

CONTRACT

THIS AGREEMENT, made and entered into this 7th day of June, 2013, by and between the City of Minot, a municipal corporation in the County of Ward and the State of North Dakota, party of the first part; and, Dig It Up Backhoe Service, Inc., party of the second part, WITNESSETH:

THAT WHEREAS, the City Council of the City of Minot called for bids for:

Project No. 3755 – Structure Demolition and Site Restoration

WHEREAS, on the 3rd day of June, 2013, at 6:30 o'clock PM the City Council, being in session, did determine that Dig It Up Backhoe Service, Inc. was the lowest and best bidder for the work herein specified and the City Council authorized and directed the Mayor and the City Clerk of the City of Minot to enter into a contract with the said party of the second part, for the construction of such work.

NOW, THEREFORE, the party of the second part, in consideration of the premises and the agreements of the party of the first part, hereinafter set forth, does hereby agree to construct the work herein specified in accordance with the plans and specifications duly approved by the City Council and on file in the office of the City Clerk of the City of Minot, a copy of which said party of the second part acknowledges to having received, and to construct such work herein provided in accordance also with its bid and offer, which is as follows, to wit:



SECTION 00 41 00

BID FORM
for
Structure Demolition and Site Restoration
City of Minot, ND

Bidder's Full Legal Name (Business Entity or Individual) Name or Names, if Joint Venture)	DIG IT UP BACKHOE Svc, Inc.
Trade Name (if Applicable)	
Address	800 1103 rd Ave SE
City, State, Zip	Minot, ND 58701
Telephone	(701) 722-3315
ND Contractors License Number	44028
Classification(s)	A
ND Waste Hauler's Permit No. (MSW)	WH-1255

THIS BID IS SUBMITTED TO:
City of Minot Finance Department
PO Box 5006, Minot North Dakota, 58702
or delivered to:
City Clerk at 515 2nd Ave SW, Minot, ND, 58701

GENERAL STATEMENTS

1. The Bidder understands that he/she is bidding on a Contract funded with Federal dollars and administered by the City of Minot, ND. The Bidder understands that debarment by either the City of Minot or the Federal government will make him/her ineligible.
2. The Bidder understands that all work must be completed in accordance with CDBG program requirements, including Section 3.
3. Bidder hereby certifies that work performed will meet or exceed Federal, State, and local regulations. Proposer understands that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.
4. The Bidder identified above, in compliance with your Advertisement for Bids, having examined the Bidding Documents being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish



all supervision, labor, materials, equipment and supplies and to complete the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

5. Bidder hereby agrees to commence work under this contract within 48 hours of the date to be specified in the written "Notice to Proceed" from the Owner and to fully complete the work specified in the Contract Documents before September 15th, 2013. The Contract may be extended for one optional period for an additional two (2) months. Exercising the option to extend the Contract shall be based on the need for continuing demolition and debris removal and must be put in writing between the Owner and the Contractor. The total duration of the Contract, including the option period, shall not exceed six (6) months.
6. Bidder understands that at least 10% of project funds will be retained for 30 days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.
7. Bidder accepts all of the terms and conditions of the Bidding Documents. Bidder will sign the Agreement and submit the required Bonds and other documents required by the Bidding Documents within the specified timelines.
8. In submitting this Bid, Bidder makes all representations required by the Information for Bidders and Contract Documents and further warrants and represents that the Bidder has examined copies of all the Bid Documents, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No. <u>1</u>	Dated <u>4-26-13</u>	No. _____	Dated _____
No. <u>2</u>	Dated <u>5-03-13</u>	No. _____	Dated _____
No. <u>3</u>	Dated <u>5-16-13</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

9. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included with the Bidding Documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Bidding Documents.

REPRESENTATIONS, WARRANTIES, AND CERTIFICATIONS

10. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and other Bidding Documents, and further warrants and represents that:
 - (a) Bidder has familiarized himself with the Work required by the Bidding Documents, the locale where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.



