

Project Description

This solicitation is for demolition of twenty (24) residential houses and associated improvements on the Colorado Mesa University campus. It is likely that not all properties will be torn down. As noted below the razed properties are for additional parking and a construction site for a new engineering building.

The properties are all occupied therefore there will not be a mandatory walk through. The University respects the privacy of the tenants and requests that bidders not walk through the premises. Information about the properties can be obtained on line at the Mesa County Assessors' website, http://emap.mesacounty.us/assessor_lookup/.

This solicitation will also establish a 3 year price agreement with the awarded contractor for other ad hoc residential properties not on included in this solicitation. The bid sheet will establish a unit price per square foot that will be used to calculate the cost of demolition for other residential properties not included in this solicitation.

Scope of Services

Pricing shall include all labor, material and fees associated with the following scope of work: Completely demolish all structures at the following addresses:

NEW PARKING

816 Texas
836 Texas
842 Texas
804 Texas
841 Texas
835 Texas
828 Texas
1616 N. 8th Street
854 Bunting
780 Kennedy
800 Kennedy
810 Kennedy
820 Kennedy
815 Kennedy
825 Glenwood Ave
1200 Texas Avenue

ENGINEERING BUILDING FOOTPRINT

1400 North 7th
1410 North 7th
740 Kennedy
750 Kennedy
745 Elm
749 Elm
761 Elm
769 Elm

to include the complete removal of all foundations (footings, stem walls, monolithic slabs, etc.), all concrete sidewalks except those with public rights-of-way, shrubs and all landscaping except those select trees that will be kept, where marked, and haul to an approved landfill. All water lines shall be capped and abandoned at the main line in the adjacent public right-of-way, sewer lines shall be capped and abandoned at the main in the alley, gas services shall be capped at the main in the alley.

The site shall be graded to a level surface and all excavated areas shall be backfilled with suitable soils and compacted to 99% of AASHTO T-99. Fill shall be brought to within 1" of ground surface. Contractor shall comply with all applicable regulations and is responsible for all permitting and fees as may be required.

Work can begin immediately following the removal of asbestos and issuance of a Demolition Permit and shall be completed within 2-3 days.

Time is of the essence, the demolition for all properties must be completed as soon as possible in order to allow sufficient time to have the sites converted to parking lots. All parking lots must be completed by August 10, 2016. Colorado Mesa University reserves the right to make multiple awards for house demolition in order to meet the schedule.

Minimum Qualifications

Notice is hereby given to all interested parties that all firms will be required to meet these minimum qualifications to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Experience with projects of similar size, scope and magnitude (three projects completed in the last five years)
2. Demonstrated specific Demolition Contracting experience in projects of similar scope and complexity

Documentation demonstrating meeting these minimum requirements must accompany the cost proposal.

Property Demolitions

BID SHEET

NEW PARKING		
Address	Total Square Feet	Lump Sum Bid per Property
816 Texas Ave.	5,227	\$
836 Texas Ave.	6,970	\$
842 Texas Ave.	6,970	\$
804 Texas Ave.	5,663	\$
841 Texas Ave.	6,970	\$
828 Texas Ave.	6,970	\$
835 Texas Ave.	6,970	\$
1616 N. 8th St.	5,227	\$
780 Kennedy Ave.	8,712	\$
800 Kennedy Ave.	8,712	\$
810 Kennedy Ave.	8,276	\$
820 Kennedy Ave.	8,276	\$
815 Kennedy Ave.	6,970	\$
825 Glenwood Ave	7,841	\$
1200 Texas Ave.	8,712	\$
SUB-TOTAL	108,464	\$
ENGINEERING BUILDING FOOTPRINT		
Address	Total Square Feet	Lump Sum Bid per Property
1410 N. 7th St.	6,970	\$
740 Kennedy Ave.	6,970	\$
750 Kennedy Ave.	8,712	\$
745 Elm Ave.	9,148	\$
749 Elm Ave.	9,148	\$
761 Elm Ave.	9,148	\$
769 Elm Ave.	9,148	\$
SUB-TOTAL	59,242	\$
TOTAL		\$
TOTAL SQUARE FEET	167,706	
BID PRICE PER SQUARE FOOT	\$	COST FOR 2nd DEMOLITION CREW
TOTAL	\$	\$

Company Name

Signature

Date

SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions are acknowledged by both the State and the Contractor as being as much a part of the State Contract to which attached as though fully set forth therein.

