Limited English Proficiency (LEP) Attention: If you want help translating this information, call - Hmong - Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, Amy 651-266-6568; Spanish - Atención. Si desea recibir asistencia gratuita para traducir esta información, llame a Amy Filice al 651-266-6568; Somali - Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac, Amy Filice 651-266-6568.

Housing and Redevelopment Authority
25 W 4th Street, 1400 City Hall Annex
Saint Paul, MN 55102

Request for Bid

Solicitation # D-2013-001 **Date advertised: Friday, November 15, 2013**

Bid Submission Deadline: 3:00 PM, Tuesday, November 26, 2013

Description: Provide all Labor, Materials, Equipment, Services and Incidentals necessary for demolition, deconstruction, site clearing/restoration, and seeding of each property (site address) listed below:

1. The **residential structure with basement located at 950 Jessamine Avenue, Saint Paul, MN, 55106-3702 (Ward 6, District 5)**; described as Eastville Heights Lot 12, Block 4, according to the recorded plat thereof, and situate in Ramsey County, MN.

LUMP SUM BID $_____

Bid Submitted by:

Name:_____ Title: _____

Company Name: _____

Street Address: _____

City:_____ State:_____ Zip Code: _____

Phone #: _____ Fax #: _____

E-Mail Address: _____

Federal Tax ID #: _____

I have read and understand all of the solicitation documents. This submission is made in accordance with the terms and conditions outlined in the advertised bid solicitation documents.

Signature: _____ Date:_____

NOTE: HRA/PED, at its sole discretion, reserves the right to award a purchase order contract for this parcel to the lowest responsible bidder meeting all HRA, City, County and specification requirements.

Public Bid Openings/Public Information Pursuant to Minn. Stat. § 13.591, subd. 3.

This bid will be opened at the time and place indicated in this document. Data submitted by a bidder are private or nonpublic until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount, including any discounts for early pay, specified in the response, are read and become public. A tabulation of the public information will be available within 48 hours, or longer if the bid is part of a complex project.

It is the policy of the City of Saint Paul not to provide solicitation results over the phone. Please call (651) 266-6689 to request a tabulation.

All other data in a bidder's response to a public bid is private or nonpublic data until completion of the selection process. "Completion of the selection process" means that the City has completed its evaluation and has ranked the responses. After the City has completed the selection process, all remaining data submitted by all bidders is public, with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. Any statement by a bidder that submitted copyright or otherwise protected data does not prevent public access to the data contained in the bid.

If all responses to a request for bids are rejected prior to completion of the selection process, all data; other than that made public at the bid opening, remains private or non public until a resolution of bids results in completion of the selection process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the selection process, the data remains public. If a resolution of bids does not occur within one year of the bid opening date, the remaining data becomes public

Standard City Demolition Specification
Department of Planning and Economic Development (PED)

Furnish all labor, materials, equipment and services necessary or incidental to the Wrecking and Removal of structures and appurtenances in accordance with these specifications.

Legal Requirements

PERFORMANCE BOND/PAYMENT BOND: A performance and a payment bond each in the total amount of the contract will be required on projects of $75,000 or more.

1. Insurance

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

A. Public Liability Insurance

1)	Bodily Injury	$ 1,500,000	each occurrence
		$ 2,000,000	aggregate
2)	Property Damage	$ 1,500,000	each accident
		$ 2,000,000	aggregate

3) Policy must include an “all services, products, or completed operations” endorsement.

B. Automobile Insurance

1)	Bodily Injury	$ 750,000	per person
		$ 1,000,000	per accident

2) Property damage not less than $50,000 per accident

C. Workers Compensation and Employer’s Liability

1) Worker’s Compensation per Minnesota Statute

2) Employer’s Liability shall have minimum limits of $500,000 per accident; $500,000 per employee; $500,000 per disease policy limit.

3) Contractors (Providers) with 10 or fewer employees who do not have Worker’s Compensation coverage are required to provide the City/HRA with a letter verifying their number of employees.

D. General Insurance Requirements

1) The policy is to be written on an occurrence basis or as acceptable to the City/HRA. 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.

2) 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.

3) The City/HRA reserves the right to review Contractor's insurance policies at any time, to verify that City requirements have been met.

4) Nothing shall preclude the City/HRA from requiring Contractor to purchase and provide evidence of additional insurance.

5) 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.

Abatement/Survey (Contractor or Subcontractor) and Additional Insured Requirement:

2. Pollution Control Liability

Contractor is required to provide Contractors and Engineers "Asbestos and Pollution Liability" coverage either through the Contractors insurance company or the Contractor's subcontractors insurance company. **The minimum coverage amount of insurance is $2,000,000 Each Occurrence.**

The Contractor is required to furnish the City/HRA with their (or their subcontractor's) insurance certificate before a contract is approved. The City/HRA reserves the right to ask for a copy of the Contractor's or subcontractor's "Contractors and Engineers Pollution Liability Policy" before approving a contract. The City/HRA 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 HRA, are hereby named as additional insureds with a cross suits liability endorsement on the "Contractors and Engineers Pollution Liability Policy" for survey and/or abatement of any pollution exposure, including, but not limited to asbestos, lead, and mercury.

If coverage is by the Contractor's insurer: The City of Saint Paul and the HRA are hereby named as additional insureds with a cross-suits liability endorsement on the "Contractors and Engineers Pollution Liability Policy" for survey and/or abatement of any pollution exposure, including; but not limited to asbestos, lead and mercury."

