

Kevin Watson
City Administrator

651.204.6010 Phone
651.204.6110 Fax
Kevin.watson@cityvadnaisheights.com



The City of Vadnais Heights
800 East County Road E
Vadnais Heights, MN 55127

Memorandum:

TO: Mayor Fletcher and City Council Members

FROM: Kevin Watson, City Administrator *KW*

DATE: July 17, 2018

SUBJECT: Authorize City Administrator to sign contract with Frattalone to demo collapsed pole barn at Garceau property for \$10,700

Recommended Council Action

Authorize City Administrator to sign attached contract for \$10,700 with Frattalone to tear down and remove material from collapsed pole barn behind Garceau Hardware building.

Background

In Spring 2018, the City Council direct staff to demo the collapsed pole barn falling down behind the Garceau building. The project is rather small proved challenging to get quotes. The City did receive two quotes from Frattalone and Bolander. See attached.

Frattalone - \$10,700
Bolander - \$20,000

The Frattalone estimate is close to the ballpark Councilmember Urban was estimating, so I was comfortable with the two quotes we had received as a third had proved challenging to collect. The Frattalone quote is honored through the City Council meeting on July 17, 2018 for City Council approval. Contract is attached. Funding will be from contingency

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May 30, 2018

• Earthwork • Demolition • Utilities

DEMOLITION BID PROPOSAL

To: Kevin Watson
City of Vadnais Heights

Project: Garceau's Pole Building Removal
Vadnais heights, MN

Plans Dated: NA
Addenda: none

Thank you for the opportunity to partner with you on the above referenced project. Frattalone Companies, Inc. proposes the following:

DEMOLITION

* Demolish and totally remove building as discussed	
* Remove slab	
* Grade Site smooth	
* Obtain Demolition permit and Notify the MPCA	\$8,900.00
Alternate ADD Topsoil, seed and erosion blanket	ADD \$ 1,800.00

The following are not included in our proposal:
Surveying, Testing, Handling or Removal of hazardous or contaminated materials including asbestos (it appears there is none), mechanical or electrical work, or winter conditions

*** **This quote is valid for 30 days from proposal date.**

It is the mission of Frattalone Companies to be "the trusted civil site construction contractor" for our clients – always delivering quality, commitment and creative solutions. We continually challenge ourselves to exceed our client's expectations for value, quality, safety and on-time performance. Please contact me if you have any further questions or concerns.

Sincerely,

Jon Ekeroth
Project Manager
JonE@Frattaloneco.com
Cell: 651.248-9127



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

To: City of Vadnais Heights
Attn: Kevin Watson

Bid Date: May 31, 2018

Project: Collapsed Pole Barn Demolition
3429 Centerville Rd.,

Vadnais Heights, MN

Pricing as follows: Barn Demolition \$ 20,000.00

Sections: 5-24-18 email
Drawings: None
Addenda Acknowledged: None

Inclusions:

1. MPCA notification (required by MPCA) (two weeks notice required).
2. County inspection prior to demolition
3. Remove and dispose of the existing collapsed pole barn building and associated foundations.

Clarifications:

1. Environmental survey specific for demolition (required by MPCA)(not included)

Exclusions:

1. Permits, Bonds
2. Testing, monitoring & inspections, survey, layout work
3. Engineering, design, preconstruction video and survey
4. Shoring, bracing, earth retention, underpinning
5. Asbestos / lead / regulated waste / Municipal Solid Waste (MSW) / chemicals or hazardous materials
6. Underground tanks, well sealing
7. Removal or relocation of buried: debris, rubble, or obstructions (not associated with the existing structure)
8. Dust / weather / safety / protection - barriers
9. Utility disconnects / relocates / re-routes
10. Backfill, site removals, import or export of soils, erosion control
11. Restoration of any kind
12. Traffic and pedestrian control

This proposal is subject to review by Bolander in 30 days.

Thank you for the opportunity and please contact me with any questions or to discuss pricing.

