



## City of Duluth

DEPARTMENT OF PUBLIC WORKS/UTILITIES  
Engineering Division  
211 City Hall • Duluth MN 55802  
(218) 730-5200 Fax: (218) 730-5907

Date: April 29, 2014

City of Duluth Bid # 14-03DS

Job Description: Duluth Traverse Trail –Mission Creek Phase II

City Project No. 1323

### **Re-Bid Addendum #2**

#### **1. Clarifications:**

- a. It is not anticipated that additional rock will be needed above and beyond what can be found within the 50' wide trail corridor. In the event that rock is needed, the City has indicated that they have reasonable amounts available and will deliver it to the general vicinity of the Mission Creek Trail area. Contractor is to coordinate delivery with the City Trails Coordinator (Judy Gibbs [jgibbs@duluthmn.gov](mailto:jgibbs@duluthmn.gov)). Transportation into the job site is the responsibility of the contractor.
- b. Wage rate requirements included in the bidding documents must be followed as a part of this project.
- c. There is not a union Project Labor Agreement (PLA) requirement with this project.
- d. Trail protection from unauthorized trail users and trail closure of the construction site during the construction process is the responsibility of the contractor during the construction phase. Upon final acceptance by the Owner, for the entire project, or a sub-project trail segment, protection is the responsibility of the City and local club COGGS. Once a segment of trail has been accepted by the Owner the contractor is not authorized access to that segment as a means of ingress or egress to the construction site unless to perform repair work as directed by the Owner under the warranty. Refer to MN/DOT Standard Specifications for Construction 2005 edition, section 1516 (attached) and the City Construction Standards Section S-8 (attached).
- e. Attached for reference are the questions with answers received prior to the pre-construction meeting on 4/25/2014.

#### **2. Q and A:**

- a. Does the one year warranty apply for landslide areas?
  - i. Where the trail must be constructed through a recent landslide that is not stabilized with vegetation at the time of construction, the one year warranty from date of final acceptance by Owner does not apply. This statement does not relieve the contractor's responsibility to construct trail through landslides that meet the intent of the Construction Documents. Refer to MN/DOT Standard Specifications for Construction 2005 edition, section

1516 (attached) and the City Construction Standards Section S-8 (attached).

- b. Can wetlands/wet areas be crossed to gain access to a project site?
  - i. Yes, wetlands are allowed to be crossed and must be restored and or repaired if any damage has been done during the crossing. No filling or deposition of brush slash is allowed in these suspected wetland areas. Brush slash must be deposited in an upland location per the specifications.
- c. How often does the City pay on invoices from the Contractor?
  - i. The City makes payments monthly.
- d. How is mobilization paid out?
  - i. Refer to MN/DOT Standard Specifications for Construction 2005 edition, section 2021 (see attached).

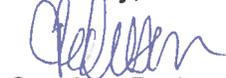
**3. Bid Guaranty Clarification:**

- a. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.
- b. Revised bids submitted before the opening of bids, whether forwarded by mail, fax, or in person, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.
- d. MN/DOT Standard Specifications for Construction, 2005 edition, section 1307 (attached) clarifies when a bid bond will be forfeited.

All other items remain the same.

Be sure to acknowledge this addendum and all others on the back cover sheet of your bid. Return the entire completed "request for bid" packet and all addenda as your bid.

Sincerely,



Caroline Pedersen, P.E.  
Chief Engineer of Transportation

**1516****Acceptance of Work****1516.1 PARTIAL ACCEPTANCE**

Upon completion of a substantial portion of work, such as a major structure, an interchange, or a section of road or pavement, the Contractor may request inspection and acceptance of that portion. If the Engineer finds, upon inspection, that a substantial portion of the work has been satisfactorily completed in compliance with the Contract, the Engineer may accept the completed portion and relieve the Contractor of further responsibility for its maintenance. Partial acceptance of work shall not become effective until it has been made in writing, and this acceptance shall not in any way invalidate or alter any of the terms of the Contract.

**1516.2 FINAL ACCEPTANCE**

Upon due notice from the Contractor that all work has been completed, the Engineer will make an inspection of the entire Project. If any work is found to be unsatisfactory or incomplete, instructions for correction will be issued and another inspection will be made after the Engineer receives notice that the instructions have been carried out.

When final inspection reveals that all work has been completed in accordance with the terms of the Contract, the Engineer will so notify the Contractor in writing on the date of the final inspection. The materials and workmanship will then be accepted forthwith, relieving the Contractor of further responsibility therefor.