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.

The Contractor must name the HRA, Ramsey County, and the City of Saint Paul as additional insureds on existing polices. Policies must be written in the occurrence form. None of the policies are to be issued on a "claims-made" basis.

3. Hold Harmless

The Contractor shall indemnify, save and hold harmless, protect and defend the City, HRA, and County from all claims, actions, or suits of any character brought for or on account of any claimed or alleged damages or injuries arising directly or indirectly from the Contractor's acts or omissions while performing the work under this agreement.

4. Additional Insurance

Nothing contained herein shall preclude the City of Saint Paul or the HRA 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/HRA; and such additional insurance as may be demanded by the City/HRA shall be in addition to, and not in lieu of, other insurance required.

5. Hazardous Materials

A. **Asbestos Abatement:** The Contractor shall comply with all state statutes and local requirements concerning the removal and disposal of asbestos that includes more than ten (10) linear feet of ACM wrapped heating, water pipes, furnace ducts, etc; or more than six (6) square feet of ACM ceiling spray texturizer, wall spackle, ceiling tiles, furnace insulation, wallboard, cement board, mastic, and non-vinyl asbestos-containing flooring. For information about residential asbestos abatement, please call the Asbestos Abatement Unit of the Department of Health at (651) 627-5044.

B. **Other Types:** The proper disposal of hazardous waste is considered a very serious matter by the Health department. Contractors are to alert PED/HRA at (651)266-6689 immediately upon encountering unknown wastes that may be considered hazardous, including fuels, leaking storage tanks, surface spills, suspicious odors, etc; and instructions will be provided for identifying and determining proper disposition as well as possible additional compensation.

C. All hazardous/household waste 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; the MPCA, Jackie Deneen at (651) 297-5847; and Ramsey County, Greg Lamere at (651) 266-1184.

D. **Special Note:** Sometimes the EPA considers vendors who do multiple demolitions for the City/HRA during the year as falling under "scattered site demolitions". <u>Therefore, all demolition contractors are advised to make certain that they, as well as their hazardous materials removal subcontractors, make the necessary notifications required by the EPA and Ramsey County.</u>

E. **Bid Procedures Hazardous Materials Abatement:** If an asbestos/hazardous materials building survey is available, that information will be attached and included with the

bid specifications; and the price for said **Hazardous Materials abatement shall be included in the demolition bid price.** For those properties where such building surveys are not included with the bid specifications, the successful bidder will be required to obtain and submit a Hazardous Materials building survey of their own; and on the basis of that survey, submit price(s) for building asbestos/hazardous waste abatement of all site building(s) prior to the demolition; for City/HRA review, acceptance, and inclusion in a follow-up change order to the Purchase Order Contract. The City/HRA reserves the right to request more than one quotation on Hazardous Materials abatement from the successful contractor.

In the absence of any Hazardous Materials Survey, the Contractor shall assume that there is typically one of each type of appliance, as well as; a minimum of one mercury thermostat, five fluorescent fixtures & ballasts, and five (5) yards of mixed municipal waste for each single family dwelling. Disposal of these shall be included in your bid price. If the structure is a multi-family dwelling, the Contractor shall multiply these items by the number of family dwellings on the premises. If these quantities are exceeded, the Contractor shall submit a copy of the itemized invoice from the Contractor's dump site operator to PED/HRA's engineer for verification/review of the excess disposal costs. No additional labor or handling charges will be reimbursed the Contractor. Contractor(s) shall retain proof of proper asbestos/hazardous waste removals including disposal locations/protocol and all documentation submittals as required by all State, County, and local agencies before final payment will be processed.

General Contract Requirements

1. References

Prior to the award of the project, the City/HRA 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/HRA reserves the right to reject vendors that are deemed not meeting the appropriate references or available equipment/personnel requirements.

2. Permits/Licenses/Water Shut off

A. Contractor shall obtain and pay for all permits and licenses within five (5) working days . A wrecking permit is required to demolish buildings. Permits may be obtained in 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 five (5) working days of the "Notice to Proceed" to arrange shut offs and water meter(s) removed at (651) 266-6350.

3. Site Inspection

A. The Contractor should inspect the site to clearly understand the work specified. Any questions, contact the HRA Project Manager at (651) 266-6689.

B. The Contractor shall simultaneously give 10 day written notification to both Ramsey County* and the MPCA prior to beginning demolition operations. The same fully executed form (Minnesota Pollution Control Agency Notification of Intent to Perform a Demolition) may be used for both entities. (*See Exhibit "B" attached of these specifications.)

4. Waste Management

A. Contractors shall actively work with Ramsey County to establish and implement specific waste management plans for each demolition site/parcel address herein incorporating County comments/recommendations as required.

5. Demolition Requirements

A. **Demolition work** shall consist of complete removal* of all site structures(s) and their contents; together with all foundation walls**, footings, floor slabs as well as removal of all man-made surface features; including any stairs, stoops, steps, concrete walks, slabs, curbing, wheel stops, other miscellaneous footings; clothes poles, fences, signs, bollards; designated trees and shrubs/bushes; and all other site features and debris on the property. 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 properly disposed of in accordance with all federal, state, county and city laws, ordinances, codes and statutes.

