

PROJECT MANUAL

Window Replacement Hillside Community Center Duluth, MN

City of Duluth, MN

**Date: June 21, 2013
City of Duluth Purchasing Number 13-19DS
TKDA Project No. 0015245.001**



11 East Superior Street, Suite 340
Duluth, MN 55802
218.724.8578
tkda.com

Central Hillside Community Center
Window Replacement
Duluth, MN

PN 0015245.001

DOCUMENT 00 01 01

TITLE PAGE

Project Manual Including Specifications for Construction of:

**Central Hillside Community Center
Window Replacement
Duluth, MN**

Owner:

City of Duluth
1532 West Michigan Street
Duluth, MN 55806

Architect:

TKDA
11 East Superior Street
Suite 340
Duluth, Minnesota 55802
(218) 724-8578
(218) 724-8717 FAX

Address all communications regarding this work to the Architect at the address listed above.

END OF DOCUMENT

Central Hillside Community Center
Window Replacement
Duluth, MN

PN 0015245.001

DOCUMENT 00 01 05

CERTIFICATION PAGE

Central Hillside Community Center
Window Replacement
Duluth, MN

Architect's Certification

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

By



Ronald E. Stanius, AIA, CCS

License No. 18104

END OF DOCUMENT

DOCUMENT 00 01 10

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Introductory Information

00 01 01	Title Page
00 01 05	Certification Page
00 01 10	Table of Contents

Procurement Requirements

00 11 13	Invitation to Bid
00 21 13	Instruction to Bidders
00 41 13	Bid Proposal Form
00 45 19	Affidavitt of Non-Collusion
00 45 36	Equal Employment Opportunity Affidavit

Contracting Requirements

00 61 13	Payment Bond Form
00 72 00	General Conditions
00 73 13	Supplementary General Conditions
00 73 16	Special Conditions
00 73 49	Project Labor Agreement
00 73 73	Withholding Affidavit for Contractors IC-134
00 91 13	Addenda (If Issued)

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary
01 20 00	Price & Payment Procedures
01 30 00	Administrative Requirements
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities & Controls
01 60 00	Product Requirements
01 70 00	Execution And Closeout Requirements

DIVISION 02 - EXISTING CONDITIONS

02 41 19	Selective Structure Demolition
----------	--------------------------------

DIVISION 05 - METALS

05 50 00	Metal Fabrications
----------	--------------------

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

06 61 16	Solid Surface Fabrications
06 65 00	Plastic Simulated Wood Trim

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 92 00	Joint Sealants
----------	----------------

Central Hillside Community Center
Window Replacement
Duluth, MN

PN 0015245.001

DIVISION 08 - OPENINGS

08 41 13	Aluminum Entrances & Storefronts
08 54 13	Fiberglass Awning Windows
08 81 00	Glass

END OF DOCUMENT

DOCUMENT 00 11 13
INVITATION TO BID FORM

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Attached Invitation to Bid Form.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF DOCUMENT

CITY OF DULUTH
INVITATION TO BID

PROJECT NAME/DESCRIPTION: CHCC Exterior Window and Door Replacement

PROJECT NUMBER: 13-019

BID NUMBER: 13-019DS

Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5003 at 2:00 p.m., local time on Tuesday, July 16, 2013, for the CHCC Exterior Window and Door Replacement; immediately thereafter, bids will be taken to Room 106A City Hall where they will be publicly opened and read aloud.

NOTICE TO BIDDERS:

- 1) A Project Labor Agreement (PLA) will be required for any bid that is over or could virtually go over \$150,000.**
- 2) Unless a Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds.**
- 3) A pre-bid meeting and walk-thru of the site will take place at 2pm, Tuesday, July 2, 2013, on site.**

This advertisement is also available on the City of Duluth website at http://www.duluthmn.gov/purchasing/bid_information.cfm.

In general, this project consists of the removal of exterior doors and windows at the Central Hillside Community Center, for replacement with new.

Proposal forms, contract documents, plans and specifications as prepared by the firm of TKDA Architects, are available on line at the City's website: http://www.duluthmn.gov/purchasing/bid_information.cfm, ShelDon online planroom: <http://www.sheldonplanroom.com/>, and are on file at the following offices: City Purchasing Office; City Architect's Office; Duluth Builder's Exchange; McGrawhill Construction; Minneapolis Builder's Exchange; Reed Construction Data, and the St. Paul Builder's Exchange.

Copies of these plans and specifications may be obtained for purchase from at ShelDon Group, Inc., 124 E. Superior Street, Duluth, MN 55802, (218) 727-2817 or toll free at 1-800-869-5088, for the cost of printing. No return deposit on plans.

