

CONSTRUCTION SPECIFICATION

April 6, 2011

Project Number: OT-0438B

Bid Number: 11-XXXX

Bid Opening Date: May 3, 2011 @ 2:00 p.m. CST

Selected Skywalk Bridge Re-Coating Projects:

Skywalks:

Holiday Center to Beal Building
Over 3rd Avenue West

Maurice's to Hunter Building
Over 1st Avenue West

Palladio Building to Phoenix Building
Over 4th Avenue West

Holiday Center to North Shore Bank of Commerce
Over 2nd Avenue West



ARCHITECT: **CITY OF DULUTH**
Department of Public Administration
Office of City Architect
1532 West Michigan Street
Duluth, Minnesota 55806
(218)730-5730

Project Name: **Selected Skywalk Bridge Re-Coating Projects**

PROJECT NUMBER: **OT-9438B**

Date: **April 6, 2011**

Bid Date: May 3, 2011

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.

Name		Registration Number
Terry L. Groshong		15872

ARCHITECT: **CITY OF DULUTH**
Department of Public Administration
Office of City Architect
1532 West Michigan Street
Duluth, Minnesota 55806
(218)730-5730
(218)723-2630 Fax

CITY OF DULUTH

INVITATION TO BID

PROJECT NAME/DESCRIPTION: *Selected Skywalk Bridge Re-Coating*

PROJECT NUMBER: *OT-9438B*

BID NUMBER: *11-XXXX*

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 *Tuesday, May 3, 2011* for the *Re-Coating of four (4) Selected Skywalk Bridges in Duluth, Minnesota*; 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.**

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 cleaning, preparation, sanding and re-coating of four Skywalk bridges over the avenues. Bridges include Holiday Center to Beal Bldg., 3rd Av West; Maurice's to Hunter Bldg., 1st Av West; Palladio Bldg. to Phoenix Bldg., 4th Av West; and, Holiday Center to North Shore Bank of Commerce, 2nd Av West.* Proposal forms, contract documents, plans and specifications as prepared by the firm of Architecture Advantage, LLP 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 bidding documents may be obtained by contacting our City Purchasing Office located in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340.

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

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 to the City of Duluth. 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 mailed 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 fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself 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 his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; and the City of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
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 his 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; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City Purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

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 on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions 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. Seven (7) 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 Police 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.



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



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

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 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)



REQUEST FOR BID
 Date: May 3, 2011
 Project #: OT-9438B
 Bid #: 11-XXXX

CITY OF DULUTH

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
 100 City Hall
 Duluth, Minnesota 55802

Re-Coating of Selected Skywalk Bridges
A total of Four (4) Bridges

PHONE: (218)730-5340
 FAX: (218)730-5921

BID OPENING AT: 2:00 PM ON Tuesday, May 3, 2007

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. Sales Tax is not to be included in the unit price. Bidder shall state freight charges if, the proposal F.O.B. is shipping point, freight not allowed. Low 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.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE TO THE CITY PURCHASING OFFICE

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

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

FREIGHT CHARGES \$ _____

NAME _____

TOTAL BASE BID \$ _____

ADDR1 _____

TO INCLUDE ANY ADDITIONAL PAGES

ADDR2 _____

PAYMENT TERMS: _____

ADDR3 _____

BY: _____

F.O.B. POINT: _____

(Print)

Title

DELIVERY DATE: _____

 (SIGNATURE) Tele #

The City of Duluth is an Equal Opportunity Employer.

Date: May 3, 2011
 Project #: OT-9438B
 Bid #: 11-XXXX

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

Project name: Selected Skywalk Bridge Re-Coating
Address: 1st, 2nd, 3rd, 4th Av West Bridges - Duluth, MN

The undersigned, having familiarized himself/themselves/itself 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 preparation, sanding, priming and re-coating of four selected skywalk bridges located in downtown Duluth, specification by the City Architect's Office, 1532 West Michigan Street.

BASE BIDS:

001	1	L.S.	BASE BID: Bridge #1 - Holiday-Beal Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:	\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

002	1	L.S.	BASE BID: Bridge #2 - Maurice's - Hunter Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:	\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

003	1	L.S.	BASE BID: Bridge #3 - Palladio-Phoenix Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:	\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

Date: May 3, 2011
Project #: OT-9438B
Bid #: 11-XXXX

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

004	1	L.S.	BASE BID: Bridge #4 - Holiday-North Shore Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:	\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

Initial: _____

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{See Additional Page(s)}					

UNIT PRICES: Unit prices are in Addition/Deletion to the Lump Sum Bid. Bidder must enter all unit prices. All unit prices to include all labor, material and equipment to furnish and install requested item(s).

Initial: _____

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{See Additional Page(s)}					

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

Initial: _____

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{See Additional Page(s)}					

Addendum Receipt Acknowledgments:

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (initial)

Please Note! Please disregard the note on page 1 regarding sales tax for this bid. All applicable sales and/or use tax are to be included in the bid pricing. All bids are to be bid F.O.B. jobsite, the blank on page 1 for freight shall be left blank.