Leave in place all public sidewalk/boulevard improvements including carriage walks, hydrants, street signs, street lights, curbs and gutters, trees, sod, access aprons, etc. Also, any paved alleys serving the neighborhood as well as any immediate utilities (or utility connections) serving adjacent neighboring property(ies); shall remain in tact and continuously protected at all times throughout demolition operations. Any such damages to the adjacent public/private property(ies) or utilities that occur as a result of the Contractor's negligence or otherwise attributed to their demolition activities hereunder; shall be satisfactorily repaired, restored, or replaced in kind all at the Contractor's sole expense.

Total foundation removal is required (unless specifically noted otherwise) in accordance with sound demolition practices. 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.

*Additional items include gas piping, water piping, sewer pipes, electrical wires, wires, service conduit(s), television cables, etc. must be properly terminated, plugged, sealed, and capped in accordance with the specific instructions of each responsible utility company.

** Where foundation walls support public walks or need to remain to provide structural support/integrity to adjacent property(ies); remove those foundation walls below grade as necessary and step end return walls at 60˚ from footing grade to surface grade to act as support buttresses for remaining walls left in place.

B. **If demolition site is left unattended**, the Contractor shall provide and install barricade fencing and/or warning tape, sufficient to adequately protect the safety of or warn the public. It is the Contractor's responsibility to provide a safe and secure 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.

C. **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.

D. **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 sodded or seeded at a rate which is conducive to good growth and rapid coverage of the dirt. Unless otherwise noted, seeding shall begin about latter April and continue throughout the summer/fall until the ground freezes or a major snowfall occurs. Erosion control measures shall be used and may incorporate the use of turf sodding, staking, silt fencing, straw and hay covers.

E. **Inspections:** Work will be inspected by the DSI Building Inspector under the wrecking permit provisions. The Contractor must notify the DSI building inspector before commencing any demolition work and prior to backfilling all basement areas.

F. **Notice to Proceed:** Contractor shall not perform any work pursuant to this contract without specific written prior agreement form the City/HRA. No claim for service not specifically provided for in this contract, or not specifically agreed to in advance will be honored by the City/HRA. The Contractor shall commence demolition and removal work no later than fifteen (15) days from the date of the "Notice to Proceed". The Contractor shall contact the City/HRA Project Manager at (651) 266-6689, if delays occur. All work must be completed within forty-five (45) days (or less) thereafter.

G. **Hold Back:** If work is not completed to the satisfaction of DSI/PED, the City/HRA may withhold payment of an amount equal to twice the estimated cost of completing the work. This is in addition to all other remedies available to the City/HRA.

H. **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 required to leave.

I. **Protection of adjacent property:** Any damage(s) to public or private property outside the construction limits as a result of the Contractor's operations shall satisfactorily be repaired, restored, or replaced in kind as directed; and all at the Contractor's sole expense. Final payment may be withheld from the Contractor until settlement of such damage(s) has been completed.

6. COMPLIANCE WITH CONTRACTING REQUIREMENTS

The Contractor agrees to comply with, and cause all of its subcontractors 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 including but not limited to the following requirements**:**

A. **Preconstruction Compliance Conference.** Contractor and its subcontractors shall attend a preconstruction compliance conference conducted by authorized city staff. These conferences are held for the benefit and information of all participating contractors and subcontractors and attendance is required. Each area of compliance is reviewed by the appropriate staff member and forms are distributed for documentation and reporting. City staff will explain the documentation at this time and will provide on-going technical assistance in an effort to keep the report requirements up to date.

B. **Affirmative Action/Equal Opportunity**. Contractor agrees to be bound by and to cause its subcontractors to comply with the requirements of Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Action Requirements in Employment adopted by the Saint Paul Human Rights Commission. Contractor and affected subcontractors shall meet the requirements of this subsection by compliance with the statement of affirmative action/equal opportunity requirements attached hereto as Exhibit C and incorporated herein.

C. **Vendor Outreach Program**. Contractor agrees to comply with and shall cause its subcontractors to comply with the City's Vendor Outreach Program as required by Chapter 84 of the St. Paul Administrative Code. In entering into contracts and subcontracts for the Project, and this includes all soft costs, professional services, hard construction costs and other project costs, Contractor and its subcontractors shall meet the requirements set for in Exhibit D attached hereto and incorporated herein.

D. **Contract Documents.** Contractor shall incorporate in all contracts for the project to which it is a party the requirements of this Section and to cause its contractors and subcontractors for the Project to incorporate the requirements of this Section in all subcontracts, including contracts for purchase of materials and services.

E**.** **B2GNOW/LCPtracker**. This contract/agreement is subject to contract compliance tracking, and the Contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically using the B2GNOW/LCPtracker system. The Contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information and for checking the B2GNOW/LCPtracker system on a regular basis to manage contact information and contract records. The Contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The City of Saint Paul/Housing and Redevelopment Authority of the City of Saint Paul, Minnesota may require additional information related to the contract to be provided electronically through the B2GNOW/LCPtracker system at any time before, during, or after execution of this contract/agreement. Information related to contractor access of the B2GNOW/LCPtracker system will be provided to a designated point of contact with each Contractor and any subcontractors upon execution of the contract/agreement. The B2GNOW/LCPtracker system is web-based and can be accessed at the City's Internet address.

F**.** **Conflict of Interest**. Contractor'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 Contractors ability to continue performing services under this contract.

