



CITY OF DULUTH INVITATION TO BID

PROJECT NAME/DESCRIPTION: Utility Cut-Off and Demolition of 5 Properties

BID NUMBER: 16-0289

BID OPENING: April 6th, 2016 AT 2:00 PM

PROJECT DESCRIPTION: Please provide utility cut offs and demolition of structures at five sites. Abatement is not included in this bid. Demolition and cut-offs to be completed by May 31, 2016. Attachments include specifications and address listing. **Bids can be split between properties, cut off, and demolition.** Please bid as cut off, demolition, total single property, and all five properties. Vendor can bid on all or only select properties but please mark "No Bid" next to the properties that are not of interest.

Payment for utility cut-offs will be withheld until the work has been verified by a city official. All change orders must be submitted and approved in writing prior to commencing with the work. Required "Wrecking and Erosion Control Permit" shall be issued to successful bidder, not to subcontractors.

Please note the attached specifications for the project

PRE-BID/WALK-THROUGH: A **mandatory** pre-bid walk-through will be conducted on March 29th at 8am and starting at 6116 Raleigh Street. All interested bidders must attend. Please contact Steve Eberhart at 522-0928 with any walk-through questions.

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

Please note that the City of Duluth Supplemental Conditions apply to this project and will be included in the contract. This document can be found online at <http://www.duluthgov.info/engineering/documents/SupplementalGenConditions4-15-11.pdf> . Hard copies may be made available upon request.

INSTRUCTIONS TO BIDDERS

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Bidder must state in their proposal if bid price is based on acceptance of the total order. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated.

The following documents must be submitted with your bid:

1. **Bid Bond** - 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 per cent (5%) of the total bid. Bids may be withdrawn without forfeiture of surety if the request is submitted by the Bidder and received at the Purchasing Office in writing or by telephone prior to the scheduled bid opening.
2. **Acknowledgment of Addendum** (if applicable) – any changes to this solicitation will be announced via Addendum. A signature on the Bid Form acknowledging the Addendum(s) must be submitted with your bid.

Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Performance & Payment Bonds** – The awarded contractor will be required to submit performance and payments bonds in the full amount of the project cost prior to award.
4. **Affirmative Action/EEO** - 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 Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

CITY OF DULUTH

Andrew Field	Amanda Ashbach
Financial Analyst	Purchasing Agent

16-0289 Utility Cutoffs and Demos

	Address	Utility Cutoff	Demo	Total
1	3015 VERNON ST			
2	417 N 21ST AVE W			
3	5803 CODY ST			
4	603 N 23RD AVE W			
5	6116 RALEIGH ST			
TOTAL				

*****Please remember that this can be awarded for cut-off, demo, individual property, and all five properties*****

Acknowledgement of Addendums

Addendum 1:

Addendum 2:

Addendum 3:

Addendum 4:

Name and Title

Vendor Name

Address

Phone Number

Email

Signature

CITY OF DULUTH
MINIMUM SPECIFICATIONS FOR DEMOLITION OF CONDEMNED BUILDINGS
2016 5 Sites

GENERAL

The Contractor shall furnish all labor, material and equipment and shall perform all services and work required to wreck and remove the listed buildings in strict accordance with the specifications and with the City of Duluth ordinances pertaining to the moving or wrecking of buildings.

All work shall be performed by mechanics skilled in demolition of all types of structures and shall be subject to approval by the Duluth Construction Services & Inspections Division.

The Contractor will be required to comply with all applicable Federal, State or Local laws, regulations and ordinances and it is expressly understood and agreed that buildings indicated in this bid request may not be moved and re-erected upon some other site but are to be demolished upon and removed from the premises.

Notice shall be given to the Construction Services & Inspections Division prior to the start of demolition of each building.

BUILDING REMOVAL AND FILLING EXCAVATIONS

In addition to wrecking and removing the building(s) the Contractor shall completely remove all exterior and interior foundation walls, columns, piers, footings, beams, floor slabs and other projections, except where specified otherwise in Appendix A. All building service piping, heating equipment and systems, other fixtures, furniture, partitions, steps, rubbish or other debris shall be removed from the premises. All combustible debris shall be removed from the premises. Concrete stairs and walks shall be removed from the premises and those areas graded.