Acceptance of work, as provided for herein, shall not relieve the Contractor of any financial liabilities imposed on the Contractor by statute, nor shall it constitute final acceptance of the Contract. Final acceptance of the Contract will not be made until the Contractor has executed and returned the "Certificate of Final Acceptance," contained on the final voucher.

**1517****Claims for Compensation Adjustment**

If the Contractor deems that additional compensation is due for work or materials not clearly covered in the Contract or not ordered as extra work, the Contractor shall notify the Engineer in writing of the intention to make claim for additional compensation before beginning or continuing the work on which the claim is based.

If the notification is not given as required, or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual costs, then the Contractor waives all claims for the additional compensation in connection with the work already performed.

contractors, sub-contractors or vendors performing any of these covered tasks shall submit their Operator Qualification Plan and a list of employees' names, job titles and covered tasks to be performed under this contract to the Engineer for approval.

**S-8 CORRECTION PERIOD**

The provisions of MN/DOT 1307 are changed to include the following:

If within one year after the date which the contractor signs the final estimate for payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with written instructions:

- A. Repair such defective land or areas; or
- B. Correct such defective work; or
- C. If the defective work has been rejected by owner, remove it from the project and replace it with work that is not defective, and
- D. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting there from.

**S-9 MEETINGS**

A Preconstruction Meeting will be scheduled and conducted by the Engineer and shall be attended by representatives of the Owner, Contractor and all subcontractors as deemed required by the Engineer. The purpose of the meeting will be to identify all project participants, review project requirements and specifications, establish the method of making pay requests and other matters that may be deemed necessary to be discussed. At this meeting, the Contractor shall submit the proposed construction schedule for review, consensus by the parties and approval. The Contractor shall also submit a schedule of values for the work to be used as the accounting format for all progress payments.

Brief weekly Construction Progress meetings, as deemed necessary by the Engineer, will be held and shall be attended by all Contractors. The purpose of the meeting will be to coordinate work schedules, review the project progress and other matters that may be deemed necessary to be discussed. A construction progress meeting agenda shall be prepared as deemed necessary by the Engineer. All construction progress meeting attendees shall be fully prepared prior to the meeting and shall be ready to discuss issues raised as they relate to their work. This shall include, but not be limited to, providing revised schedules, milestone activities, specific requirements for subordinate construction and any proposed or completed changes required for their work.



ARCHITECTURAL  
RESOURCES • INC.

## Duluth Traverse Trail Phase II – Mission Creek

### Contractor Questions

Updated: 4/25/14

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1. Boardwalks/Bridges: Can the design of the boardwalks & bridges be modified? Do all structures have to be flat? Can they have camber, are they allowed to turn, and can they ramp up and or down in the same structure? Who approves the designs of the boardwalks & bridges?

The boardwalk and bridge designs in the drawings show a generic installation that was permitted through the EAW process and intended for bidding purposes. After the contract has been awarded the contractor is to submit a shop drawing of the actual design intended to be constructed for approval by the Landscape Architect. If the shop drawings meet the intent of the construction documents they will be approved.

Camber, peaks and valleys, and turns within the boardwalk/bridge structure are encouraged if they help with the flow and overall quality of the trail experience.

2. What if no rocks can be found within the 50 foot trail corridor to create armored tread sections in the trail?

If rocks cannot be found within the 50 trail corridor the Owner or Landscape Architect will approve either; going outside of the 50 foot corridor to gather rocks that are visible and easily collected without significant disturbance, or approve the use of turf block pavers in place of rock armoring.

3. Can existing trails be used as access to the project sites?

Yes, as long as any damage caused by your vehicles and equipment is fully restored and the vegetation is re-established to prevent erosion.

4. How will we know when we are close to wet areas/wetlands that we are not allowed to cut tread in?

If there are any areas in question please contact the Owner or Owner's Representative with enough advance notice to get in the field and make a determination. Any wet areas/wetlands will require a boardwalk or bridge to be built over them.

5. What is the Warranty Period?

One year from acceptance by Owner.

6. Are there any areas that will need raised tread or turn pike constructed?

Trail locations with cross slopes of 0% to 15% are identified in the plans as "Type A" trail. In most locations where there is 'Type A' trail a boardwalk is proposed in that location. Type A trail locations that do not have a boardwalk proposed are identified in the plan sheets on pages 12-50 of the plan set. It is up to the contractor to decide if a raised tread solution is the appropriate construction for a specific location. Raised tread in these locations should be included in the unit bid price for Type A trails.