G. **24 CFR Section 135.38 Section 3 Clause**.

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

II. **Bids**. Contractor agrees that the following bidding requirements apply to this contract:

(a) *Actions to facilitate participation by Section 3 business concerns*.
(i) The Contractor agrees to arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
(ii) The Contractor agrees where appropriate to break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
(iii) The Contractor agrees to solicit at least 3 bids from the City's list of Section 3 business concerns for each service that requires subcontracts. If such list has fewer than 3 qualified businesses, then the Contractor must contact the entire list.

(b) *Preference for Section 3 Business Concerns*. Preference for Section 3 business concerns will be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

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

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

	x=lesser of:
When the lowest responsive bid is less than $100,000	10% of that bid or $9,000.
When the lowest responsive bid is:	
At least $100,000, but less than $200,000	9% of that bid, or $16,000.

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

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

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

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

IV. **Remedies for default**. In addition to the penalty described above, the City may, upon a failure to comply with any of the Section 3 requirements described herein, elect to enforce any

other remedy described in the City of Saint Paul Section 3 Action Plan, the terms of this contract and as afforded by City Ordinance, law or equity.

This Section 3 clause is a part of this contract:

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

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

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

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

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

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

7. Payment

Prior to final payment the Contractor must satisfactorily complete and submit for each site, each of the following to the City/HRA:

A. A company invoice requesting final (or partial) payment clearly itemizing all goods and/or services provided.

B. A copy of the executed wrecking permit.

C. A signed and notarized "Affidavit of Contractor" statement for each property demolished (Exhibit A).

D. Evidence of filed Minnesota State IC-134 forms, (including all project subcontractors) for each property demolished.

E. Complete electronic filing/submission of all periodic HREEO forms, including though not necessarily limited to: project status reports, wage/employee data, HUD Section 3 reports/requirements, etc; all in accordance with the City's B2GNow/LCP Tracker Reporting System including, but not necessarily limited to; all project hard costs, subcontractor and lower tier contractor costs, professional consultants/services fees, etc.

F. Hazardous waste disposal manifests, other necessary abatement/waste documentation, correspondence, etc; as requested for each property/project site.

G. Copies of all non-hazardous waste management plan(s) (Exhibit E), name(s)/location(s) of transfer facility(ies) used; quantity(ies)/amount(s) of non-hazardous deconstruction waste delivered including support documentation, dump tickets, tipping charges, etc; and any other requested information as may be required of each demolition site, etc.

H. Copies of Job/Employee Information forms for each contractor/subcontractor providing labor, goods or services under this contract (Exhibit F).

Upon a satisfactory site inspection by DSI, HRA, and Ramsey County; verification of compliance with applicable regulations by HREEO, and submission of all properly executed forms, the City/HRA will approve final payment of the contract. If the contract amount is disbursed in monthly payments, the Contractor must submit an updated invoice for the remaining balance following each partial payment.

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 all other applicable state or federal statutes, rules or regulations.

Contractor is required to pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City/HRA for undisputed services provided by the subcontractor. Contractor will be required to pay 1.5% interest per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time. 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 Contractor shall pay the actual penalty due.

8. Termination, Assignment or Amendment

A. **Termination without Cause.** This contract will continue in full force and effect until completion of the project as described herein unless either party terminates it at an earlier date. The City may terminate this agreement without cause by giving no less than thirty (30) days written notice of the intent to terminate to the Contractor.

B. **Termination with Cause.** The City/HRA 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 contract as determined by the City/HRA. In the event the City/HRA

exercises its right to withhold payment or terminate this contract, the City/HRA will shall submit written notice to the Contractor specifying the extent and reasons of such withholding or termination, and the effective date. In the event of termination, the City/HRA will reimburse the Contractor for all services and /or products actually rendered up to the date of the receipt of the notice to terminate. The Contractor will deliver to the City/HRA all work products and supporting documentation developed up through the time of termination for consideration of final payment for service. The Contractor will not be relieved of liability to the City/HRA for damages sustained 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/HRA form the Contractor has been determined.

C. **Assignment.** This contract may not be assigned by Contractor without prior written consent from the City/HRA.

D. **Amendment.** 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 written and fully executed by the Contractor and the City/HRA.

9. Entire Agreement

The specifications and other solicitation materials associated with this Contract shall constitute the entire contract between the parties and shall supersede all prior oral and written negotiations.

STATE OF MINNESOTA }
}ss.
County of Ramsey. }

AFFIDAVIT OF CONTRACTOR

_____being duly sworn, deposes and says he/she is the _____of _____Contractor, and as such is duly authorized to

make the following affidavit: That all claims for all work and labor performed upon the above numbered contract from the commencement of the work thereon until the_____ day of_____, _____ have been fully paid, and that there is nothing now due or to become due hereafter to any person for any work or labor performed or material furnished upon said contract prior to said completion date.

_____
Contractor

Subscribed and sworn to before me this ____ day of _____,.