Evan Mackey
Demolition Division Manager



• Excavating • Grading • Utilities • Demolition • Environmental • Field Services

CONTRACT

BETWEEN FRATTALONE COMPANIES, INC. AND THE CITY OF VADNAIS HEIGHTS

1. **PARTIES.** This Contract is between **Frattonone Companies, Inc.** located at 3205 Spruce Street, St. Paul, MN 55117 and the City of Vadnais Heights located at 800 County Road E East, Vadnais Heights, MN 55127.
2. **DATE.** This contract is effective as of the **June 29, 2018**.
3. **PROJECT.** The name of the project is **Garceau's Pole Building Removal**, (the "Project"). The Project is located in **Vadnais Heights, MN**.
4. **SCOPE.** Frattonone agrees to furnish all necessary labor, materials, tools, equipment, and supervision, and to perform the work described in **the Proposal dated 5/30/2018 and attached to this Agreement as Exhibit A (the "Work")**.
5. **CONTRACT AMOUNT.** The Owner agrees to pay Frattonone the sum of **\$10,700.00** (the "Price") subject to additions as may be required under Section 9, and to make such payments in accordance with Section 6.
6. **PAYMENT OF CONTRACT AMOUNT.** Frattonone will provide monthly invoices for completed Work and if applicable stored material. Owner agrees to make payment within 30 days of the invoice date. A finance charge of 12% per year will be charged on any balance 30 or more days past due.
7. **EXISTING CONDITIONS.** Owner is responsible for existing conditions. Owner will provide Frattonone with all Geotechnical Data and/or Survey(s) in its possession or under its control. Frattonone will visit the site but will not conduct a subsurface investigation. If subsurface conditions are different than as represented in the geotechnical information provided to Frattonone, and the change adversely affects Frattonone, Frattonone will be entitled to submit a claim for additional compensation pursuant to Section 11, and to an appropriate extension of time for performance. Unless explicitly provided for in the Proposal (Exhibit A) this contract excludes any and all hazardous material treatment, excavation and disposal.
8. **CONDITIONS OF PERFORMANCE.** Frattonone's price is contingent on the following conditions. If there is a failure of any of these conditions, the price shall be adjusted pursuant to Section 11 hereof:
 - a. Owner's good faith cooperation and fair dealing.

b. Owner making the site available so that the Work can be performed beginning in September 2017 and continuing to completion. To the extent that weather or other unforeseen conditions prevent the completion of the Work during such period or make it more costly, Frattalone shall be entitled to an extension of time and an adjustment for escalating costs to be calculated pursuant to Section 9.

c. Owner will ensure that the site is available so that the Work can be performed in a single, continuous operation and will require only one mobilization. If more than one mobilization is required as a result of Owner's failure to satisfy its obligations, Frattalone shall be entitled to receive additional compensation pursuant to Section 9. If, for reasons attributable to the Owner, Frattalone is required to maintain idle equipment on the Owner's site Frattalone shall be paid its daily equipment rental rates for such idle equipment.

d. Owner will ensure that Frattalone will be provided with adequate access to the work site and any on-site material storage areas Frattalone may request.

e. Owner agrees that Frattalone may dispose of excess materials as it chooses.

9. PERMITS. Unless otherwise provided, the Owner will obtain any necessary permits for the Work, including any building permit and any public authorizations or approvals necessary to construct the Project, except that Frattalone agrees to be responsible for obtaining any grading or demolition permits required for the Work.

10. CONTRACT DOCUMENTS. This Agreement, together with the attached Exhibits, of which are attached hereto as **Exhibit(s) A,B and D** respectively and made a part hereof, constitute the entire understanding of the parties and supercede(s) any prior quotations, proposals or agreements.

11. EXTRA WORK. Owner and Frattalone agree that Frattalone shall be entitled to additional compensation for added or changed work performed: (a) as a result of differing subsurface conditions; (b) as a result of a failure of one of the conditions in Section 8; and/or (c) for additional or different work performed at the Owner's request (collectively the "Extra Work"). Additional compensation for Extra Work shall be provided on the basis of cost (as determined on a time and materials basis in accordance with the figures listed on the "Equipment Price List" attached hereto as Exhibit B) plus a 15% mark-up for overhead and profit. Frattalone shall be responsible for field measurement of all items to be used in calculating the cost of performance of Extra Work. Frattalone shall not be entitled to be compensated for the Extra Work unless it receives the Owner's advance approval to proceed with the Extra Work.

