

**CITY HALL**

400 Ella Street | Beatrice, NE 68310

Phone: 402.228.5200 Fax: 402.228.2312

ENGINEERING & COMMUNITY DEVELOPMENT205 North 4th Street | Beatrice, NE 68310

Phone: 402.228.5250 Fax: 402.228.5252

January 6, 2021

Dear Demolition Contractors:

Enclosed is one quote packet for the demolition projects at four locations in Beatrice, Nebraska. Only one contractor will be awarded the contract to demolish structures at these four locations. The “total quote price” submitted will be the total cost for all four locations combined. However, we request an itemized cost for each location so we know how much each demolition costs, should we have to seek legal action against the property owners.

We have restructured our “Demolition Quote Information” to be more inclusive and to ensure these projects are completed in accordance with City codes and meet our expectations. Please read each item in the “Demolition Quote Information” enclosed as it details the specifics and will serve as the terms of this agreement. In addition, “Property Specific Information” sheets have been attached that outline specific details and safety information for each individual property.

It is imperative that you review the information provided as we have added more requirements to this process.

I look forward to receiving your quoted prices and working with one of you on this project.

As always, if you have any questions, please contact me at (402) 228-5250 or e-mail at rmierau@beatrice.ne.gov.

Sincerely,

Rob Mierau
Community Development Director

CITY HALL

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Phone: 402.228.5200 Fax: 402.228.2312

ENGINEERING & COMMUNITY DEVELOPMENT

205 North 4th Street | Beatrice, NE 68310
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DEMOLITION QUOTE INFORMATION

Purpose: To solicit quotes for the building demolition and debris removal at four locations in Beatrice, Nebraska: 1301 North 9th Street, 406 North 8th Street, 905 Pleasant Street, and a City structure located 500 feet North of 2nd and Grant Streets.

Background: The structures on the aforementioned properties are uninhabitable as per the City of Beatrice's adopted property maintenance codes and the structures have been condemned. The City of Beatrice has issued Notice and Orders to all parties with any interest in the properties, notifying them the buildings need to be demolished.

Qualifications: The demolition contractor must have completed a similar project within the last five (5) years. Verification of proof may be requested by the City of Beatrice.

1. Scope of Work:

- 1.1. Demolition of building(s) and debris removal located at 1301 North 9th Street, Beatrice, Nebraska
- 1.2. Demolition of building(s) and debris removal located at 406 North 8th Street, Beatrice, Nebraska
- 1.3. Demolition of building(s) and debris removal located at 905 Pleasant Street, Beatrice, Nebraska
- 1.4. Demolition of building(s) and debris removal located 500 feet North of 2nd Street and Grant Street, Beatrice, Nebraska

2. Work Completed by the City of Beatrice:

- 2.1 Asbestos inspections and removal have been completed by the City and reports will be forwarded to the landfill by the Community Development Department.
- 2.2 Demolition Permit(s) has/have been obtained.
- 2.3 The following utilities have been disconnected: electrical, water, and natural gas. (See sections 3.1.7 and 3.2 for additional utilities).
- 2.4 City landfill fees will be paid for by the City during the disposal phase.

3. Work Requirements for the Demolition Contractor:

- 3.1 Removal:
 - 3.1.1 All structures: To include house(s), garage(s), shed(s), carport(s), fence(s), clothesline(s), or any other manmade structures on the property.
 - 3.1.2 All concrete: To include footings, foundations, driveways, driveway approaches, private property sidewalks, and sidewalk in the right-of-way running perpendicular to the street. This DOES NOT include street side sidewalks running parallel with the street, unless otherwise noted on the property specific information sheet.
 - 3.1.3 Any cistern(s) on the property.
 - 3.1.4 Any water well(s) on the property.
 - 3.1.5 Loose debris and building contents: To include all personal property left by previous tenants/owners or other items not associated with the structural materials on the property.
 - 3.1.6 Worthless vegetation, trees, and shrubs, as instructed by the Community Development Director. (See Property Specific Information sheet(s) attached)
 - 3.1.7 Additional utility companies may require the contractor to disconnect/remove these during demolition.
 - 3.1.7.1 Charter Communications (cable television service)
 - 3.1.7.2 Windstream (telephone service)

3.1.7.3 United Private Networks (UPN - fiber communications)

3.2 Seal and/or permanently terminate:

3.2.1 Sanitary sewer lines shall be terminated and sealed where determined by the City Engineer, generally at the property line or ten (10) feet within the property line. (See Property Specific Information sheet(s) attached)

3.2.2 Water wells on the property.

3.3 Inspections:

3.3.1 Are required when all of the footings, foundations, and debris have been removed from each property, and;

3.3.2 When the sanitary sewer has been capped/sealed at the property line at each property.

3.4 Disposal:

3.4.1 Dispose of all materials at the Beatrice Area Solid Waste Agency (BASWA) Landfill located at 3426 West Locust Road, Beatrice, Nebraska.