A certified check or bank draft payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries, wages and benefits as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin and must meet the affirmative action goals. Contractors are encouraged to subcontract with disadvantage business enterprises when possible.

The City of Duluth reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the City of Duluth for a period not to exceed thirty (30) days from the date of opening the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

Dennis Sears
Purchasing Agent

amount equal to five percent (5%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries, wages and benefits as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin and must meet the affirmative action goals. Contractors are encouraged to subcontract with disadvantage business enterprises when possible.

The City of Duluth reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the City of Duluth for a period not to exceed thirty (30) days from the date of opening the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

Dennis Sears
Purchasing Agent

DOCUMENT 00 21 13
INSTRUCTION TO BIDDERS

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Attached City of Duluth Instruction to Bidders form.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

1. Use of Separate Bid Forms. These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract document, filled out, or executed. Separate copies of bid forms are furnished for that purpose.
2. Interpretations or Addenda. No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing and emailed to *Kim Meldahl of TKDA Architects*: kim.meldahl@tkda.com. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the offices of the Purchasing Agent and City Architect at least five days before bids are opened. In addition, all addenda will be emailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract, and all bidders shall be bound by such addenda, whether or not received by the bidders.
3. Inspection of Site. Each bidder should visit the site of the proposed work and become fully acquainted with the existing conditions there relating to construction and labor, and should fully understand the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal instrument or to visit the site and become acquainted with the conditions there existing; and the City of Duluth will be justified in rejecting any claim based on facts regarding the failure to do so.
4. Alternative Bids. No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.
5. Bids.
 - a. All bids must be submitted on forms supplied by the City of Duluth Purchasing Agent and shall be subject to all requirements of the contract documents, including the drawings, and these Instructions to Bidders. All bids must be regular in every respect; and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.
 - b. Bid documents including the bid and the bid guaranty shall be enclosed in an envelope which shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to City of Duluth Purchasing Agent, 100 City Hall, Duluth, Minnesota 55802.

c. The City of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached, and at its option may reject the same.

d. If the project is awarded, it will be awarded by the City of Duluth to the lowest responsible bidder assuming that the bids are within funds available based on the lowest base bid and or in combination with selected alternates (if any). The alternates will be accepted in numerical priority order, as shown on the bid form. By the award of the contract, it is assumed that the work will be completed within the time-frame as specified within the contract documents.

e. Each bidder shall include in the bid the following information:

Principals -- Names
Social Security Numbers
Home Addresses, including city, state, & zip code

Firm -- Name
Treasury Number
Address
City, State & Zip Code

Mechanical & Electrical Subcontractors -- Names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal Form).

6. Bid Guaranty.

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 or telegram, 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.

7. Collusive Agreements

a. The successful bidder on each City of Duluth construction project shall be required to execute a City of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement

with any other person, firm, or corporation in regard to any bid submitted.

b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval, and an affidavit substantially in the form provided in Section 103 of General Conditions hereof.

8. Unit Prices. The unit price for each of the several items in the proposal of each bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications as provided for in Section 109 hereof.

9. Corrections. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10. Time for Receiving Bids.

a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

11. Opening of Bids. At the time and place fixed for the opening of bids, the City Purchasing Agent will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. Withdrawal of Bids. Bids may be withdrawn by request of the bidder prior to bid opening. The bid guaranty of any bidder withdrawing a bid will be returned promptly.

13. Award of Contract: Rejection of Bids.

a. The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The City of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

b. The City of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents.

14. Execution of Agreement: Performance and Payment Bond.

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Duluth an agreement in the form as furnished by the City, in such number of copies as the City of Duluth may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:

1) A performance bond for the use and benefit of the City of Duluth to complete the contract according to its terms, and conditioned on saving the City of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and

2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

Both the performance bond and the payment bond shall be in a penal sum of not less than the amount of the contract awarded. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. A current power of attorney for the person who signs for any surety company shall be attached to such bonds.

c. The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Duluth may grant, based on reasons determined sufficient by the City of Duluth, shall constitute a default, and the City of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Duluth for a refund.

15. Wages and Salaries.

a. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.

b. The rates of pay set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

16. Equal Employment Opportunity. Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section II).

17. Employment and Business. Attention of bidders is particularly called to the requirement that, to

the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the City of Duluth. Additionally, efforts should be made, if any work is subcontracted, to award subcontracts to concerns located in or owned in substantial part by persons residing in the City of Duluth.

18. Sales and Use Taxes. It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his expense, for which no direct compensation will be made by the City to the contractor over and above the accepted bid.