_____
Notary Public

My Commission Expires: _____

Exhibit "A"

Saint Paul - Ramsey County
Department of Public Health

Rob Fulton, Director

Environmental Health Section
2785 White Bear Avenue North, Suite 350
Maplewood, MN 55109-1320
651-266-1199 Fax: 651-266-1177

To: Demolition Contractors

Pursuant to the Ramsey County Hazardous Waste Management Ordinance 3.06 Standards for Demolition Sites and Wastes from Demolition Sites and Minnesota Rule 7035.0805, you are hereby required to properly remove and manage all hazardous waste and hazardous waste materials from all commercial and residential structures prior to any demolition activity. It is also a contractor responsibility to submit a Notification of Intent to Perform a Demolition, also known as the 10-day notification form, to the Minnesota Pollution Control Agency (MPCA). Effective immediately, Ramsey County requires you to submit the 10-day notification to the County as well. The completed MPCA 10-day notification form that you have completed can be submitted to Ramsey County through the following process:

- **Faxing to 651/266-1177 Attention: Greg LaMere and/or Larry Carlson**
- **Electronically to Greg.Lamere@co.ramsey.mn.us and Larry.Carlson@co.ramsey.mn.us**

It is important to note that this requirement to submit the 10-day notification to the County in no way relieves you of your responsibility to submit the 10-day notification to the MPCA.

Ramsey County's presence at the site is for the purpose of final inspection prior to demolition only. As the permittee, it will remain your responsibility to complete all required site surveys and abatement assessments. It will also remain your responsibility to mitigate all required abatement activities through the use of certified personnel and to now notify Ramsey County for final inspection prior to demolition.

Failure to submit this form to Ramsey County prior to any demolition activity or conducting the demolition activity prior to the County inspection may result in referral of this matter to the County Attorney's Office for enforcement action.

Exhibit "B"

Saint Paul - Ramsey County
Department of Public Health

Rob Fulton, Director

Environmental Health Section
2785 White Bear Avenue North, Suite 350
Maplewood, MN 55109-1320
651-266-1199 Fax: 651-266-1177

Date:_____

Dear Municipal Official:

Pursuant to Ramsey County Solid Waste Ordinance Section 15.00 Demolition or Deconstruction Sites, 15.02 Removal Requirements, Part D-2. Records which states "Demolition contractors shall provide copies of recycling, reuse, and/or disposal receipts and any other records associated with the demolition project to the Department.", the Department hereby acknowledges that it has received copies of all required environmental surveys, recycling, reuse, and/or disposal receipts or manifests and all associated records pertaining to the demolition project located at:

Demolition/Deconstruction Site Address: _____

_____.

After review of all the submitted records, the Saint Paul – Ramsey County Department of Public Health considers the demolition/deconstruction project located at this address to be complete and no further action by the Environmental Health Section is deemed necessary with regard to the above address.

If you have any questions or need more information, please feel free to contact the indicated inspector.

☐ Greg LaMere: 651/266-1184 or Greg.LaMere@co.ramsey.mn.us

☐ Michael Reed: 651/266-1181 or Michael.Reed@co.ramsey.mn.us

Sincerely,

Larry Carlson, Supervisor
Solid and Hazardous Waste Compliance

printed on recycled paper with a minimum of 20% post-consumer content

Exhibit "B"

Rev.11-14-2013

DEPARTMENT OF HUMAN
RIGHTS AND EQUAL ECONOMIC
OPPORTUNITY

CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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

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

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
CONTRACT SPECIFICATIONS

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

1. **Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded $50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a $75 registration fee.**
   Make check payable to the City of Saint Paul.

   The contractor must certify that it has developed and is implementing an effective Affirmative Action Program which is substantially similar to the Department's Model Affirmative Action Program. Once the Affirmative Action Program Registration is completed and accepted by the Saint Paul Department of Human Rights and Equal Economic Opportunity, the contractor will be notified by letter. Registration is valid for two (2) years, during which time the contractor may be selected for a compliance review. At the end of the two-year period, the contractor must complete and submit a new Registration form.

2. The contractor shall implement the specific equal employment opportunity/affirmative action provisions outlined in paragraphs 3(A) to 3(G) of these Specifications and all the provisions of their Affirmative Action Plan.

3. The contractor shall take specific action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensively as the following:

   A. Designate a responsible official to monitor the employment related activity to ensure that the contractor's Equal Employment Opportunity Policy and Affirmative Action Plan are being implemented, to keep appropriate records, and to submit reports relating to the provisions hereof as may be required by the Saint Paul Department of Human Rights and Equal Economic Opportunity.

   B. Make every good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all lead supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minorities, women, and individuals with disabilities working at such sites or in such facilities.

   C. Establish and maintain a face-to-face relationship with recruitment sources for minorities, women, and individuals with disabilities. Contractors must document meetings and telephone contacts with recruitment sources. Provide written notification to recruitment sources for minorities, women, and individuals with disabilities and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

Exhibit "C"

D. Disseminate the contractor's equal employment opportunity and affirmative action (EEO/AA) policy by providing a copy of the policy to all applicable unions and training programs. Request the cooperation of unions and training programs in assisting the contractor in meeting its equal employment opportunity obligations. Include the EEO/AA policy in all policy manuals and collective bargaining agreements. Publicize the EEO/AA policy in the company newspaper or annual report. Review the policy with all employees, including management personnel at least once a year. Post the EEO/AA policy on bulletin boards or other places accessible to all employees at each location where work is performed. Distribute the EEO/AA policy to all employees, including temporary, seasonal, and part-time employees and to all independent contractors.

E. Review, at least annually, the contractor's equal employment opportunity policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

F. Direct its recruitment efforts, both oral and written, to community organizations oriented toward minorities, women, and individuals with disabilities, to schools with significant numbers of students who are minorities, women, and individuals with disabilities, and to recruitment and training organizations oriented toward minorities, women, and individuals with disabilities serving the contractor's recruitment area and employment needs.

G. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have discriminatory effect. Continually monitor all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

4. The contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 3(A) to 3(G) herein, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Section 183 of the Saint Paul Legislative Code, its implementing rules, or these Specifications, the Director may proceed with appropriate sanctions, including: suspension, termination, and cancellation of existing contracts.

5. The contractor shall not enter into any contract with any person or firm debarred from government contracts under section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, the federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.

6. The contractor shall implement such sanctions for subcontractors' violations of these Specifications, including: suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Section 183 of the Saint Paul Legislative Code and its implementing rules. Any contractor who fails to implement such sanctions shall be in violation of these Specifications and Section 183 of the Code.

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

7. The following Supplemental EEO/AA Specifications shall apply to all contracts for construction work on all City-assisted contracts. All contractors shall include these Supplemental EEO/AA Specifications for construction contracts in all lower tier contracts for construction work.

8. The utilization goals set forth below for City-assisted construction projects of $50,000 or more are expressed as a percentage of the total hours performed by minority and female construction workers

   Contracts signed into effect before May 1, 2012:
   6% Female work hours
   11% Minority skilled craft and operative hours, and
   11% Minority laborer hours
   Contracts signed into effect after May 1, 2012:
   32% Minority Total Project hours
   6% Female Total Project hours

9. After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a Pre-Construction Conference with the Compliance Officer that has been assigned to monitor the project. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.

10. Every contractor must submit the **Identification of Prime Contractors, Subcontractors and Major Material Supplier Form** (CPF-3). The names, addresses, telephone numbers, start date, completion date and nature of work must be listed for the contractor, as well as all lower tier contractors (including material suppliers).

11. All contractors must complete and submit to the Prime the **Project Employment Utilization (PEU)** form indicating the total number of project work hours they anticipate it will take to complete their portion of the work on the construction project, the total women work hours, total skilled work hours, total minority skilled work hours, total laborer work hours, and the total minority laborer work hours. All contractors must indicate on the bottom of the PEU form if they will meet the goals through their internal work force or by hiring additional employees. If they are unable to meet the goals, they must indicate the reason at the bottom of the PEU form. The Prime must collect and submit all the PEU forms to the City's AA/EEO Compliance Officer at: *affirmativeaction@ci.stpaul.mn.us*

12. **Monthly Employment Utilization** will be monitor via **LCP Tracker**. The LCPTracker service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction accounting and payroll programs. The service eliminates the need for contractors to submit paper MEU documents that takes additional staff time. In LCPTracker, contractors are required to select the job classification, gender and race of each individual worker.

    **** Some projects will not be monitored via LCPTracker, therefore; as a Prime you will submit the old MEU report. The Prime Contractor's monthly summaries must be cumulative, showing all subcontractors and work hours performed on site from project start to date. The MEU summary spreadsheet and the monthly spreadsheet must be submitted to the AA/EEO Compliance Officer by the 7th of each month via email: *affirmativeaction@ci.stpaul.mn.us* ****

13. Should the contractor fail to make every good faith effort to meet the goals for participation of women and minorities set forth in these Specifications, the Director may take appropriate measures to sanction the contractor pursuant to these specifications and Section 183 of the Saint Paul Legislative Code.

Exhibit "C"

VENDOR OUTREACH PROGRAM
Human Rights & Equal Economic Opportunity

GOALS:

The Department of Human Rights & Equal Economic Opportunity (HREEO) manages the Vendor Outreach Program (VOP) for the City of Saint Paul, which is designed to help minority business enterprises (MBEs), women business enterprises (WBEs) and small businesses enterprises (SBEs) do business with the City. VOP is governed by Chapter 84 of the Saint Paul Administrative Code. The program's goal is to award as much as possible of annual purchases of eligible goods, services, construction and professional services to vendors certified in the Vendor Outreach Program. The VOP business inclusion goal is 25% of the available business opportunity awarded to certified MBEs, WBEs and SBEs. The 25% business inclusion is broken down into 5% MBE, 10% WBE and 10% SBE.

PROCEDURE:

If a project carries a Vendor Outreach goal, contractors must solicit vendors currently registered in the program to obtain subcontract or materials pricing to meet the goals, and then list those vendors in the space provided on the bid form. Failure to provide this information may be cause for bid rejection. Vendor Outreach participation can be obtained from a number of different areas that can be subcontracted out.

The searchable database of certified companies is available in the City's Contract Compliance System, B2Gnow. If you do not have a login ID for this system, send an email to cert@ci.stpaul.mn.us with the project name and due date. Include a contact name, company, phone number, fax number, street address and email address. Please allow sufficient time for staff to respond to your request as this email is monitored by CERT staff who are also reviewing and processing certification applications. We will attempt to respond to your request within 24 hours during the work week.

ELIGIBILITY REQUIREMENTS:

A. The CERT Certification Program monitored through B2Gnow is sponsored by Hennepin County, Ramsey County and the City of Saint Paul. It is open to MBEs, WBEs and SBEs. Eligible businesses are: based in the 15 county metropolitan area which includes Minnesota counties of Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington and Wright; and the Wisconsin counties of Pierce and St. Croix; and small businesses that do not exceed the Program's revenue limit for their North American Industry Classification System (NAICS) code. Additionally, eligible businesses are not affiliates or subsidiaries of a business dominant in their fields of operation; are not non-stocking wholesalers or retailers, or manufacturer's representatives, brokers, franchises; or businesses where the owner is owner or part owner of another similar business that is dominant in the same field of operation. For specific information contact the Vendor Outreach Coordinator at 651-266-8904.