3.4.2 Contractor shall provide landfill personnel with address of demolition site for proper billing. Do NOT mix loads from different sites.

3.4.3 All loads transported to the landfill shall be covered.

3.5 Backfill:

3.5.1 All voided areas and depressions with appropriate fill material: To include basements, crawlspaces, cisterns, wells, sidewalk and driveway voids, and any other hole or depression that could be dangerous to life or limb.

3.5.2 The top layer of fill shall be a topsoil capable of grass growth, and shall be free of rocks and debris.

3.6 Compact:

3.6.1 Thoroughly compact all filled areas to prevent future settling.

3.7 Grading:

3.7.1 Shall be done to provide natural water absorption, retention, and runoff, that does not create a nuisance to adjacent properties or the public.

3.8 Seeding:

3.8.1 Shall be completed using a quality tall fescue seed.

3.8.2 Shall be completed during an optimal growing season.

3.9 Erosion Control:

3.9.1 Shall be placed in the areas designated by the Community Development Director and/or City Engineer. (See Property Specific Information sheet(s) attached)

3.9.2 Properly installed silt fences trenched into the ground and straw wattles will suffice.

3.9.3 Shall remain in place until grass has been established.

3.9.4 The Community Development Department can remove this at a later date.

4. Site Visitation and Planning:

4.1 Contractors shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, structure(s), and/or obstacles which may be encountered; and all other relevant matters concerning the work to be performed.

4.2 The Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed himself/herself prior to their quote being submitted.

4.3 Upon request, the Community Development Director will be available by appointment for site visitations.

5. Submission Details:

5.1 Contractors shall have their "Quote Submittal" form returned by 9:00 a.m. on January 25, 2021, to the City of Beatrice Community Development Department, 205 North 4th Street, Beatrice, Nebraska.

5.2 Quotes received after this time will not be considered. The City is not responsible for any late quotes received by mail or other delivery service.

5.3 Submission shall mean the actual in hand receipt of all required quote documents. Facsimile transmittals, e-mail, or other electronic or telephonic transmittals shall not be accepted and receipt of the quote documents, or change in quote documents, in such manner will not be accepted. Quotes shall be public records, and shall not be considered proprietary and confidential.

- 5.4 Contractors shall not add any conditions or qualifying statements to this quote. Any attempt to do so may cause the quote to be declared irregular, as not being responsive to the request for quotes.
- 5.5 Submittals shall be sealed in an envelope and clearly marked "Demolition Quote" to ensure they remain sealed until letting.
- 5.6 Quotes received will be opened simultaneously on January 25, 2021.

6. Contract and Insurance:

- 6.1 Contract Terms
 - 6.1.1 The "Demolition Quote Information" form will serve as the terms of the contract.
- 6.2 Contract Agreement
 - 6.2.1 Submitting a completed and signed "Quote Submittal" form will serve as the agreement for the contract for the awarded contractor.
- 6.3 Insurance Required
 - 6.3.1 Contractors must submit a copy of their certificate of liability insurance carrying a minimum of \$1,000,000.00 of liability insurance,
 - 6.3.2 Insurance policy shall not exclude the work to be completed in this contract.

7. Selection:

- 7.1 The contract shall be awarded to the contractor with the required qualifications as approved by the Community Development Director, and;
- 7.2 Has submitted the lowest responsible quote.

8. Start Date, Completion Date, and Delays:

- 8.1 Start Date
 - 8.1.1 The awarded contractor will be advised via telephone on January 25, 2021 and will be required to start by February 15, 2021.
 - 8.1.2 The contractor shall advise the Community Development Director and the City Landfill 48-hours prior to their intended start time.
- 8.2 Completion Date
 - 8.2.1 The entire scope of this project shall be completed by March 31, 2021 (within 45 calendar days)
- 8.3 Delays
 - 8.3.1 With a written request from the contractor, the Community Development Director may grant extensions for the start date and/or completion date, if unsuitable weather or any force majeure should halt progress during the demolition period.