City Project Contact: Terry Groshong,, City Architect - (218)730-5730 & (218)723-3560 FAX

Initial: _____

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE.** ACCEPTANCE OF THIS ORDER BY SELLER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. ANY TERM OR CONDITION STATED BY THE SELLER IN ANY PRIOR PROPOSAL, ON SELLER'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY BUYER. ANY SUCH TERM OR CONDITION SHALL BE TOTALLY INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF SELLER'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE GOODS ORDERED; INFORMING THE BUYER IN ANY MANNER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING SELLER'S OWN FORM OF ACKNOWLEDGEMENT.
2. **PRICE.** If price (either fixed price or hourly rate[s] in case of a time and material order) and/or delivery is not specified by Buyer on the face of this order, Seller shall immediately submit its best price, delivery date and/or schedule which shall be subject to Buyer's approval and acceptance. Seller warrants that the prices and other terms for the articles sold to Buyer under this order are not less favorable than those extended to all other customers for the same or like articles in equal or less quantities. In the event Seller reduces its price for such articles during the term of this order, Seller agrees to reduce the prices hereof accordingly. If this order is on a time and material basis, the following shall apply; price shall be (a) material at Seller's cost, less scrap, without any charge for handling or otherwise, plus (b) time at agreed hourly rate(s). If both engineering work and manufacturing work are involved, separate hourly rates shall be specified for each thereof. No overtime shall be employed in the performance of this order without Buyer's prior consent and unless separate overtime hourly rate(s) have been specified and agreed upon. No substantial portion of the order shall be subcontracted by Seller without Buyer's written consent. Seller shall maintain adequate accounting records in accordance with generally accepted accounting practice to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.
3. **PACKING AND SHIPPING.** If Goods are to be delivered under this order, the cost and fee negotiated for this order are deemed to include all packaging and/or storage cost. All Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, shipping information, order number, item and account number, shipment date, and names and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment. Overshipments shall be returned to Seller at Seller's risk and expense. Early shipments may, at option of Buyer, be returned to Seller at Seller's risk and expense or may be retained by Buyer and Buyer shall not be liable for payment until the time originally scheduled hereon.
4. **F.O.B. AND RISK OF LOSS.** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order. If transportation is F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to the carrier. If transportation is F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to Buyer's location.
5. **INVOICING.** All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered within 24 hours after each shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be accompanied by bill of lading or express receipt. Payments shall be subject to adjustment for errors, shortages, rejections and other causes. Discount period, if any, shall commence on the date invoice is received or goods are received, whichever is later. Buyer secures blanket coverage on all inbound freight. Invoice charges for additional insurance will not be honored unless otherwise specified.
6. **INSPECTION.** All material and workmanship shall be subject to inspection and test by Buyer, both at plant of Seller and of Buyer. Payment shall be subject to final inspection at Buyer's plant. Buyer shall have the right to reject all goods not conforming to specifications or containing defective material or workmanship. Rejected goods shall be returned at Seller's expense and risk, including transportation both ways, promptly after notification of rejection. Buyer may elect to retain defective goods and to remedy defects and deduct cost of remedying same from amount due Seller. Seller warrants that goods shall be produced under a quality control system that provides at a minimum for the prevention and ready detection of discrepancies and for timely and positive corrective action. Seller warrants that he has or is able to obtain the best facilities necessary to meet the technical and regulatory requirements specified. Seller warrants that quality control records are maintained on file for a minimum of one year from date of shipment or as otherwise specified by contract. Buyer reserves the right, upon 72 hours notice, to audit the Seller's facilities and inspection records in connection with this order.
7. **WARRANTY.** In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all material or goods covered by this order shall conform to drawings, specifications and other defects. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefit of Buyer and its customers. Without limitation of any rights by reason of any breach of warranty or otherwise, material or goods which are not as warranted may at any time be returned to Seller at Seller's expense for credit, correction or replacement as Buyer may direct.
8. **COMPLIANCE WITH LAWS.** Seller shall comply with all federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and performance of the Services, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resources Conservation and Recovery Act and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold Buyer harmless from any loss, damages, or costs arising from or caused in any way by any actual or alleged violation of any federal, state, or local law, condition, rule, or regulation, or failure by the Seller to (i) have any chemical substances sold hereunder included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act or (ii) provide a completed Material Safety Data Sheet (OSHA Form 20 equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation.
9. **CHANGES.** Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment or packing, time or place of delivery, require additional work, or direct the omission of work covered by this order. If any such change causes an increase or decrease in the price under this order, or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within 10 days from date this change is ordered and the amount of such claim must be stated in writing within 30 days thereafter.
10. **BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT.** If Buyer furnishes Seller material or "equipment" ("Equipment" is defined as special dies, molds, jigs, tools, gages, test equipment, masks, etc), or pays for such material or "equipment", title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve such material and "equipment" and shall dispose of it (including scrap) in accordance with Buyer's direction. Such material and "equipment", and whenever practical such individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "property of the City of Duluth" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property. Unless otherwise authorized in writing by Buyer, Seller shall use such material or "equipment" only in the performance of purchase orders for Buyer. Seller shall be responsible for any loss, damage, or destruction to such material or "equipment" but Seller shall not include any insurance costs therefore in the cost charged under this order. Also, the "equipment" required to produce the supplies under this order is for the exclusive use of the City of Duluth and is subject to recall upon written notice.
11. **ASSIGNMENT.** Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.
12. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.
13. **TERMINATION.** (a) Termination Without Cause. Buyer shall have the right, without cause, at any time to terminate all or any part of the undelivered portion of this order by written notice. If Seller has and desires to assert any claim on account of any such termination, Seller shall submit its termination claims to Buyer, in form and with evidence satisfactory to Buyer, promptly, but no later than 90 days after the effective date of the termination. If Seller fails to submit a termination claim within that time, Buyer shall have no liability to Seller on account of the termination. If Seller's termination claim is not acceptable to Buyer and cannot be settled by negotiation, the claim shall be submitted to arbitration. (b) Termination With Cause. If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or terms or conditions applicable to this order, Buyer shall have the right (in addition to any other right or remedy at law or under this agreement) by written notice to terminate all or any part of the undelivered portion of this order without any liability to Seller on account thereof, in the articles elsewhere on such terms and in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for all excess costs occasioned Buyer thereby.
14. **PATENTS AND COPYRIGHTS.** Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer of Buyer for alleged infringement of patents or copyrights relating to the maintenance, sale, or use of the Goods, except for any such infringement resulting from Seller's compliance with detailed designs provided by Buyer, and Seller shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement. Buyer shall have the right, at no additional charge, to use and/or reproduce the Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall advise Buyer of any updated information relative to the foregoing literature and documentation with timely notification in writing.
15. **PUBLIC LIABILITY INSURANCE.** Seller shall hold Buyer and its customer harmless from all injuries, damages and claims arising from performance of work or services covered by this order. Seller shall maintain such insurance as will protect the Seller, the Buyer and his customer from claims under Worker's Compensation Acts and from all other claims for damages, personal injury, or death to employees of the Seller, the Buyer or his Customer, or any other persons which may arise from performance of work or services covered by this order whether performed by the Seller or any Subcontractor or any one directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Buyer and shall be subject to Buyer's approval for adequacy of protection.
16. **DELAYS.** Time is of the essence. All actual or potential delays of whatever nature must be reported to the Buyer when and as they occur if the event can be expected to result in a delivery later than that shown on the face of this order. Seller agrees to indemnify Buyer for all losses, costs and damages resulting from Seller's delay or failure to deliver.
17. **GENERAL.** This order is formed under and shall be interpreted according to, and governed by, Minnesota law. No waiver by Buyer of any of its rights or remedies hereunder shall be construed as a waiver of any other rights or remedies.

