CONSTRUCTION SPECIFICATIONS
21 May, 2015

Project Bid #: 15-0425

Bid Opening Date: June 11, 2015 @ 2:00pm CST

Gary New Duluth Community Center
And Recreation Area Improvements
Duluth, MN

City of Duluth
Property and Facilities Management
1532 W Michigan Street
Duluth, MN 55806
(218) 730-4432
CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS

for

GARY NEW DULUTH COMMUNITY CENTER AND RECREATION AREA IMPROVEMENTS

PREPARED BY:

SAS ASSOCIATES
219 West First Street, Suite 350
Duluth, MN 55802
mail@saslandarch.com
(P) 218-391-1335
(F) 218-722-6697

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 Landscape Architect under the laws of the State of Minnesota.

Print Name: Luke Sydow

Signature:

Date: 5-2-15 License #25866
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CITY OF DULUTH
INVITATION TO BID

PROJECT NAME/DESCRIPTION: Gary New Duluth Community Center and Recreation Area Improvements

PROJECT BID NUMBER: 15-0425

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) 730-5340 at 2:00 p.m., local time on Thursday, June 11th, 2015, for the Gary New Duluth Community Center And Recreation Area Improvements – Purchase and Installation; 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. This form may be found at the following web address: http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf
3. A mandatory pre-bid meeting and walk-thru of the site will take place at 10am, Thursday, May 28th, in room the project site (community building).

This advertisement is also available on the City of Duluth website at http://www.duluthgov.info/db_frames/bid_information.cfm

ONLY IF REQUIRED – Each bidder must review the 2014 edition of the City of Duluth Public Works/Utilities Department – Engineering Division Standard Construction Specifications on the city website (www.duluthmn.gov) as these Specifications are incorporated by reference and deemed to be a part of this project as if fully incorporated and set forth herein.

In general, this project consists of: Construction of a sports field, sport court, parking area, lighting, site amenities, associated drainage improvements.

Proposal forms, contract documents, plans and specifications as prepared by the firm of SAS+Associates are on file at the following offices: City Architect's Office; Duluth Builder's Exchange; Minnesota Builder's Exchange.

Copies of these plans and specifications may be obtained from Sheldon Planroom, 124 E Superior St, Duluth, MN 55802. Copies of bidding documents may be obtained by purchase from Sheldon’s.

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 contractor will comply with all local, state and federal laws, rules and regulations applicable to the contract to the work to be done and materials to be supplied hereunder. All building permits are to be acquired from the Building Safety Division and paid for by the contractor.

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

__________________________________
City of Duluth
Purchasing Agent
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 Rob Hurd, City of Duluth, Property and Facilities Management, Project Manager: rhurd@duluthmn.gov. 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 existing conditions; 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

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).


   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.


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.

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.


   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.
AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

I hereby swear (or affirm) under penalty of perjury:

1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and

4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: ________________________________

Firm Name: ______________________________

Subscribed and sworn to me before this ___ day of _________________, ______

NOTARY PUBLIC _______________________________________

My commission expires: ________________________________

Bidder’s E.I. Number ____________________________________

(Number used on employer’s quarterly Federal Tax return)
ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: _____________________________________________________________

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. … any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project…

Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. “Responsible contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

(1) The Contractor:
   (i) is in compliance with workers’ compensation and unemployment insurance requirements;
   (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
   (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
   (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

(2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
   (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period;
   (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
   (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
   (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
   (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
   (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*
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| (3) | The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
| (4) | The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
| (5) | The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
|   | *Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.*
| (6) | The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
| (7) | All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.
A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

**CERTIFICATION**

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,

2) I have included Attachment A-1 with my company’s solicitation response, and

3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

<table>
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<tr>
<th>Authorized Signature of Owner or Officer:</th>
<th>Printed Name:</th>
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<td>Title:</td>
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<td>Company Name:</td>
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**NOTE:** Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.
Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. …

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<th>FIRST TIER SUBCONTRACTOR NAMES</th>
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ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: _________________________________________________________________

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. … If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. …

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<th>ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)</th>
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### SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

<table>
<thead>
<tr>
<th>Authorized Signature of Owner or Officer:</th>
<th>Printed Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Date:</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
</table>