7. Is the contractor responsible to purchase boardwalk materials and erosion control materials? Where is a good local location to get pricing for rough cut lumber and erosion control materials? Is there a significant lead time for rough sawn lumber?

For this project the contractor is responsible to purchase all materials. There can be lead times dependent upon the material that is ordered.

For rough sawn lumber the bike club COGGS uses:

Lester River Sawmill  
5769 Rice Lake Road  
Duluth, Minnesota 55803  
(218) 721-3400

For erosion control the bike club COGGS uses:

Brock White Construction Materials  
4231 West 1st Street  
Duluth, Minnesota 55807  
(218) 628-2231

For fasteners the bike club COGGS uses:

Fastenal  
3824 W Superior St  
Duluth, MN 55807  
(218) 727-0939

8. When is construction going to start?

The Owner anticipates it will issue the notice-to-proceed mid to late May 2014. Typically the trail construction season in Duluth starts late May.

9. Will there be any blasting required as part of this contract? Is there a lot of cobble in the soil? What is the soil like?

No. There was not any bedrock observed in the project corridor. Based on last year's construction project there is very little stone and granular in the soils if not an absence of it. The National Cooperative Soil Survey <http://websoilsurvey.sc.egov.usda.gov/> identifies typical soil profiles within the project boundary as a combination of sandy loam, silt loam and loamy fine sand to clay loam and clay. A low occurrence of rock cobble mixed in with the soil was observed during earlier construction phases in the same area. Refer to the soil survey website for more information.

**10. What width do the bridges need to be?**

For bidding purposes use the widths that are identified in Bid Worksheet B. If a different width is deemed necessary during the construction process, that can be worked out during the shop drawing phase.

**11. Who is responsible for final design? There is flagging missing will that be fixed prior to the start of construction?**

The trail alignment corridor has been flagged by IMBA for the Owner. The flag line represents the center line of a 50 foot wide corridor. As part of this project the contractor is responsible for final field alignment and design and must remain within 25 feet on either side of the corridor flag line. If there is a need to go outside of the corridor the contractor must receive written Owner approval. The flag line will be refreshed prior to the start of construction.

2021.5

**DIVISION II  
CONSTRUCTION DETAILS**

**2021  
Mobilization**

**2021.1 DESCRIPTION**

This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project.

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**2021.5 BASIS OF PAYMENT**

Based on the lump sum Contract price for mobilization, partial payments will be made as follows:

- (a) On the first partial estimate that shows work performed on at least one major Contract item or after 5% of the original Contract amount has been completed, exclusive of the Mobilization item, 50 percent of the amount bid for mobilization will be paid, but not to exceed 3 percent of the original Contract amount; or
- (b) When 15% of the original Contract amount has been completed, exclusive of the Mobilization item, 75 percent of the amount bid for Mobilization will be paid, but not to exceed 5 percent of the original Contract amount; or
- (c) On the first partial estimate that shows work performed on each and every major Contract item, 100 percent of the amount bid for mobilization will be paid; or
- (d) When any previous partial estimate shows that 25 percent or more of the original Contract amount has been earned, exclusive of mobilization payments, 100 percent of the amount bid for mobilization will be paid on the next partial estimate.

The original Contract amount shall be the total value of all Contract items, including the mobilization item. Major Contract items may be listed as such in the Special Provisions or Bid Schedule. In the absence of such listing, these items shall be any Contract item or items having an individual amount in excess of 5 percent of the original Contract amount.

When the amount bid for the mobilization item exceeds 5 percent of the total original Contract amount, the Department reserves the right to withhold (on any partial estimate) the portion in excess of 5 percent

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time may be granted by the Department provided satisfactory evidence is furnished that the forms will be executed.

All members of a partnership, and the President or Vice President and the Secretary or Treasurer of each corporation shall sign the Contract and bond. In the case of joint ventures, signature requirements shall apply to each firm represented.

Notice of approval or disapproval of the Contract and bond will be given the successful bidder within 10 days after the forms have been properly executed and returned to the Contracting Authority. No award shall be considered binding nor shall any Contract become effective until the Contract form has been fully executed and approved as required by law.

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**Failure to Execute Contract**

Failure on the part of the successful bidder, within the time allowed, to execute the Contract, furnish an acceptable bond, or comply with any other requirements imposed precedent to approval of the Contract, shall be considered just cause for cancellation of the award and forfeiture of the Proposal guaranty, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised or otherwise performed as the Department may decide.