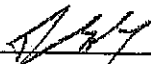
- (b) Bidder has given the Program Administrator written notice of the Bidding Documents requirements that might restrict competition or be ambiguous and the written resolution thereof by Program Administrator is acceptable to Bidder.
 - (c) Bidder has given Program Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by PROGRAM ADMINISTRATOR is acceptable to Bidder.
 - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - (e) Bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for Bidder.
 - (f) No part of the contract price received by Bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with construction of the public building or project were in the regular course of their duties for Bidder.
 - (g) Neither Bidder nor any member of his company has divulged information regarding said Bid or any data relative thereto to any other person, firm or corporation.
 - (h) Neither the Bidder nor any of its proposed Subcontractors at any tier is on the List of Parties Excluded from Federal Procurement of Non-Procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, 'Debarment and Suspension', as set for the at 2 CFR Part 2424 and 24 CFR Part 24.
 - (i) All statements contained in said Bid are true and correct.
 - (j) Bidder will use the Subcontractors listed in Attachment A of this Bid Form in performing the Work, and will use no other Subcontractors without the prior approval of the Program Administrator.
 - (k) The Bidder agrees that the Work shall be completed before September 15, 2013 as stipulated in the Bidding Documents. A Bid Bond with Power of Attorney or a cashier's check in the amount of 5% of the Bid is attached and made a part of this Bid.
11. Bidder agrees to complete the Work for the Unit Prices included in the attached Bid Schedule. Bidder understands that all quantities shown in the Bid Schedule are to be used only (a) as a basis for estimating the probable cost of the Work, and (b) for the purpose of comparing the Bids submitted for the Work. The actual quantities of Work done and materials furnished under unit price items may differ from the estimated quantities.



EXECUTION, DECLARATION OF AUTHORIZATION AND ACCURACY

12. Pursuant to 28 U.S.C. §1746, I declare under the penalty of perjury that I am authorized to submit the foregoing Bid on behalf of the identified Bidder (if the Bidder is a corporate or other business entity) or on my own behalf (if the Bidder is an individual), and the information presented in the foregoing Bid Form is true and correct.

Executed on this the 2nd day of May, 2013.

Signature of Individual or Representative	
Printed Name of Individual or Representative	Travis Bohl
Title, if Person Executing is a Representative	Owner / President

END OF SECTION

The CONTRACTOR agrees to complete said work under the direction and supervision and subject to the approval of the City Engineer, or engineer in charge of the project if consulting engineers have been retained for this project.

The CONTRACTOR further agrees that the City Council of the City of Minot does hereby reserve the right, in case of improper construction under this contract, to suspend work thereon at any time and to re-let said Contract therefrom or to order a reconstruction of said work or any part thereof improperly done, and that any additional cost occasioned thereby shall be deducted from the amount that would otherwise have been due to the CONTRACTOR under his said contract herein, and shall be charged against him. The CONTRACTOR further agrees that the work shall be completed not later than the time stated in the specifications or any time extensions granted.

It is further understood and agreed by and between the CITY and the CONTRACTOR that the said Contract Documents herein referred to on file in the office of the City Clerk of the City of Minot, shall be considered to be and are hereby made a part of the contract as fully and completely as though written herein at length and the CONTRACTOR acknowledges that he is fully informed as to the contents of the said plans and specifications herein referred to.

Final acceptance shall be deemed to be the date on which City Council approves final payment.

It is further understood and agreed that upon the CONTRACTOR performing the work designated in this contract, within the time therein provided, that the City Council of the City of Minot will from time to time, at its discretion, as the work progresses, pay to the CONTRACTOR upon the estimates made by the City Engineer of the amount already earned under this contract on the said work, ninety percent (90%) of the amount shown by such estimate to have been earned in current funds from the CDBG-DR AND STATE OF ND WATER COMMISSION FUNDS and upon the full completion, and the approval of the same by the City Engineer of the City of Minot, and the City Manager, the CITY will pay the balance due therefore at the prices set forth in the bid, hereinbefore recited in the manner hereinbefore set forth.

It is further understood and agreed that all of the work under this contract shall be paid for only in current funds from the funds above mentioned, and the CITY shall in no case be liable on this or any other Contract for the construction of such work for any sum whatsoever to be paid by money raised by general taxation and that the party of the CITY assumes and incurs no general liability under this contract.

The CONTRACTOR further undertakes and agrees that he will protect, indemnify and save harmless the said City of Minot from any and all damages and liability whatsoever, on account of any accident or injury which may occur or be caused directly or indirectly to any one on account of the construction of said work by the CONTRACTOR or by any excavations or obstructions which may be placed in the project area by the CONTRACTOR part in connection with the work or otherwise. The CONTRACTOR further agrees to pay all taxes applicable to this work hereunder, and keep all employees fully covered by workmen's compensation and pay all premiums due therefore promptly when due.

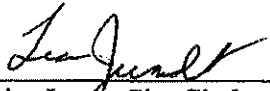
IN WITNESS WHEREOF, the party of the first part has caused this contract to be executed by the

Mayor in its name and countersigned and attested to by its City Clerk, and its corporate seal to be hereunto affixed, and the party of the second part has hereunto caused this contract to be executed by its officers thereunto duly authorized.