Article 1. DEFINITIONS:

WORK – the material and/or labor the Contractor is to furnish to the State by operation of the State Contract.

SUBCONTRACTOR – a sole proprietorship, partnership or corporation which has a contract or subcontract with the Contractor for the performance of labor at the site of the work regardless of whether supplying of material is part of such contract or subcontract, but without contractual relationship to the State.

Article 2. ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss and account thereof.

Article 3. PERMITS, LICENSES AND REGULATIONS:

Permits and licenses required for prosecution of the work shall be procured and paid for by the Contractor.

Article 4. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain, at its expense, adequate protection of the work and the State's property, and shall take all practicable precautions in the interest of safety.

Article 5. INSPECTION OF THE WORK:

The State or authorized representative of the State shall at all times have access to the site of the work for purpose of inspection. The Contractor shall provide safe, convenient and proper facilities for such access and inspection.

Article 6. SUPERINTENDENCE OF THE WORK:

The Contractor shall keep a competent and reliable superintendent on the job at all times that labor is being performed. Any authoritative directions given to the superintendent shall be as binding as if given to the Contractor.

Article 7. CHANGES IN THE WORK:

The State, without invalidating the State Contract, may order extra work, or make any other reasonably related changes by altering, adding to or deducting from the work; the contract price and time for completion of the work being adjusted accordingly by mutual agreement. 24-105-301 thru 24-106-101, CRS, as amended are incorporated and made a part herein by reference as if fully set forth herein.

Article 8. DEDUCTION FOR UNCORRECTED WORK:

If the State deems inexpedient the correction of damaged work or of work not performed in accordance with the State Contract, equitable reduction of the contract price shall be made therefore.

Article 9. USE OF THE PREMISES:

The Contractor shall confine its apparatus, storage of materials and operations of its workmen to such places and within such limits as to cause least inconvenience to the users of the site.

Article 10. CLEANING UP:

The Contractor shall at all times observe good housekeeping practices and on completion of the work remove all tools,

scaffolding and surplus materials from the premises and leave the area of its operations "broomclean".

Article 11. GENERAL

- (1) The signatories hereto over that they are familiar with 18-8-301, et seq. (Bribery and Corrupt influences) and 18-8-401, et seq. (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions are present.
- (2) The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service of property described herein.

Article 12. LABOR, MATERIALS AND WAGES:

Title 8-17-101, C.R.S., as amended is applicable to the State Contract and reads, "Colorado labor shall be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works. The term, "Colorado labor, as used in this article means any person who has been a bona fide resident of the State of Colorado for a period of not less than one year, without discrimination as to race, color, creed or religion."

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado that read substantially as follows:

(a)"Preference is hereby given to Colorado labor and to supplies, materials and provisions produced, manufactured or grown in Colorado, quality being equal to articles offered by competitors outside of the State." (Title B-18-101 to 103, CRS, as amended).

(b)"A resident bidder shall be allowed a preference against a non-residential bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a residents (Title 8-19-101 to 103, CRS, as amended).

Article 13. SALES TAX EXEMPTION ON CONSTRUCTION OR BUILDING MATERIALS:

TAXES: REFUND OF SALES AND USE TAXES. The Contractor shall pay all local sales tax required to be paid, shall maintain such records in respect to its work, which shall be separate and distinct from all other records maintained by the Contractor. The Contractor shall furnish such data as may be necessary to enable the State to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes.

The Contractor shall require each of its subcontractors to pay all local sales taxes required to be paid and to maintain such records and furnish the Contractor with such data as may be necessary to obtain refunds of the taxes paid by such subcontractors. No State Sales and Use Taxes are to be paid on material to be used in this project. On application by the State or Contractor, the Department of Revenue shall issue to a contractor or subcontractor, a certificate or certificates of exemption per Title 39-26-114 and 203, CRS 1973.