B. Prime contractors and all participating subcontractors awarded contracts as a result of this bid process are required to use our online Contract Compliance Monitoring Software, B2Gnow. This secure, web-based system is used to monitor compliance with VOP goals by tracking awards and payments to subcontractors. The City and the HRA may also require additional information related to the contract to be provided electronically through the system at any time, before, during or after the contract is finalized.

Exhibit "D"

DEPARTMENT OF HUMAN
RIGHTS AND EQUAL ECONOMIC
OPPORTUNITY

CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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

Telephone: (651) 266-8904
Facsimile: (651) 266-8919
TDD: (651) 266-8977

City of Saint Paul
Vendor Outreach Program
Good Faith Effort Standards
Excerpted From Chapter 84 of the Saint Paul Administrative Code

Sec. 84.08 Prime contract bid requirements

(C) Overview. The steps listed below are not a checklist, but rather a set of guidelines meant to provide various ways to exhibit good faith efforts. This is not an exhaustive list. To truly display a good faith efforts showing within the spirit of the Saint Paul Administrative Code good faith efforts will be evaluated throughout the life of the contract. If a contract fails to meet the VOP goals at the end of the contract, appropriate documentation must be submitted to the Vendor Outreach Coordinator explaining why.

(1) List each possible subcontract opportunity in the prime contract, indicating where possible the SIC Code of such work, seeking the assistance of the manager in ascertaining such subcontract opportunities.

(2) Obtain access to the CERT Certified Vendor online directory at https://cert.smwbe.com from the Vendor Outreach Coordinator and search the database for a current list of certified MBEs, WBEs and SBEs.

(3) Request assistance from minority and women community partner organizations, minority and women contractor groups, or other organizations that provide assistance in the recruitment and placement of MBEs, WBEs and SBEs.

(4) Solicit bids from certified MBEs, WBEs and SBEs, which have been identified as being available and capable of performing the necessary work, for the subcontracts within the prime contract at least ten (10) days prior to bid opening, by phone, fax, internet or other social media.

(5) The bidder for the prime contract must solicit bids from a minimum of five (5) such certified businesses for each subcontracting opportunity within the prime contract, by NAICS Code where available and applicable.

(6) Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, MBEs, or WBEs.

(7) Where applicable, advise and make efforts to assist interested SBEs, MBEs, and WBEs to obtain bonds, lines of credit, or insurance required to perform the contract.

(8) Submit documentation if bids from certified SBEs, MBEs, or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.

Exhibit "D"

CITY OF SAINT PAUL
VENDOR OUTREACH QUESTIONNAIRE
BUSINESS AND WORKFORCE INCLUSION DATA
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.

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

MBE _____% SBE _____% WBE _____%

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**

Exhibit "D"

Vendor Outreach Goal Status Report
Saint Paul Vendor Outreach Program

Project: _____ Date of this Report: _____

Developer: _____

Form submitted by: _____ Phone: _____

PM or ED: _____

The purpose of this form is to document your efforts to comply with the Vendor Outreach Program requirements.

In the space provided below, please describe the actions you have taken towards meeting the Vendor Outreach Goal for this project: (Attach additional sheets if needed.)

For questions on this form, contact the Vendor Outreach Coordinator, Dept. of Human Rights & Equal Economic Opportunity, Room 280 City Hall/Courthouse, 15 W Kellogg Blvd, Saint Paul, MN 55102. Phone: (651) 266-8904, fax: (651) 266-8919, email: cert@ci.stpaul.mn.us.

Total Development Cost: $_____ Total Business Opportunities: $_____

Vendor Outreach Goal Set on this Project: ____% (____% MBE, ____% WBE and ____% SBE)

Utilization to date: _____% MBE _____ %WBE _____% SBE

Outreach/networking with potential certified subcontractors:

Bid/award activity:

1. **Number of bids sent out (attach bid list)**
2. **Advertising or other recruitment information**
3. **Due date of responses**
4. **Number of responses received**
5. **List of awarded subcontractors (including dollar amounts)**
6. **List of rejected subcontractor bids**

Other activities:

Other activities continued:

Exhibit "D"

City of Saint Paul's Waste Management Plan

Bid No. _____

The purpose of the City of Saint Paul's Waste Management Plan is to achieve a high level of waste reduction, reuse, recycling and proper disposal for the wastes generated by this project. A Waste Management Plan (WMP) must be included in the front-end documents when the contract for this work is bid out. Before work may begin on the project, the attached WMP must be filled out by the contractor/sub-grantee and approved by Public Works Project Engineer.

GENERAL
A. Section Includes:
This Section includes all requirements for reducing, salvaging, recycling and disposing of wastes for purposes of protecting the environment and reducing project costs.

1. Waste Management Goals
2. Waste Management Plan
    - Reduction
    - Reuse
    - Recycling
    - Disposal
3. Materials Sorting and Storage on Site
4. Lists of Recycling Facilities Processors and Haulers
5. Waste Management Plan Form

1 WASTE MANAGEMENT GOALS

A. The City of Saint Paul requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials.
B. Contractor shall develop, with assistance of the Public Works Project Engineer and/or City of Saint Paul Environmental Coordinator, a Waste Management Plan (WMP) for this project. Outlined in the Waste Management Plan, RECYCLING section are examples of materials that must be recycled and can be recycled or reused as well as recommendations for waste sorting methods.