9. Payment, Liquidated Damages, and Penalties:

- 9.1 Payment
 - 9.1.1 The contractor will be paid in one lump sum when the scope of the work is completed in accordance with all items under Section Three (3) - Work Requirements for the Demolition Contractor; and the required inspections have been completed and approved by the Community Development Department.
 - 9.1.2 Exception to 9.1.1; the City may withhold 10% of the payment for final grading and seeding that is not completed due to seasonal weather not conducive to such activity.
 - 9.1.3 Additional fines/fees imposed by the landfill or any other agency, for transporting uncovered loads to the landfill are the responsibility of the contractor; and those costs will be deducted from this contract, if billed to the City.
- 9.2 Liquidated Damages
 - 9.2.1 If the Contractor starts after the date set in section 8.1.1 or fails to complete the contract by the deadline set in section 8.2.1; the City may seek a third party to complete the work; and the cost difference will be deducted from this contract; with consideration for approved extension(s) of time.
- 9.3 Penalties
 - 9.3.1 If the Contractor fails to obtain the required inspections, as noted in Section 3.3 penalties will be assessed at the rate of \$1,000.00 per required inspection.

10. Contact:

- 10.1 All questions regarding this project may be submitted in person to Rob Mierau, City of Beatrice's Community Development Director, at 205 North 4th Street, Beatrice, Nebraska; by telephone at (402) 228-5250; or by e-mail at rmierau@beatrice.ne.gov.

11. Notices and Disclaimers:

- 11.1 The City reserves the right to terminate the quote process at any time; to reject any or all quotes; and to waive formalities and minor irregularities in the quotes received.
- 11.2 The City shall be relieved of any and all responsibility of claims of damage to adjacent property, property not associated with the demolition; and injuries to people during demolition.
- 11.3 Assignment:
 - 11.3.1 The obligations of this Agreement shall not be assigned by any party without the written permission of the City and the Contractor.
- 11.4 Waiver of Default:
 - 11.4.1 No waiver of any term, provision or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or waiver of a subsequent breach or default of any such term, provision or condition of this Agreement.
- 11.5 Choice of Law – Nebraska:
 - 11.5.1 This Agreement shall be governed by the laws of the State of Nebraska.
- 11.6 Binding Contract:
 - 11.6.1 This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assignees.
- 11.7 Severability of Agreement:
 - 11.7.1 In the event that any of the terms of this Agreement shall be in conflict with and void as a result of the laws of the State of Nebraska, as the same may be from time to time amended, then the remainder of this Agreement shall remain in full force and effect.
- 11.8 Enforceability:
 - 11.8.1 If any of the terms of this document are unenforceable, it shall in no way invalidate the balance of such Agreement.
- 11.9 Entire Agreement:
 - 11.9.1 This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

QUOTE SUBMITTAL

Scope of the Work:

- 1.1 Demolition of building(s) and debris removal located at 1301 North 9th Street, Beatrice, Nebraska
- 1.2 Demolition of building(s) and debris removal located at 406 North 8th Street, Beatrice, Nebraska
- 1.3 Demolition of building(s) and debris removal located at 905 Pleasant Street, Beatrice, Nebraska
- 1.4 Demolition of building(s) and debris removal located 500 feet North of 2nd Street and Grant Street, Beatrice, Nebraska

Quoted Price for 1.1 \$ _____

Quoted Price for 1.2 \$ _____

Quoted Price for 1.3 \$ _____

Quoted Price for 1.4 \$ _____

Total Quoted Price \$ _____

The undersigned, if awarded the contract, hereby agrees to commence the work according to the terms in the “Demolition Quote Information”.