FEDERAL TAXES. The Contractor shall exclude the amount of any applicable Federal excise or manufacturers' taxes from his proposal. The State will furnish the Contractor, on its request, the necessary exemption certificates to aid the Contractor in the recovery of any such Federal taxes paid by the Contractor for materials and equipment built into the structures of this project, or to support the Contractor's failure to pay such taxes, as the case may be.

Article 14. PERIODIC PARTIAL PAYMENTS:

If the State Contract price is one thousand dollars or less, payment to the Contractor will be made in one lump sum after completion on State's acceptance of the work.

If the State Contract price is in excess of one thousand dollars, and the time for completion of the work is more than one month, the Contractor may requisition and receive monthly progress payments in the amount of ninety percent of the value of the work completed to date less the total of such previous payments, if the Contractor is satisfactorily performing the State Contract.

Article 15. STATE'S RIGHT TO TAKE OVER THE WORK:

If the Contractor should fail to prosecute the work properly and diligently, or default in performance of any provision of the State Contract and its collateral documents, the State after seven days written notice to the Contractor and its surety (if there be such) may, without prejudice to any other remedy the State may have, dismiss the Contractor and complete the work and may deduct the cost of so doing from any unpaid balance of the contract price due or to become due the Contractor. If such cost of completion of the work be in excess of the unpaid balance of the contract price, the Contractor shall reimburse the State such excess or the State shall have cause of action at law for the amount of, such excess and all costs of prosecution of such action.

Article 16. STATE'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE OF THE WORK:

For good and sufficient cause, such as (a) unsuitable weather, (b) faulty workmanship, (c) improper superintendence, (d) Contractor's failure to carry out any reasonable order or to perform any provision of the State Contract and collateral documents, or (e) any other circumstance unfavorable for prosecution of the work, the State shall have the right to suspend the Contractor's performance of the work. Notice of such suspension shall be in writing. The Contractor shall resume performance of the work promptly when so notified in writing.

Article 17. LIENS:

No mechanic's lien lies against a publicly owned building in the State of Colorado. However, as will appear in the next following article, unsatisfied creditors for labor and/or material of the construction contractor of such a building are by law provided certain security.

Article 18. ACCEPTANCE AND FINAL PAYMENT:

Within ten days after the Contractor's declaration of completion of the work, the State will make a final inspection thereof to determine whether the work has been completed in accordance with the State Contract and collateral documents. If any punch-list results of such final inspection, the Contractor shall promptly rectify all items appearing thereon.

When the State indicates acceptance of the work through a notice of acceptance, the Contractor may requisition final payment, including retainage, on account of the contract price.

Article 19. GUARANTY AND WARRANTIES:

The Contractor shall furnish the State with a written guaranty for one year covering all labor, materials and workmanship incorporated in the work. The Contractor, in instances of work performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to the State on completion of the work. Such warranties will nowise lessen the Contractor's responsibilities under the State Contract and collateral documents. Whenever warranties or guaranties are required by the specifications for a period longer than one year, such longer period shall govern.

Article 20. POST-COMPLETION INSPECTIONS:

Final payment made to the Contractor on account of the work shall not operate to relieve the Contractor of responsibility for faulty material or workmanship, and, unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant there from which shall appear within one year from the date of final acceptance of the work, which date will be that of the State's notice of acceptance of the work.

The Contractor, the State and the architect-engineer, if there be one, about six and eleven months after acceptance of the work, as scheduled by the State Buildings Division, shall jointly make guaranty inspections of the work.

Colorado Mesa University Standard Insurance Requirements

- A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:
- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
 - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
 - 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- B. Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the purchase order or contract will be primary over any insurance or self-insurance program carried by the University.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.
- D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its organizations, officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.
- F. The contractor shall provide certificates showing insurance coverage required by this contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the

contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

- G. Notwithstanding subsection A of this section, if the contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.