Excavations shall be filled completely to grade with native or imported clean fill materials. Fill shall be free of foreign materials (rubbish, debris, etc.), frozen clumps, aggregate larger than 3 inches, rock, concrete or bituminous chunks or other unsuitable materials that may prevent thorough compaction, or increase the risk of settlement. The city Building Official shall have final say on what material is suitable. The top 3 inches of the excavation shall be filled with suitable topsoil. The site shall be contoured to match adjacent existing grades on all four sides. Grading shall be completed to ensure that water does not drain towards existing adjacent structures. Following backfill, all areas shall be seeded and mulched.

UTILITY SERVICE

Any sewer, water and gas services cut off shall be the responsibility of the demolition contractor/subcontractor in accordance with the regulations of the city of Duluth. Telephone and electric service shall be terminated under the supervision of the utility company owning the service. Adherence to the City of Duluth Engineering Guidelines and other applicable regulations for cutting off and/or plugging of old unused water wells, water, gas and sewer services shall be required. See attached Appendix A for site specific utility cut off requirements.

Before commencing work, contractor shall verify that all utility services have been shut off. Contractor shall disconnect water and sewer at the curb or the main according to city Engineering requirements and guidelines. Contractor shall coordinate gas service disconnection with city Engineering and coordinate phone, cable and electrical service disconnection with the company owning the utility. Contractor is responsible for researching work required for utility disconnection and including costs in bid. Engineering approval of utility cut offs shall be submitted with invoices.

DISPOSAL OF SOLID WASTE

All disposal waste materials must be disposed of at a site approved by the MPCA and WLSSD.

REMOVAL AND SALVAGE OF EXISTING BUILDINGS

1. At the time the Contractor moves onto the demolition site to begin demolition, he shall have a right of salvage to all materials that exist because of the demolition of the structure under the Contract, subject to all the provisions of the contract and the following:
 - a. Contractor shall notify the Construction Services & Inspections Division if he finds on the site:
 - i. Personal property which is obviously of considerably more value than salvage value.
 - ii. Personal property which he knows or has reason to believe belongs to a third party.
 - iii. Motor vehicles.
 - b. Only such property may be salvaged by the Contractor as is owned by the owner and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the landowner a written statement respecting its ownership.
 - c. Personal property of the third persons or occupants of buildings on the site shall not become the property of the Contractor.
 - d. Any salvage workers authorized by the Contractor to be on the property shall be considered as subcontractors for indemnification purposes.
2. Unless otherwise specified, no dwelling structure shall be removed from the premises as a whole, or in substantially whole condition, but all such buildings shall be demolished on the premises.

TREES, SHRUBBERY, SOD

No trees on the property shall be removed without permission. Care shall be exercised that all trees, shrubbery and sod on adjoining property will not be damaged. See Appendix A for site specific instructions for trees.

LICENSES AND PERMITS

All expense and cost of permits arising from or in conjuncture with the performance or the provision of these specifications shall be borne by the contractor. The contractor shall obtain an erosion control permit prior to any site disturbance. The Contractor shall possess or obtain all required permits and licenses and pay the prescribed fees prior to commencing work.

SAFETY AND CLEANUP

The structure shall be demolished upon the site. All combustibles and scrap material shall be removed by the Contractor.

Under no circumstances shall dust and debris be allowed to blow or scatter from the area as a result of the demolition operation. If necessary, the Contractor will be required to maintain a source of water to dampen and water down the structure as the demolition operation proceeds.

Contractor shall maintain erosion control measures in accordance with the erosion control permit and shall stabilize the site upon completion using sod, seed and mulch, or other method approved by the city of Duluth.

Damage to sidewalks, curb and gutter, street paving and utility structures shall be avoided on or adjoining the site. Any damage caused by the operations shall be repaired at the expense of the Contractor.

