

A JOINT RESOLUTION OF THE CITY OF MILPITAS HOUSING AUTHORITY AND THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE APPROVAL OF A LOAN FROM THE HOUSING AUTHORITY TO THE CITY OF MILPITAS FOR THE DEMOLITION OF BUILDINGS AT 1650-1690 AND 1740-1830 McCANDLESS DRIVE

WHEREAS, on February 19, 2013, City Council adopted Resolution No. 8227 delegating the Public Works Director the authority to take emergency action and to allow emergency contracts to be executed without giving notice soliciting competitive bids; and

WHEREAS, the City of Milpitas desires to enter into a contract agreement with DR Horton for the demolition of City buildings at 1650-1690 and 1740-1830 McCandless Drive pursuant to the findings stated in Resolution No. 8227; and

WHEREAS, the City of Milpitas Housing Authority desires to authorize a loan in the amount of \$621,500.00 to the City of Milpitas to pay for the demolition of said City buildings and the City of Milpitas desires to repay the loan to the Housing Authority with interest at a rate of five percent (5%) upon the City of Milpitas collecting park-in-lieu fee from developers within the Transit Area Specific Plan; and

WHEREAS, the City of Milpitas Housing Authority and the City of Milpitas are agreeable to the terms and conditions of said loan in the amount of \$621,500.00 with five percent (5%) interest which shall be paid back to the Milpitas Housing Authority by the City of Milpitas within one year of the date of this Resolution (April 2, 2014).

NOW, THEREFORE, the Housing Authority and the City Council of the City of Milpitas hereby find, determine, and resolve as follows:

1. The Authority and the City Council have considered the full record before them, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to them. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Housing Authority agrees to provide the City of Milpitas with a loan in the amount of \$621,500.00 for the demolition of the above-referenced City buildings on McCandless Drive, subject to the terms and conditions stated hereinabove.
3. The City of Milpitas agrees to repay said loan under the terms and conditions stated hereinabove.

PASSED AND ADOPTED this _____ day of _____ 2013__, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, Housing Authority Secretary/City Clerk

Jose S. Esteves, Chair/Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, Housing Authority Counsel/City Attorney

PROJECT NAME	Milpitas	Bidder: Buccaneer Demolition				Bidder: R&B Equipment				Bidder: Gilroy Construction inc.			
TRADE	PROJECT #	Bid Date: 3/5/2013				Bid Date: 2/28/2013				Bid Date: 3/12/2013			
DESCRIPTION	Cost Code	QTY	Unit	Unit Price	Total Price	QTY	Unit	Unit Price	Total Price	QTY	Unit	Unit Price	Total Price
Demolish Site	1520. 25050	1	ls	\$ 521,198.00	\$ 521,198.00	1	ls	\$ 422,500.00	\$ 422,500.00	1	ls	\$ 415,000.00	\$ 415,000.00
Utility Allowance	1520. 25050	1	ls	\$ 75,000.00	\$ 75,000.00	1	ls	\$ 75,000.00	\$ 75,000.00	1	ls	\$ 75,000.00	\$ 75,000.00
Asbestos Removal Allowance	1520. 25050	1	ls	\$ 75,000.00	\$ 75,000.00	1	ls	\$ 75,000.00	\$ 75,000.00	1	ls	\$ 75,000.00	\$ 75,000.00
Sub-Total	1520. 25050			\$ -	\$ 671,198.00			\$ -	\$ 572,500.00			\$ -	\$ 565,000.00
AWARDED TO:													
REASON FOR AWARD:		Notes:				Notes:				Notes:			
APPROVED BY:													
DENNIS HUDSPETH, VP LAND DEVELOPMENT													
DATE:													
Items in red are plug in numbers for items not bid													



March 5, 2013

DR Horton
6630 Owens Drive
Pleasanton, CA 94588

Attention: Mr. Daryl Bauman

RE: 1690, 1830 and 1768 McCandless Dr, Milpitas

Dear Mr. Bauman:

Buccaneer Demolition, Inc. is pleased to provide a proposal for the demolition for the above referenced project per site visit on 2/27/13

SITE DEMOLITION SCOPE OF WORK:

1. Mobilize the project with required prevailing wage labor and equipment
2. Remove refrigerant from all air conditioners
3. Remove and properly dispose of all fluorescent light tubes
4. Demolish 3 commercial tilt up buildings
5. Demolish loading docks
6. Demolish all trees on site.
7. Demolish all on site flat work including asphalt parking lot and concrete curbs/walkways
8. Grind asphalt, crush concrete and leave stockpiled on site for use by others
9. Haul all additional debris to an appropriate facility and provide recycling tags to GC

Base Bid Price: \$521,198.00

Add alternate for underground utility demolition and cut/cap: \$75,000.00 allowance

QUALIFICATIONS:

1. Others to put in place temporary fences, barricades, dust barriers etc as needed
2. Others to complete disconnection, safe-off and capping of all utilities in such a manner to allow reasonable production by the demolition contractor

3. Temporary power, water, and sanitary facility will be available at site, we will provide a hydrant meter
4. GC to provide sufficient area to crush and stockpile AC and Concrete on site
5. All work to be completed in one mobilization
6. There are assumed to be no basements
7. All buildings are assumed to have foundations no deeper than 3'
8. Asphalt and concrete slabs assumed to be no thicker than 4"

STANDARD EXCLUSIONS:

1. All permits, bonds, fees, deposits unless noted otherwise
2. Testing and abatement of hazardous contaminated or asbestos-containing materials, ballasts containing PCBs, Freon, lead paint, hazardous chemicals, fluorescent tubes, or soils unless noted otherwise
3. Salvage and layouts unless noted
4. Clearing and grubbing
5. Removal and/or relocation of under ground utilities, basins & vaults unless noted otherwise
6. Earthwork - excavation, backfilling, compaction and grading unless noted otherwise
7. Removing base rock
8. Removing contaminated soils
9. O.T. or off hours work.
10. Any thing that is not specifically included in the scope of work above

Buccaneer Demolition Inc., as a part of it's performance under this proposal, has the right, at it's option to possess, retain, sell, distribute, recycle, use, or otherwise utilize, all, or a portion, of the salvageable materials, if any, which may result from the work of Buccaneer Demolition on any structures or other fixtures located on the customer's premises as a result of this proposal becoming a sub-contract agreement, unless other arrangements are made in advance of this bid proposal.

Signature Authorizing Acceptance: _____

We Recycle Above Industry Standards

**PAYMENTS IN FULL NET 30 DAYS NO RETENTIONS
THIS PROPOSAL IS GOOD FOR 30 DAYS**

All payments shall bear interest at the rate of one and one-half percent (1.5%) per month if not paid when due. In the event any legal action or arbitration is commenced to collect any sums due hereunder the prevailing party in any such proceeding shall be entitled to reasonable attorneys fees and associated costs in addition to any other relief awarded

Sincerely,
BUCCANEER DEMOLITION, INC.



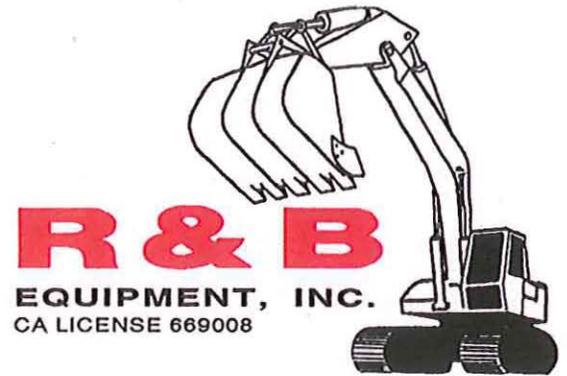
Arturo Ramirez
Division Manager

2/28/13

D. R. Horton

Atten: Dennis

Re: 1680, 1690, 1768,1788, 1810 & 1830 McCandless Blvd.



Dennis,

R & B Equipment is pleased to submit our proposal to furnish all labor, equipment, materials and supplies necessary to complete the demolition and site clearing on the above referenced project.

