



City of Omaha
Jean Stothert, Mayor

RECEIVED

2014 SEP 22 AM 9:55

CITY CLERK
OMAHA, NEBRASKA

Planning Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 1100
Omaha, Nebraska 68183
(402) 444-5150
Telefax (402) 444-6140

James R. Thele
Director

September 30, 2014

Honorable President

and Members of the City Council,

Transmitted herewith are quotes received and a Resolution authorizing the Purchasing Agent to issue a purchase order to Anderson Excavating Co. for the demolition of the two dwellings and garage located at 3722 North 19 Street.

The quote was received on September 8, 2014. Anderson Excavating Co. submitted a total bid of \$21,120.00 for the demolition of the two dwellings and garage located at 3722 North 19 Street.

The Planning Department recommends the acceptance of the quote from Anderson Excavating Co. in the amount of \$21,120.00, being the lowest and best quote received, and requests your consideration and approval of this Resolution.

The Contractor has on file a current annual Contract Compliance Report Form (CC-1). As is City policy, the Human Relations Department will review the Contractor to ensure compliance with the Contract Compliance Ordinance.

The Finance Department is requested to pay the cost of the demolition from General Funds Demolition 2014.

Respectfully submitted,

Referred to City Council for Consideration:

James R. Thele 9/12/14
James R. Thele Date
Planning Director

Jean Stothert 9/19/14
Mayor's Office/Title Date

Approved as to Funding:

Approved:

Stephen B. Curtiss 9/19/14
Stephen B. Curtiss AMH Date
Finance Director

Shirley D. ... 9/19/14
Human Rights & Relations Department Date

2085 dlh

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, quotes were received September 8, 2014, for demolition of 3722 North 19 Street; and,

WHEREAS, the lowest and best quote received was that of the following:

Anderson Excavating Co.	\$21,120.00
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WHEREAS, the quotes have been reviewed by the Planning Department, who has recommended the acceptance of Anderson Excavating Co. as being the lowest and best quote; and,

WHEREAS, Anderson Excavating Co. has complied with the City's Affirmative Action Program and completed and submitted an Affirmative Action Program Compliance Report.

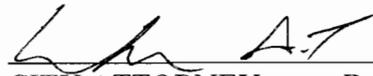
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA;

THAT, the quote of Anderson Excavating Co. for the demolition of 3722 North 19 Street, in the amount of \$21,120.00 is accepted and award is made to Anderson Excavating Co. The amount of this award shall be paid from General Funds Demolition 2014.

BE IT FURTHER RESOLVED:

THAT, the Purchasing Agent be authorized to issue a purchase order to Anderson Excavating Co. for the demolition of 3722 North 19 Street, in the amount of \$21,120.00.

APPROVED AS TO FORM:

<i>Asst.</i>		<u>15 SEP 14</u>
CITY ATTORNEY	DATE	

2085 dlh

By.....
Councilmember

Adopted.....

.....
City Clerk

Approved.....
Mayor



SPENCER MANAGEMENT LLC

P.O. Box 111623
Omaha, Nebraska 68111

24/7 Service: 402.507.1920
www.spencermanagement.org



SPENCER MANAGEMENT LLC

Certified Professionals: Bonded and Insured

September 8, 2014

Spencer Management would like to withdraw our bid for the demolition services for 3722 N. 19th Street. The pricing we have was for one structure, not two. If you need any additional information or have any questions/concerns, please feel free to contact Justin Moore at 402.201.8246.

Sincerely,

Justin A. Moore
Sr. Project Manager
Spencer Management LLC

DOUGLAS COUNTY PURCHASING DEPT.
 1819 FARNAM STREET
 902 Omaha-Douglas Civic Center
 OMAHA, NE 68183-0902
 FAX #402-444-5423

REQUEST FOR QUOTATION
ON: CITY OF OMAHA
Demolition of Three Structures

NOT AN ORDER

DATE DELIVERY REQUIRED: ASAP		QUOTE OPENING DATE - 11:00 a.m. CST on Monday, September 08, 2014		REQUISITION NO.		DEPARTMENT Planning	
COMPANY NAME: <u>Anderson Excavating Co.</u> ADDRESS: <u>1920 Dorcas Street</u> CITY / STATE: <u>Omaha, NE</u> ZIP CODE: <u>68108</u>				Please quote on this form your best price, terms, and delivery on the articles described below. Vendor must fill in columns 1 through 6 to receive consideration. Sign your firm name and official signature and mail completed form back to buyer. *WE WILL CONSIDER SUBSTITUTE OFFERS IF DIFFERENCES IN SPECIFICATION ARE EXPLAINED. WE QUOTE YOU AS BELOW EMAIL: <u>anderson.excavating@hotmail.com</u> PHONE#: <u>402-345-8800</u> FAX#: <u>402-345-2420</u> Submitted by (print): <u>Virginia M. Anderson</u> SIGNATURE: <i>Virginia M. Anderson</i> OFFICIAL TITLE: <u>President</u> DATE <u>9/08/14</u>			
TERMS		F.O.B. Delivered		DATE SHIPMENT CAN BE MADE		SHIPMENT VIA	
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
	Demolition of three (3) buildings in accordance with the attached pages: Unit Proposal for Demolition of Building (1 page), General Provisions (5 pages), Specifications for Demolition of Buildings (3 pages), Exhibit A and B (3 pages), and Asbestos NESHAP Notification of Demolition and Renovation (2 pages). 3901 N 53rd Street QUOTE: \$ 13,450.00 2208 D Street (3900 S) QUOTE: \$ 11,100.00 3722 19th Street & 3724 N. 19th St. QUOTE: \$ 21,120.00						
NOTE: GENERAL PROVISIONS & SPECIFICATIONS HAVE BEEN REVISED EFFECTIVE 4/2014 Bid bond or certified check required in the amount of \$1,000.00. Questions regarding this quote may be directed to: Carol Jensen at (402)444-5150, ext. 2113							

BUYER: Holly Hurt - Holly.Hurt@douglascounty-ne.gov

All bidders awarded a contract in the amount of \$5,000 or more must comply with the Contract Compliance Ordinance and have on file with the Human Rights & Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402)444-5055.