12. PRE-LIEN NOTICE.

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

13. WORKMANSHIP. Unless otherwise required by the plans and specifications, all materials and workmanship shall be to code and in accordance with the standards of the local earthwork industry and the contract documents. Frattalone is not responsible for design errors and does not warrant a design that it has not provided.

14. WAIVER OF CONSEQUENTIAL DAMAGES. The Owner and Frattalone waive claims for consequential damages against one another.

15. INSURANCE. Frattalone maintains general liability, workers compensation and motor vehicle insurance coverage with the limits as described in Exhibit C:

If additional coverage limits or surety bonds are required by Owner, the cost of such additional coverage and bonds will be paid by Owner.

16. DISPUTE RESOLUTION. If there is any dispute arising out of this Contract or work performed before under this Contract the parties agree that principals of the Parties with full authority to bind the Parties will mediate in person for not less than one day in Minneapolis, Minnesota. The Parties attending the mediation must be knowledgeable of the dispute. The mediator shall be jointly selected by the Parties or if they cannot agree by the Chief Judge of Ramsey County District Court. The mediator may be but need not be an attorney. Any party submitting a request for money or time or some other remedy must provide a written statement of claim with back up to the other party prior to demanding mediation. If there is any dispute that is not resolved by mediation the dispute will be decided in Ramsey County District Court. The party prevailing in any dispute shall be awarded their attorneys' fees and costs.

17. CHOICE OF LAW. This agreement shall be governed by the laws of the State of Minnesota and any action related to this Agreement or to any work to be performed pursuant to this Agreement shall be venued in Ramsey County, Minnesota, except for a lien foreclosure action, which shall venued in the county where the subject property is located.

18. HEADINGS. Article and Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Owner and Frattalone for themselves and their successors, executors, administrators, and assigns, agree to the full performance of this Agreement.

IN WITNESS WHEREOF, we have executed the agreement on the date written above.

[SIGNATURE BLOCKS APPEAR ON NEXT PAGE.]

WITNESS:

OWNER:

By:

Signature

Name (Printed)

Its:

Title

WITNESS:

FRATTALONE COMPANIES, INC.

By:

Nicholas D. Frattalone
Its Chief Executive Officer

IMPORTANT

Frattalone cannot begin work until the signed Agreement is received.

15797/230003/471828

EXHIBIT A

THE WORK



May 30, 2018

• Earthwork • Demolition • Utilities

DEMOLITION BID PROPOSAL

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City of Vadnais Heights

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Sincerely,

Jon Ekeroth
Project Manager
JonE@Frattononeco.com
Cell: 651.248-9127

EXHIBIT B

HOURLY RATES AND EQUIPMENT PRICE LIST



2018 HOURLY EQUIPMENT RATES

DOZERS

D10 Dozer	\$	320
D-9 DOZER	\$	268
D-9 DOZER/RIPPER	\$	320
D-8R DOZER	\$	242
D-6 DOZER or JD 850	\$	214
D-6 GPS	\$	240
D4 / D5C / D6K DOZER	\$	160
D5 w/LASER - D6K w/GPS	\$	190

LOADERS

CAT 988 LOADER	\$	221
CAT 980 LOADER	\$	204
JOHN DEERE 844	\$	193
JOHN DEERE 824	\$	177
HALLA 380 E	\$	165
VOLVO L-110 LOADER	\$	160
CAT 950 LOADERS	\$	160
VOLVO L-70 LOADER	\$	154
VOLVO L-90 LOADER	\$	160
JOHN DEERE 544 LOADER	\$	154
CAT 924 LOADER	\$	154
CAT 928 LOADER	\$	154
CAT 906 LOADER	\$	137

