, the parties hereto hereby agree:

1. That the undersigned Contractor agrees to demolish and/or abate regulated materials for the County on the State of Minnesota in Trust for Taxing Districts on the properties identified.
2. That said demolition and abatement shall be performed in accordance with Aitkin County's Specifications, a copy of which Specifications are attached hereto and made a part thereof.
3. That the Contractor shall be responsible for providing all necessary tools and equipment and transportation necessary for the performance of this Agreement.
4. **The Contractor will complete demolition and or abatement of all regulated materials as specified for the following price.**

Bid for work to be done

Project 1 PIN#32-1-073902 and 32-1-073801	\$ _____
Project 2 PIN#02-0-019201	\$ _____
Project 3 PIN#58-1-006600 and 58-1-006400	\$ _____
Project 4 PIN#57-1-019700	\$ _____

5. It is specifically understood and agreed by and between the parties hereto that the Contractor performs this contract as an independent contractor, and is not an employee of the County, Township, or any of its agencies. The Contractor is responsible for providing all necessary insurance for his or her own protection, as well as being responsible for payment of all applicable taxes.
6. The contractor certifies that he has provided the 10% surety bond and proof of insurance to the County.

Date

Contractor

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Project 1 – PIN # 32-1-073902 AND 32-1-073801



All debris to be removed that is on the property. Septic system to be capped and remain on property.

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Project #2 – PIN #02-0-019201



Trailer to be removed and/or demolished. All personal property to be removed from the property. Well and septic system to be removed from the property.

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Project 3 – PIN #s 58-1-006600 and 58-1-006400



Remove both trailers and all
personal property



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Project 4 - 57-1-019700



Demo building and clean up all debris/personal property.

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