2. WASTE MANAGEMENT PLAN

A. Contractor shall complete a WMP and include cost of recycling / reuse in Bid. A WMP will be submitted to Public Works Project Engineer within fifteen (15) days of Notice to Proceed date. A blank copy of the WMP form is in this Section. Submittal shall include a cover letter and the WMP form with:
1. Information on:
a. Types of waste materials produced as result of work performed on site;
b. Estimated quantities of waste produced;
c. Identification of materials with potential to be recycled or reused;
d. How materials will be recycled or reused;
e. On-site storage and separation requirements (on site containers);
f. Transportation methods; and
g. Destinations.

Exhibit "E"

REDUCE: The project shall generate the least amount of waste and methods shall be used that minimize waste due to error, poor planning, breakage, mishandling, contamination, or similar factors. Promote the resourceful use of materials to the greatest extent possible.

REUSE:
The Contractor and Subcontractors shall reuse materials to the greatest extent possible. Reuse includes; salvaging reusable materials for resale, for reuse on the project, or for storage for use on future projects. Return reusable items (e.g. pallets or unused products) to suppliers.

RECYCLING:
Recycle as many of the waste materials not able to be eliminated in the first place or salvaged for reuse. At a minimum, materials required by law to be recycled include: cardboard, metal cans, bottles, office paper, fluorescent tubes, refrigerants, mercury and scrap metal.

REFUSE: Municipal solid waste must be taken to the Ramsey-Washington Resource Recovery facility in Newport, MN or a designated transfer station.

These materials can be recycled in the Twin Cities metropolitan area:
1. Wood (clean, untreated, unpainted, un-engineered).
2. Wood Pallets
3. Fluorescent Lamps
4. PVC Plastic (pipe, siding, etc.)
5. Asphalt & Concrete
6. Bricks & Masonry
7. Corrugated Cardboard
8. Metal
9. Carpet/Carpet Padding
10. Shingles *
11. Barrels & Drums.
12. Solvents, used oil, oil and latex paints
13. Mercury containing devices
14. Lighting ballasts

*Shingles have specific rules related to type/size of buildings they come out of.

Hazardous Waste: All hazardous waste removal shall be completed under this contract, with the appropriate contractor. Comply with all local, state and federal requirements.

3. MATERIALS SORTING AND STORAGE ON SITE

A. Contractor shall provide separate, clearly labeled, containers for recyclable materials. Number of containers will be dependent upon project and site conditions.
B. Contractor shall provide on-site, easily accessible locations for subcontractors supplied recycling containers to help facilitate recycling.

4. LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

1. Resourceful Waste Management Guide. www.rethinkrecycling.com/businesses/waste-managment-guide
2. Saint Paul - Ramsey County Public Health . www.ramsey www.co.ramsey.mn.us/ph/bs/index.htm

3. Staff: Project Engineer,
Environmental Coordinator, Kris Hageman 651-266-8866, kris.hageman@ci.stpaul.mn.us

Exhibit "E"

5. WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Project Name/Number: _____

Company Name: _____ Contact:_____

Address: _____

Phone No.: _____ Recycling Coordinator: _____

Waste Management Reporting Form

MATERIAL	ESTIMATED QUANTITY		DISPOSAL METHOD (CHECK ONE)				RECYCLING / REUSE COMPANY OR DISPOSAL SITE
Salvaged & reused building materials		cu. yds.		Recycled		Reused	Name:
		tons		Landfilled		Other	
Asphalt & Concrete		cu. yds.		Recycled		Reused	Name:
		tons		Landfilled		Other	
Barrels and Drums		units		Recycled		Reused	Name:
				Landfilled		Other	
Bricks & Masonry		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Carpet		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Carpet Padding		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Clean Wood		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Corrugated Cardboard		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Fluorescent Lamps		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Lighting Ballasts		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Mercury Containing Devices		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Metals		cu. ft.		Recycled		Reused	Name:

		lbs.		Landfilled		Other	
Paints		cu. yds.		Recycled		Reused	Name:
		tons		Landfilled		Other	
PVC Plastic		cu. ft.		Recycled		Reused	Name:
		lbs.		Landfilled		Other	
Shingles		cu. yds.		Recycled		Reused	Name:
		tons		Landfilled		Other	
Solvents/ Used Oil		cu. yds.		Recycled		Reused	Name:
		tons		Landfilled		Other	
Wood Pallets		cu. yds.		Recycled		Reused	Name:
		tons		Landfilled		Other	

Exhibit “E"

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)

Exhibit "F"

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

Demolition job site/address: _____

Demolition date: _____

Company/Contractor/Subcontractor Name: _____

Construction Jobs Information

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

Total # of employees: _____ Total # of Hours: _____

(Add more lines, if necessary)

Non-construction Jobs Information

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

Total # of employees: _____ Total # of Hours: _____

(Add more lines, if necessary)

* Race abbreviations:

W = White A = Asian (Chinese, Hmong, etc.)

AF = African-American L = Hispanic/Latino

Other/Specify = write in the race if it is not listed above (spell it out, do not abbreviate)

Exhibit "F"