19. Pre-Bid/Pre-Construction Meetings.

a. Fourteen (14) days prior to bid date, a pre-bid meeting will be held (see Bid Form for time and place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any prime bidders to attend this meeting could jeopardize the contract award.

b. Approximately seven (7) days after City Council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his construction schedule, cost breakdown, required submittals, etc.

20. Equal Employment Opportunity (EEO) Affirmative Action Policy Statement and Compliance Certificate.

a. The successful bidder on each City of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.

b. Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

DOCUMENT 00 41 13
BID PROPOSAL FORM

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Attached City of Duluth Bid Proposal Form.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF DOCUMENT



REQUEST FOR BID
Date: June 24th, 2013
Project #: 13-019
Bid #: 13-19DS

CITY OF DULUTH

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
100 City Hall
Duluth, Minnesota 55802
(218) 730-5000
dsears@duluthmn.gov

Central Hillside Community Center Exterior Window and Door Replacement

BID OPENING AT: 2:00PM ON TUESDAY, JULY 16, 2013

NOTE: All bids must be written, signed and transmitted in a sealed envelope, plainly marked with the Subject Matter and Opening Date. The City of Duluth reserves the right to split award where there is substantial savings to the City, waive informalities and to reject any and all bids. Bidder shall state in proposal if Bid price is based on acceptance of total order. All applicable sales and/or use tax are to be included in the bid pricing. Bid will not be the only consideration for award of Bid. All pages shall be signed or initialed by authorized bidder=s representative as indicated at the bottom of the page(s) of the request for bid forms. City Project Contact: Tari Rayala, City of Duluth Architect, (218)730-4434 & trayala@duluthmn.gov. The City of Duluth is an Equal Opportunity Employer.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE

BID DEPOSIT REQUIREMENTS: 5% of Bid Amount

Deposit shall mean cash, cashier=s check, or corporate surety bond payable to or in favor of City of Duluth.

PERFORMANCE and PAYMENT BONDS: Shall be required of the successful bidder. Bonds shall BOTH be in the full amount of the Contract amount.

INSURANCE CERTIFICATE: Shall be required per specified requirements per the attached requirements.

Designated F.O.B. Point:

City Architect

Jobsite(s)

Tax: Federal Excise Exemption

Account Number: 41-74-0056 K

NAME _____

ADDR1 _____

ADDR2 _____

ADDR3 _____

TOTAL BASE BID \$ _____

PAYMENT TERMS: _____

BY: _____

(Print)

Title

(SIGNATURE)

Telephone #

Email

Initial: _____

CITY OF DULUTH

Date: June 24, 2013

Project #: 13-019

Bid #: 13-19DS

Page 2 of 3

**Exterior Window and Door Replacement
Central Hillside Community Center - Duluth, MN**

The undersigned, having become familiar with the existing conditions on the project affecting the cost of the work, and with the Contract Documents which include the Invitation to Bid, the Contract Agreement Form, the Non-Collusion Affidavit, any/all Addenda, General Conditions (parts I & II), the Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), EEO Affirmative Action Policy Statement & Compliance Certificate, and Form of Surety Bond or Bond as prepared by the City of Duluth and on file in the office of the City Architect and City Purchasing Agent, and hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment & services, including utilities and transportation services required to complete the Enger Park Shelter Improvements and Rotary Peace Plaza by June 28, 2013.

LUMP SUM BASE BID:

\$ _____

Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

(In words - See Additional Page(s) as required)

Initial: _____

Date: June 24, 2013

Project #: 13-019

Bid #: 13-19DS

Completion Time:

The undersigned hereby affirms & agrees, if awarded a contract, to begin work immediately upon receipt of Notice to Proceed and to substantially complete the work within the time schedule indicated in the Special Conditions, _____ Calender Days.

Security in the sum of \$ _____ in the form of _____ is submitted herewith in accordance with the Instructions to Bidders, payable without condition to the City of Duluth which is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner if the undersigned fails to execute the contract and furnish bonds required by the contract documents.

Signed: _____ for

_____ a partnership (or)

_____ a corporation incorporated under the laws of the State of _____.

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Address(es): _____

_____, being duly sworn, deposes and says that there are no other persons comprising above company or firm than the above names, and that there are no persons or corporations interested in the forgoing proposals, either as principal or subcontractor, other than the above names; also that the proposals are made without any connection with any person or persons acting in any official capacity whatever for the City of Duluth is directly or indirectly interested therein, or any portion of the profit thereof.

Subscribed and Sworn to before me this _____ day of _____ A.D., _____,

_____ Notary Public.

Stamp/Seal

Addendum Receipt Acknowledgments:

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (initial)

Initial: _____