BONDING

A 5% bid bond or corporate check must accompany the bid. After award of contract and before commencing work, the Contractor must submit a payment and performance bond (city's form) in the amount equal to the amount of their bid, or in lieu of such bonds, a check in an amount equal to the amount of their bid, drawn in favor of the City of Duluth on a bank authorized to transact business in the State of Minnesota. The Bond must be approved by the city attorney prior to commencement of work. Permits are required to wreck structures or obstruct streets in the City of Duluth require additional bonds.

INSURANCE

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limit provided when a claim arises out of release or threatened release of a hazardous substance; shall be with a company approved by the City of Duluth; shall provide for the following; Liability for Premises, Operations, Completed Operations; Independent Contractors and Contractual Liability.

City of Duluth shall be named as Additional Insured under Public liability, *Excess/Umbrella Liability, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractor Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workman's compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits or coverage are adequate to protect the Contractor's interests and liabilities. If a Certificate of Insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of policy or coverage's evidence by said certificate and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverage ineffective as against the City.

The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms:

1. ISO Additional Insured Endorsement (CG 2010 pre 2004)
2. Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the City of Duluth Attorney's Office. (Inquire of Purchasing, 218-730-4340, for copies if needed)

*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.

RIGHT OF THE CITY TO DO THE WORK

If the successful bidder should neglect to prosecute the work properly or fail to perform any provision of the contract, the city, after three days' written notice to the successful bidder, may without prejudice to any other remedy the city may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the successful bidder.

INVOICING

Invoices shall be itemized by address, include a description of tasks completed and dates of completion, itemization with hourly rate X hours, invoice total and the vendor name. Lump sum invoices and % of contract invoices are not acceptable. All work must be observed and approved by city prior to payment.

HAZARDOUS MATERIALS and WASTE

Required abatement of asbestos and regulated materials and waste to be completed under separate contract prior to commencement of demolition. Demolition shall not start until asbestos, regulated materials and other waste have been abated and stabilized as required by law.

MPCA NOTIFICATION OF INTENT TO PERFORM DEMOLITION

Contractor must properly complete this form and any/all other documents required by City, State, and federal regulations and forward as required. Copies of all forms shall also be forwarded to the City of Duluth Construction Services & Inspections Division office.

GOPHER STATE ONE-CALL

Contractor **SHALL** call 800-262-1166 and comply with all Gopher State One-Call requirements.

Appendix A

Site-Specific Requirements

SITE-SPECIFIC BUILDING REMOVAL AND FILLING EXCAVATIONS

3015 Vernon St

West foundation wall to remain one foot below grade including six feet of adjacent floor slab and north and south foundation walls to be tapered at 45 degree angle.

603 N 23rd Ave W

North foundation wall to remain one foot below grade including six feet of adjacent floor slab and east and west foundation walls to be tapered at a 45 degree angle.

UTILITY CUT-OFFS

3015 VERNON ST

Water ¾" Copper – Cut off at box.

Sewer - Cut off at main in Vernon St.

417 N 21ST AVE W

Water ¾" Copper – Cut off at box.

Sewer - Cut off at main in alley.

5803 CODY ST

Water – Lead extra branch with neighbor.

Cut off at box.

Sewer – Cut off at main in W 59th St. alley.

603 N 23RD AVE W

Water ¾" Copper – Cut off at box.

Sewer – Cut off at WLSSD main in front yard.

6116 RALEIGH ST

Water – Lead. Cut off at main.

Sewer – Cut off at main in alley.