Return this quotation to Purchasing Department by fax at (402)444-5423 OR mail to above address.

**DOUGLAS COUNTY
REQUEST FOR QUOTE
ON: CITY OF OMAHA Demolition of Three Structures**

NOT AN ORDER

Page 2

DESCRIPTION
<p>Solid Waste Disposal: Pursuant to an Interlocal agreement between the City of Omaha (Res. 124) and Douglas County (Res. 85) dated January 31 2012, all solid waste collected and /or processed pursuant to City or County contracts is required to be taken to the Douglas County Pheasant Point Landfill and/or any other transfer station, MRF or disposal facility controlled by the City and/or the County.</p> <p>This includes trash, rubbish and other solid waste.</p> <p>This is a requirement that will not be waived.</p> <p>C&D, hazardous waste, untreated medical waste, and asbestos would be exempt from this directive, as would recycled materials.</p>
<p>If the Performance Bond and Insurance are not turned in within 10 calendar days from the award of the contract the bid will be considered forfeited and awarded to the next lowest bidder.</p>
<p>REQUIREMENTS FOR BID BOND: The surety company issuing the bid bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashier's checks drawn on a national bank or a bank chartered under the laws of the state, payable to the City of Omaha, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements. LETTERS OF CREDIT AND COMPANY CHECKS ARE NOT ACCEPTABLE SUBSTITUTES FOR A BID BOND AND WOULD BE CAUSE FOR REJECTION OF BID.</p>
<p>REQUIREMENTS FOR PERFORMANCE BOND: The successful contractor shall provide a performance bond or certified or cashier's check equal to his bid within ten (10) calendar days from award of the contract. The surety company issuing the performance bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashier's checks drawn on a national bank or a bank chartered under the laws of the state, <u>payable to the City of Omaha</u>, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements. LETTERS OF CREDIT AND COMPANY CHECKS ARE NOT ACCEPTABLE SUBSTITUTES FOR A PERFORMANCE BOND AND WOULD BE CAUSE FOR REJECTION OF BID</p>
<p>INSURANCE: For City projects where the scope of work will be less than \$200,000.00, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount of not less than \$500,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha an additional insured.</p> <p>For City projects where the scope of work will exceed \$200,000.00, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount of not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha an additional insured.</p>

SIGN ALL COPIES

Firm Anderson Excavating Co.
 By Virginia M. Anderson
 Title President Virginia M. Anderson

CONTINUATION SHEET

**DOUGLAS COUNTY
REQUEST FOR QUOTE
ON: CITY OF OMAHA Demolition of Three Structures**

NOT AN ORDER

Page 3

DESCRIPTION
<p>Equal Employment Opportunity: In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.</p>
<p>New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114) The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.</p>
<p>If the Contractor is an individual or sole proprietorship, the following applies:</p> <ol style="list-style-type: none">1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

SIGN ALL COPIES

Firm Anderson Excavating Co.
By Virginia M. Anderson
Title President Virginia M. Anderson

CONTINUATION SHEET

Responsible Contractor Compliance Form RC-1



1. Regulation:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):

Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.

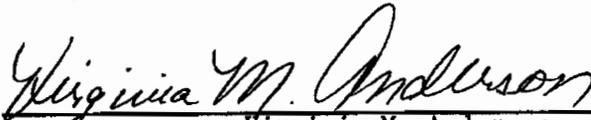
Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).

Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).

Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.

Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.

Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.



Signature Virginia M. Anderson

September 8, 2014

Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

Unit Proposal For Demolition of Structure(s)

Eric Carlson
Douglas County Purchasing Agent
902 Omaha Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183-0011

The undersigned, being familiar with the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, and equipment required to demolish the following list of condemned building for the unit prices herein set forth:

Description	Address	Unit Bid Price
Remove the dwelling, garage, terrace steps & all flat concrete in the lot.	3901 N 053 ST	\$ <u>13,450.00</u>

Description	Address	Unit Bid Price
Remove the dwelling, detached garage, terrace steps and all flat surfaces in the lot.	2208 D ST (3900 S)	\$ <u>11,100.00</u>

Description	Address	Unit Bid Price
Remove <u>both</u> dwellings, garage, terrace steps and all flat surfaces in the lot.	3722 N 019 ST & 3724 N. 19th St.	\$ <u>21,120.00</u>

" Each demolition site is a geographically separate site, not dependent or related to any other demolition site, and each site will be considered a separate award, per bid and attached specification."



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Certified Professionals; Bonded and Insured

September 8, 2014

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Sincerely,

Justin A. Moore
Sr. Project Manager
Spencer Management LLC