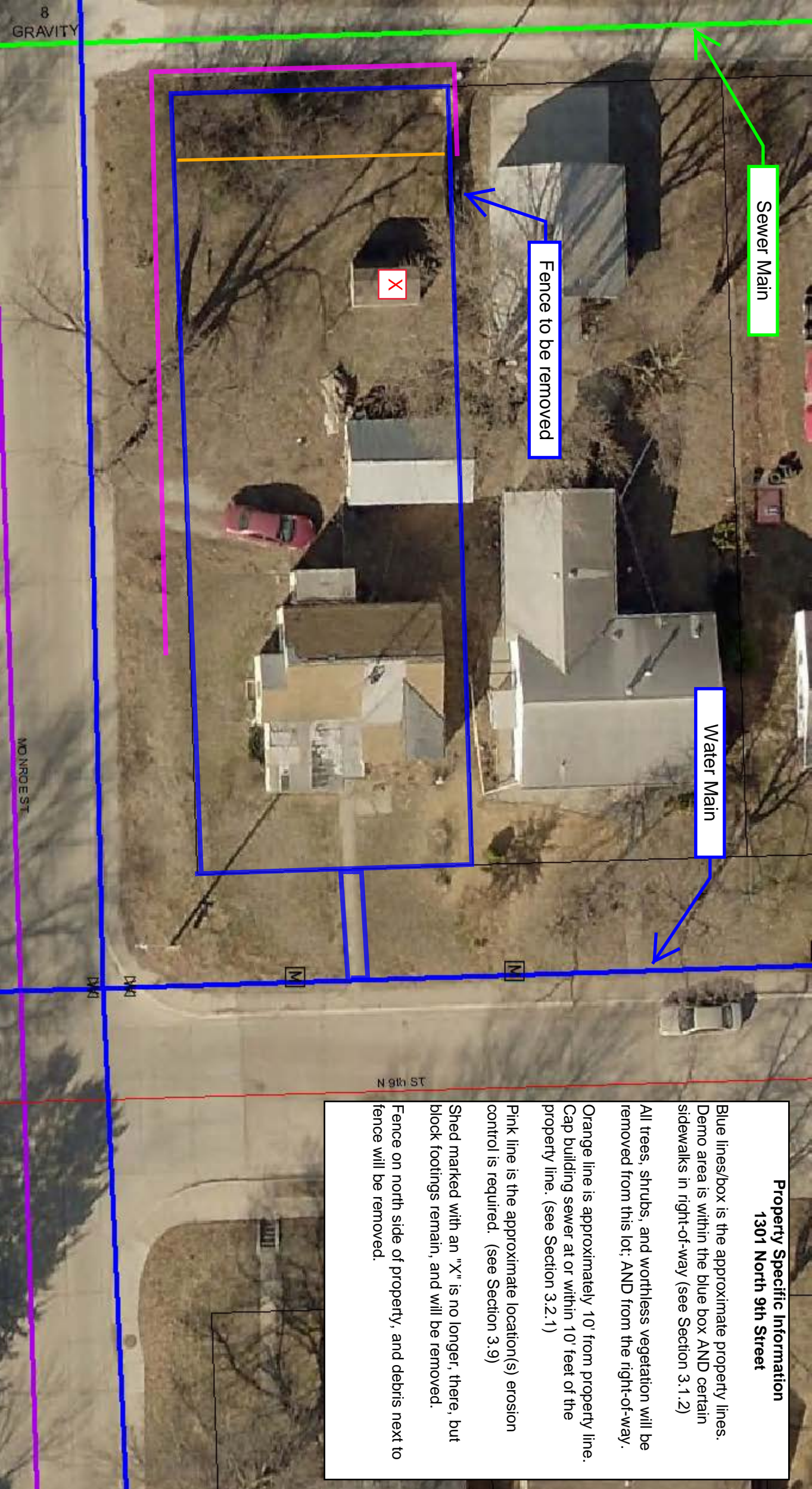
Company: _____ Address: _____

Phone: _____

Name: _____ Title: _____

Signature: _____ Date: _____

***Attach Certificate of Liability Insurance**



Property Specific Information
1301 North 9th Street

Blue lines/box is the approximate property lines. Demo area is within the blue box AND certain sidewalks in right-of-way (see Section 3.1.2)

All trees, shrubs, and worthless vegetation will be removed from this lot; AND from the right-of-way.

Orange line is approximately 10' from property line. Cap building sewer at or within 10' feet of the property line. (see Section 3.2.1)

Pink line is the approximate location(s) erosion control is required. (see Section 3.9)

Shed marked with an "X" is no longer, there, but block footings remain, and will be removed.

Fence on north side of property, and debris next to fence will be removed.

Property Specific Information
406 North 8th Street

Blue lines/box is the approximate property lines.
Demo area is within the blue box AND certain
sidewalks in right-of-way (see Section 3.1.2)

All shrubs and worthless vegetation will be removed
from this lot; AND from the right-of-way.

Orange line is approximately 10' from property line.
Cap building sewer at or within 10' feet of the
property line. (see Section 3.2.1)

Pink line is the approximate location(s) erosion
control is required. (see Section 3.9)





Sewer Main

**Property Specific Information
905 Pleasant Street**

Blue lines/box is the approximate property lines. Demo area is within the blue box AND certain sidewalks in right-of-way (see Section 3.1.2)
All shrubs, and worthless vegetation will be removed from this lot; AND from the right-of-way.
Orange line is approximately 10' from property line. Cap building sewer at or within 10' feet of the property line. (see Section 3.2.1)
Water well must be capped, marked with and "X"

Property Specific Information
500 feet North of 2nd Street and Grant Street

Blue lines/box is the approximate property lines.
Demo area is within the blue box.

All shrubs and worthless vegetation will be removed
from this lot; AND from the right-of-way.