**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(Vendor's name, address, telephone number)

A) Employment: It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program." This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

B) Reports: Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

C) Nonsegregated Facilities: The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term "segregated

facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F) Employment Goals - "Construction" Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an "EEO Statement and Certification" similar in nature to this "Statement and Certification", (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

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 of materials, supplies, 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;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) 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 Federal Identification Number _____



CITY OF DULUTH
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we:

(contractor's name)
(hereinafter called the "Contractor") located at:_____

(contractor's address)

and _____
(surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

(surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), in the penal sum of _____

Dollars (\$_____) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the faithful performance of a written contract for the purpose of:

according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall in all respects comply with the terms and conditions of the Contract (which includes the contract documents) and such alterations as may be made in said contract as documents therein provide for, and shall complete the contract in accordance with its terms,
- B) If the Contractor shall indemnify, defend and save harmless the owner from all costs, expenses, damages, injury or conduct, want or care or skill, negligence or default, including patent infringement on the part of the Contractor, agents or employees, in the

execution or performance of the contract,

C) If the Contractor shall indemnify the owner for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

D) If the Contractor shall comply with all laws pertaining to doing the work under the contract,

Then, this obligation shall be void; the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the Contractor will be entitled on the completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, and any damages, direct or indirect, or consequential, which the Owner may sustain on account of the work, or on account of the failure of the Contractor to properly and in all things, keep and execute all of the provisions of the Contract, provided however that Surety's liability to pay damages is limited to the amount of the Performance Bond as set forth above.

And, the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will employ and fully protect the said Owner against and will pay any and all amounts, damages, costs and judgements which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents or servants, or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise. For the purpose of this paragraph, a subcontractor shall be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed

thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of _____, 20____.

Name of Principal

By _____

Name of Surety
By _____
Attorney-in-Fact

ACKNOWLEDGEMENTS

State of Minnesota)
County of St. Louis) ss. Principal – Individual

This instrument was acknowledged before me on _____
by _____.

Notary Seal

Notary Public

State of Minnesota)
County of St. Louis) ss. Principal – Corporate or Partnership

This instrument was acknowledged before me on _____
by _____ as _____
of _____.

Notary Seal

Notary Public

State of Minnesota)
County of St. Louis) ss. Surety

Be It Known, That on this _____ day of _____ A. D., 20____, came before me personally
_____, to me personally known, who being
by me duly sworn, did say that he/she is the _____(title) of

the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State
of Minnesota showing that it is authorized to contract as a surety; and said

acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this _____ day of _____, 20 ____

Assistant City Attorney Duluth MN

Dated this _____ day of _____, 20 ____

Finance Director Duluth MN



CITY OF DULUTH
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we:

_____ (contractor's name)
(hereinafter called the "Contractor") located at: _____

_____ (contractor's address)

and _____ (surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

_____ (surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), for the benefit of persons furnishing labor and materials for the contract set forth below, in the penal sum of

_____ Dollars (\$_____) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the payment of all labor and materials supplied by any person in the performance of a written contract for the purpose of:

_____ according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall make payments, as they may become due, to all persons supplying "labor and materials," as defined in Minnesota Statutes Section 574.26, used directly or indirectly by the Contractor, or his Subcontractor, in the prosecution of the work provided for in the contract,
- B) If the Contractor shall indemnify the owner or other claimant for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

Then, this obligation shall be void; otherwise it shall remain in full force and effect.

And, the said Contractor and Surety agree that in accordance with Minnesota Statutes Section 574.26 not only said City, but any person furnishing "labor and materials," as defined in Minnesota Statutes 574.26, may sue on this bond for their use on account of any sums due them for anything so furnished.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of _____, 20____.

Name of Principal

By

Name of Surety

By _____
Attorney-in-Fact

ACKNOWLEDGEMENTS

State of Minnesota)) ss. Principal – Individual
County of St. Louis)

This instrument was acknowledged before me on _____
by _____.

Notary Seal

Notary Public

State of Minnesota)) ss. Principal – Corporate or Partnership
County of St. Louis)

This instrument was acknowledged before me on _____
by _____ as _____
of _____.

Notary Seal

Notary Public

State of Minnesota)) ss. Surety
County of St. Louis)

Be It Known, That on this _____ day of _____ A. D., 20____, came before me personally
_____, to me personally known, who being
by me duly sworn, did say that he/she is the _____ (title)
of _____

the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of
Minnesota showing that it is authorized to contract as a surety; and said _____
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this _____ day of _____, 20 ____

Assistant City Attorney Duluth MN

Dated this _____ day of _____, 20 ____

Finance Director Duluth MN