Scope:

- 1) Pull BAAQMD permit for demo and clearing.
- 2) Demo and off haul all demo debris and recycle per City requirements.
- 3) Clear site of all trees and vegetation and recycle per City requirements.
- 4) Demo all existing concrete and asphalt and crush onsite to ¾" class 2 spec.
- 5) Remove all underground utilities and cap at limit of demolition.
- 6) Backfill and compact voids left from demolition with on site material so as to be able to stock pile both concrete rubble and ¾" base rock.
- 7) Areas not used for concrete crushing activity to be left open for back fill by others.

Exclude:

- 1) Demo permits.
- 2) Hazardous materials handling or removal.
- 3) Backfill or compaction other than concrete crushing areas.
- 4) Hand picking of roots.
- 5) Utility relocation.
- 6) Removal of stumps in areas of utilities to remain.
- 7) Removal of asphalt with petrimat, if any.
- 8) Retention.

Pricing:

Lump sum demo and clearing\$497,500

Includes allowance for underground removal, crushing of approx. 12,500 tons of base rock and the paying of prevailing wage. Thank you for the opportunity to quote this project. Please feel free to contact me if you have any questions regarding this proposal.

Respectfully submitted,


Rick Jeffery



VIA ELECTRONIC MAIL

Tuesday, March 13, 2012

Dennis Hudspeth
VP Land Development
DR Horton, America's Builder
6630 Owens Drive
Pleasanton, Ca. 94588
MB: (925) 575-4228
PH: (925) 225-7453
FX: (925) 225-7405
EM: DHudspeth@drhorton.com

Re: DEMOLITION PROPOSAL
MCCANDLES AT MONTAGUE – MILPITAS, CA
BUILDINGS 1680, 1690, 1768, 1788, 1810 & 1830

Dear Dennis:

Attached herewith please find a copy of Gilroy Construction, Inc.'s Exhibit A - Proposal for mass demolition and rough grading of City owned Building in Milpitas, CA

We are prepared to start work immediately and we look forward to working with you on this project. If you have any questions or comments please feel free to contact myself directly @ (408) 639-2528 or Vince Giacalone @ (408) 722-8913.

Sincerely;

A handwritten signature in blue ink, appearing to read "Michael McDermott", with a stylized flourish at the end.

Michael McDermott
Gilroy Construction, Inc.
Lic. #: 892638 A&B

Exhibit A
PROPOSAL

Gilroy Construction, Inc. is pleased to provide the following quotation for the demolition and rough grade for the above mentioned project.

SCHEDULE A - DEMOLITION

Demolish Superstructures -

1. Mobilization
2. Demolish North Buildings (±52,000 sf)
3. Demolish South Buildings (±40,000 sf)
4. Demolish loading docks
5. Demolish pavers feeding existing buildings (± 6,000 sf)
6. Demolish trees within project boundary (± 120 ea)
7. Demolish AC within project boundary (± 100,000 sf)
8. Crush all AC and concrete generated on site to Class material (± 8,000 ton)
9. Recycle of all materials to appropriate landfill(s)
10. Traffic control/traffic plan as required for our portion of work
11. Dust control including water
12. Protection of decorative pavers where required
13. Rough Grade -
 - a. Upon completion of demolition, rough grade, high track and back drag site smooth
 - b. Existing depressions to be smoothed over with fill on site, bid assumes no import
 - c. Traffic control as required for our portion of work
 - d. Dust control including water

SCHEDULE B - EXCLUSIONS

We are excluding the following for all above described work items:

1. Testing of hazardous, contaminated and/or asbestos containing materials, PCB ballasts, mercury light tubes, oils and/or Freon
2. Winterization, pumping, mud work or temporary roads
3. Dewatering
4. Storm Water Run-Off Plan

SCHEDULE C - PRICE

Gilroy Construction, Inc. proposes to perform the above-described work for the price of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS & 00/100 (\$415,000.00).

SCHEDULE D - ALTERNATE PRICING

- A. Removal of underground utilities; includes capping and backfill.
 - I. Total Cost: SEVENTY FIVE THOUSAND DOLLARS & 00/100 (\$75,000.00).
- B. Removal of asbestos related material.
 - I. Total Cost: SEVENTY FIVE THOUSAND DOLLARS & 00/100 (\$75,000.00).