CITY OF MINOT

(Corporate Seal)

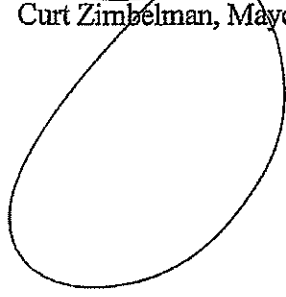
ATTEST:



Lisa Jundt, City Clerk




Curt Zimbelman, Mayor



(Corporate Seal)

ATTEST:

BY 
Its President

Its _____



CITY OF MINOT, ND

BID SCHEDULE

PROJECT NO. 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION

ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED	QUAN.	UNIT PRICE	EXTENDED
			CATEGORY A - C&D STRUCTURES			CATEGORY B - RACM STRUCTURES		
00001	Main Structure Removal, Single Story, Basement (0 to 499 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 2800.00	\$ 2800.00	0	N/A	N/A
00002	Main Structure Removal, Multiple Story, Basement (0 to 499 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 3220.00	\$ 3220.00	0	N/A	N/A
00003	Main Structure Removal, Single Story, Basement (500 to 999 sf under roof) Including Attached and Detached Structures	EACH	7	\$ 5500.00	\$ 38500.00	0	N/A	N/A
00004	Main Structure Removal, Multiple Story, Basement (500 to 999 sf under roof) Including Attached and Detached Structures	EACH	4	\$ 5800.00	\$ 23200.00	0	N/A	N/A
00005	Main Structure Removal, Single Story, Basement (1000 to 1499 sf under roof) Including Attached and Detached Structures	EACH	10	\$ 9124.00	\$ 91240.00	1	\$ 30000.00	\$ 30000.00
00006	Main Structure Removal, Multiple Story, Basement (1000 to 1499 sf under roof) Including Attached and Detached Structures	EACH	12	\$ 9300.00	\$ 111,600.00	1	\$ 30000.00	\$ 30000.00
00007	Main Structure Removal, Single Story, Basement (1500 to 1999 sf under roof) Including Attached and Detached Structures	EACH	8	\$ 13000.00	\$ 104,000.00	0	N/A	N/A
00008	Main Structure Removal, Multiple Story, Basement (1500 to 1999 sf under roof) Including Attached and Detached Structures	EACH	8	\$ 13625.00	\$ 109,000.00	0	N/A	N/A
00009	Main Structure Removal, Single Story, Basement (2000 to 2499 sf under roof) Including Attached and Detached Structures	EACH	3	\$ 17493.00	\$ 52479.00	0	N/A	N/A
00010	Main Structure Removal, Multiple Story, Basement (2000 to 2499 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 18000.00	\$ 18000.00	0	N/A	N/A



00011	Main Structure Removal, Single Story, Basement (2500 to 2999 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 22,500. ⁰⁰	\$ 22,500. ⁰⁰	0	N/A	N/A	
00012	Main Structure Removal, Multiple Story, Basement (2500 to 2999 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 23,500. ⁰⁰	\$ 23,500. ⁰⁰	0	N/A	N/A	
00013	Main Structure Removal, Single Story, Basement (3000 to 3499 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 27,000. ⁰⁰	\$ 27,000. ⁰⁰	0	N/A	N/A	
00014	Main Structure Removal, Multiple Story, Basement (3000 to 3499 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 28,000. ⁰⁰	\$ 28,000. ⁰⁰	0	N/A	N/A	
00015	Main Structure Removal, Single Story, Basement (3500 to 3999 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 34,000. ⁰⁰	\$ 34,000. ⁰⁰	0	N/A	N/A	
00016	Main Structure Removal, Multiple Story, Basement (3500 to 3999 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 35,500. ⁰⁰	\$ 35,500. ⁰⁰	0	N/A	N/A	
00017	Main Structure Removal, Single Story, Basement (over 4000 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 38,000. ⁰⁰	\$ 38,000. ⁰⁰	0	N/A	N/A	
00018	Main Structure Removal, Multiple Story, Basement (over 4000 sf under roof) Including Attached and Detached Structures	EACH	1	\$ 39,000. ⁰⁰	\$ 39,000. ⁰⁰	0	N/A	N/A	
		Total Sites	63	Subtotal Item A	\$ 801,539. ⁰⁰	2	Subtotal Item B	\$ 100,000. ⁰⁰	
								Total Items A & B	\$ 861,539. ⁰⁰



PROJECT NO. 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION

CATEGORY C – VACANT LOTS (NO MAIN STRUCTURE)

ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED A
			CATEGORY C - Concrete Removal		
00019	Basement Removal (500 to 1499 sf) including Detached Structures	EACH	1	\$ 1873.75	\$ 1873.75
00020	Basement Removal (1500 to 2499 sf) including Detached Structures	EACH	1	\$ 4373.25	\$ 4373.25
00021	Detached Structure Removal (0 to 999 sf under roof)	EACH	1	\$ 1148.85	\$ 1148.85
00022	Detached Structure Removal (1000 to 1999 sf under roof)	EACH	1	\$ 2998.50	\$ 2998.50
00023	Detached Structure Removal (20000 to 2999 sf under roof)	EACH	1	\$ 5248.25	\$ 5248.25
00024	Concrete Removal (0 to 999 square foot)	EACH	1	\$ 999.00	\$ 999.00
00025	Concrete Removal (1000 to 1999 square foot)	EACH	1	\$ 2998.50	\$ 2998.50
00026	Concrete Removal (2000 to 2999 square foot)	EACH	1	\$ 3748.75	\$ 3748.75
00027	Concrete Removal (3000 to 3999 square foot)	EACH	1	\$ 4998.75	\$ 4998.75
00028	Concrete Removal (over 4000 square foot)	EACH	1	\$ 6000.00	\$ 6000.00
		Total Sites	5	Subtotal Item C	34387.00



PROJECT NO. 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION

CATEGORY D – SUPPLEMENTAL BID ITEMS

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
00029	Vehicle Removal and Disposal	EACH	1	\$ 100.00	\$ 100.00
00030	Vessel Removal and Disposal	EACH	1	\$ 100.00	\$ 100.00
00031	Asbestos Abatement - Floor Material	SF	3,200	\$ 3.00	\$ 9600.00
00032	Asbestos Abatement - Roofing Material	SF	300	\$ 3.00	\$ 900.00
00033	Asbestos Abatement - Ceiling Material	SF	20,000	\$ 6.50	\$ 130,000.00
00034	Asbestos Abatement - Wall Material	SF	20,000	\$ 6.00	\$ 120,000.00
00035	Asbestos Abatement - Misc Duct Insulation	SF	1200	\$ 11.00	\$ 13200.00
00036	Asbestos Abatement - Attic/Wall Insulation	SF	1500	\$ 12.00	\$ 18000.00
00037	Asbestos Abatement - Flue Pipe	LF	10	\$ 10.00	\$ 100.00
00038	Asbestos Abatement - Electrical Wiring	LF	10	\$ 1.00	\$ 10.00
00039	Asbestos Abatement - Transite Siding	SF	200	\$ 1.75	\$ 350.00
00040	Asbestos Abatement - Caulking and Window Glaze	Per Window	30	\$ 55.00	\$ 1650.00
00041	Removal of Tree and Stump - greater than 8" and up to 36" Dia.	EACH	1	\$ 125.00	\$ 125.00



ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
00042	Removal of Tree and Stump -greater than 36" Dia.	EACH	1	\$ 480.00	\$ 480.00
00043	Removal of Tree Hangers	All Per Tree	1	\$ 175.00	\$ 175.00
00044	Removal of Stump greater than 8" and up to 36" Dia.	EACH	1	\$ 50.00	\$ 50.00
00045	Removal of Stump greater than 36" Dia.	EACH	1	\$ 95.00	\$ 95.00
00046	Topsoil	CY	3,500	\$ 10.00	\$ 10.00
00047	Borrow	CY	11,600	\$ 12.00	\$ 12.00
00048	Site Seeding	EACH	65	\$ 420.00	\$ 420.00
00049	Fence Removal and Disposal	LF	1,000	\$ 3.00	\$ 3.00
00050	Buried ACM Debris Removal and Disposal (Extra Work where Required by Engineer)	CY	5	\$ 50.00	\$ 50.00
00051	Buried Non-ACM Debris Removal and Disposal (Extra Work where Required by Engineer)	CY	5	\$ 50.00	\$ 50.00
00052	In-ground Swimming Pool Removal and Disposal	EACH	1	\$ 1900.00	\$ 1900.00
				Subtotal Item D	\$ 500635.00
TOTAL BID PRICE FOR CATEGORIES A, B, C AND D			1,396,561.60		



PROJECT NO. 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION

CATEGORY E – ALTERNATE BID ITEMS

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
00053	Sanitary Sewer Service Lateral Disconnect from Curb Stop to Main	EACH	65	\$ 2000. ⁰⁰	\$ 130,000. ⁰⁰
00054	Water Service Disconnect from Curb Stop to Main	EACH	65	\$ 2000. ⁰⁰	\$ 130,000. ⁰⁰
00055	Sod Installation (Extra Work where Required by Engineer)	SY	100	\$ 20. ⁰⁰	\$ 2,000. ⁰⁰