

TO:
FROM:
DATE:

**EDA PRESIDENT AND BOARD
EXECUTIVE DIRECTOR
JANUARY 11, 2016**



City of West Saint Paul

SUBJECT:

Demolition Bid for 1010 Dodd Road.

BACKGROUND INFORMATION:

As you know, the EDA recently purchased 1010 Dodd Road for \$150,000. The plan was to purchase the property, demolish the building and decide what to do with the property. Staff received two bids, including Kamish Excavating for \$26,895 and Bolander and Sons Company for \$26,494. Staff is recommending Bolander and Sons.

Some options for the use of the property have already been discussed at previous meetings, but staff will add this property to the list of potential priority projects for discussion on January 25th. Staff is requesting \$15,000 for a grant from the Dakota County CDA to help pay for a marketing study for this area. This grant would need to be matched by another source.

		Amount
Fund:	EDA Fund	
Department:	Comm. Dev.	
Account:	209-41121-40399	\$26,494

STAFF RECOMMENDATION:

Approve of the demolition bid from Bolander and Sons Company for \$26,494.

ATTACHMENTS:

- Demolition Bids from Bolander and Sons and Kamish Excavating.
- Demolition Agreement



251 STARKEY ST. - P.O. BOX 7216
SAINT PAUL, MINNESOTA 55107
PHONE: (651) 224-6299 FAX: (651) 223-8197

December 18, 2015

To: City of West St. Paul
Jim Hartshorn
1616 Humboldt Avenue
West St. Paul, MN 55118
jhartshorn@cityofwsp.org

Phone: 651/552-4140

RE: Demolition and removal of 1010 Dodd Road in West Saint Paul, MN

The following is Carl Bolander & Sons Co. proposal to demolish the existing Service Station building located at the above referenced address in West St. Paul.

Total Bid for Demolition \$ 26,494.

This price includes the following items:

- Demolition permits, fees, license and notifications
- Asbestos/ Regulated waste survey
- Erosion control, NPDES Storm water permit
- Removal and legal disposal of structure per spec
- Sewer disconnects at the property line. Coordination of the water shut off with the City of St. Paul regional water services.
- Disconnecting of electric, gas, telephone, and cable.
- Rodent baiting.
- Removal of existing concrete/asphalt slabs, walks and drives.
- Site grading to include: fill material in foundation voids, topsoil, seed per spec

Exclusions:

Underground tanks, wells, vibration monitoring, surveys, Deep foundations or piling removal BELOW 3' below grade, De-watering

Note We have NOT included Asbestos abatement.

If you have any questions regarding this letter, please call me at (612)242-4118.

Sincerely,

Andy Ristrom
Estimator / Project Manager



1301 South Concord Street
South St. Paul, MN 55075
Direct: 651.457.3600
Fax: 651.731.7794
www.kamishexcavating.com

PROPOSAL

To: Ben Boike
Assistant Comm. Dev. Dir.
City of West St Paul
1616 Humboldt Ave
West St Paul, MN 55118
(651) 552-4134 phone #
(651) 552-4190 fax #

Job: 1010 Dodd Road, West St Paul
PID # 422375002010

From: Brad Ensruide

Due: 12/17/15 @ 4:00 pm

INCLUDES:

- Provide the asbestos inspection of the property
- Removal of all interior contents, white goods and fixtures
- Removal & legal disposal of the commercial structure & misc. fence
- Removal of the foundation walls, floors, slabs, & footings
- Removal and disposal of the concrete and asphalt pavement
- Disconnection of one water & one sewer services at the property line
- Coordination of all other utility disconnects required for demolition
- MPCA demolition notification, and City permits as necessary
- Rodent abatement required for demolition
- Installation of erosion control around perimeter of the lot as necessary
- Temporary fencing of open excavations
- Final grading and placement of 4" of topsoil at all disturbed areas
- Hydro-seeding of the lot in the spring

Base Bid \$26,895.00

***Also, this price "does not" include the removal or disposal of asbestos if encountered as result of the inspection report. If encountered, we can provide estimates for the removal and disposal for you approval.**

***The MPCA has record of three tanks being removed from this site in 1996, so the above price does not include removal of any tanks or pumping of tank products if encountered.**

***We anticipate having the project substantially completed by January 15th, depending upon the results of the asbestos inspection.**

Submitted by: Brad Ensruide (Brad Ensruide / (651) 775-0848 cell#)

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of January 2016, by and between the West St. Paul Economic Development Authority, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, ("EDA") and Carl Bolander & Sons Co., 251 Starkey St. PO Box 7216, St. Paul, MN 55107 ("Contractor").

WHEREAS, the EDA has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the EDA under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

a. EDA agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:

i. A proposal dated December 18, 2015, incorporated herein as Exhibit 1;

ii. Intentionally blank.

(Hereinafter "Exhibits.")

b. Contractor covenants and agrees to provide Services to the satisfaction of the EDA in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

a. EDA agrees to pay and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the EDA. The EDA will not pay additional compensation for Services that do not have prior written authorization.

c. Contractor shall submit itemized bills for Services provided to EDA on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to EDA.

3. TERM. The term of this Agreement begins on the date of EDA approval and terminates upon completion of the Services, but no later than February 15, 2016. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the EDA, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the EDA for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Contractor's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither EDA nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either EDA or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. EDA'S REPRESENTATIVE. The EDA has designated Jim Hartshorn to act as the EDA's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the EDA's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Contractor has designated _____ to be the primary contacts for the EDA in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the EDA.
10. INDEMNIFICATION.
 - a. Contractor and EDA each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and EDA, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify EDA against legal liability for damages arising out of claims by Contractor's employees. EDA shall indemnify Contractor against legal liability for damages arising out of claims by EDA's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
 - a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - c. Workers' Compensation Insurance in accordance with statutory requirements.
 - d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the EDA with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the EDA. The EDA shall be named as an additional insured on the Commercial General Liability Insurance policy and the Professional Liability Insurance policy.

12. INTENTIONALLY LEFT BLANK

13. NOTICES. Notices shall be communicated to the following addresses:

If to EDA: West St. Paul EDA
1616 Humboldt Ave.
West St. Paul, MN 55118
Attention: Jim Hartshorn

Or e-mailed: jhartshorn@wspmn.gov

If to Contractor: Carl Bolander & Sons Co.
251 Starkey St.
PO Box 7216
St. Paul, MN 55107

Or emailed:

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the EDA for any purpose.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either EDA or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

- f. Data Practices Compliance. All data collected by the EDA pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

WEST ST. PAUL EDA

By: _____
David Meisinger, President

By: _____
Jim Hartshorn, Executive Director

Date: _____

CARL BOLANDER & SONS CO.

By: _____

Its: _____

Date: _____