TRAXCAVATORS

CAT 977L	\$	177
CAT 977L/RIPPER	\$	229
CAT 963	\$	177
CAT 963/RIPPER	\$	229
	\$	165

BACKHOES

CAT 375	\$	259
CAT 375/RIPPER	\$	338
VOLVO 480	\$	236
VOLVO 480 w/TOOL	\$	336
VOLVO 480 HIGH REACH W/ TOOL	\$	531
CAT 349	\$	236
CAT 349 w/ Tool	\$	336
CAT 336	\$	194
CAT 336 w/ Tool	\$	294
CAT 336/RIPPER	\$	273
CAT 336/GRAPPLE/THUMB	\$	221
CAT 329	\$	188
CAT 315	\$	165
CAT 315/RIPPER	\$	217
CAT 315/HAMMER	\$	265
CAT 315/GRAPPLE	\$	175
BOBCAT E32/E50	\$	138
BOBCAT E32/E50 w/HAMMER	\$	213

TRACTOR BACKHOE

JOHN DEERE 710	\$	143
CAT 426	\$	143

SCRAPERS

JOHN DEERE 9520/9400/SCRAPER	\$	270
QUAD TRACK W/ SCRAPER	\$	320
ADD 2ND SCRAPER	\$	75

OFF ROAD HAULERS

40 TON OFF-ROADS	\$	226
OFF ROAD WATER WAGON	\$	185

MOTORGRADERS

CAT 16G	\$	204
CAT 163	\$	204

BOBCATS

630 / 650 / 550 HIGH TRACK	\$	149
S550/ S160 w/TIRES	\$	127
MT-52 WALK BEHIND	\$	132
BOBCAT / BREAKER	\$	242
BOBCAT / GRAPPLE	\$	205
BOBCAT / SUPER SLEDGE	\$	180
BOBCAT / SWEEPER	\$	180
BOBCAT / AUGER	\$	294
BOBCAT / BRUSH HOG	\$	242
BOBCAT / LASER GRADER	\$	242

CRANES

AMERICAN 999 DRAGLINE	\$	320
AMERICAN 797 DRAGLINE	\$	278
GROVE ROUGH TERRAN	\$	252

COMPACTORS

815 COMPACTOR	\$	248
84" SHEEPS FOOT / SMOOTH	\$	177
66" SHEEPS FOOT /SMOOTH	\$	177
52" SHEEPS FOOT	\$	165
REMOTE CONTROL PACKER	\$	137
WACKER P-5 OR P-1	\$	116
ELECTRIC PLATE PACKER	\$	121

TRUCKS

ON ROAD WATER TRUCKS	\$	175
SINGLE AXLE	\$	121
CLAM TRUCK	\$	175
HOOK TRUCK	\$	175
TRI-AXLE	\$	120
QUAD-AXLE	\$	120
BELLY DUMPS	\$	131
END DUMP	\$	131
DEMO END DUMP	\$	131
SIDE DUMP / DIRT	\$	131
SIDE DUMP / DEMO	\$	131
CEMENT TRUCKS	\$	142
7 and 8 AXLE LOWBOY	\$	173
9 AXLE TRAILER (+ ESCORTS)	\$	205
11 AXLE TRAILER (+ ESCORTS)	\$	226
ESCORTS WITH PICKUP	\$	110

MISCELLANEOUS

2440 JOHN DEERE	\$	160
6400 JOHN DEERE	\$	160
2955 JOHN DEERE	\$	160
JD 4850 / 8650 / 9400 / 9520	\$	242
JD 4850 / 8650 / 9400 / 9520 W/IMPLIMENT	\$	252
28 FUSION MACHINE	\$	68
618 FUSION MACHINE	\$	84
SWEEPER	\$	163
WARRIOR SCREENER	\$	231
482 JOHN DEERE FORK LIFT	\$	127
HEAVY EQUIPMENT OPERATOR	\$	89
SUPERINTENDENT	\$	121
ESTIMATOR	\$	116
GPS DESIGN/SURVEYOR	\$	116
MECHANIC WITH TRUCK	\$	137
PICK-UP	\$	105
AIR COMPRESSOR OR GENERATOR	\$	20
CHOP SAW	\$	20
2" PUMP	\$	5
3" PUMP	\$	5
6" PUMP	\$	20
6" PUMP	\$	20
8" PUMP	\$	25
8" PUMP	\$	25
25 KW GENERATOR	\$	25