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

TO: City of Duluth, MN

PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(FIRM=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 AMinority 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 ACompliance 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 Asegregated 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 Bif the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000Bshall 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.

Construction Type: **Building** County: St Louis County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date
0	03/12/2010	4	08/06/2010	8	01/07/2011						
1	05/07/2010	5	08/13/2010	9	02/04/2011						
2	06/04/2010	6	09/03/2010	10	03/04/2011						
3	07/02/2010	7	09/24/2010								

ASBE0049-007 06/01/2010 **ASBESTOS WORKER/HEAT & FROST INSULATOR** (includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems) \$ 26.82 21.80

BOIL0647-007 07/01/2009 **BOILERMAKER** \$ 33.84 18.53

* BRMN0001-050 06/28/2010 ST LOUIS (remaining northern part) **TILE SETTER** Rate Fringe
\$ 27.35 18.18

BRMN0003-008 05/01/2010 **ST. LOUIS CO** (city of Duluth and south of a line between Townships #54 & #55, 2 miles north of Cotton)
BRICKLAYER \$ 31.06 18.18

BRMN0003-011 05/01/2008 **ST. LOUIS** (city of Duluth and south of Township Line 55)
TILE SETTER \$ 24.13 17.38

BRMN0016-002 05/01/2010 **ST. LOUIS CO** (north of a line between Townships #54 & #55, 2 miles north of Cotton) **BRICKLAYER** \$ 30.81 18.43

CARP0361-012 08/10/2009 **DULUTH AREA** including Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw, Taft)
CARPENTER (including Acoustical Installation, Drywall Hanging, Form Work & Overhead Door Installation) Rate Fringe
\$ 26.40 13.80

CARP0596-005 06/01/2009 **SOFT FLOOR LAYER** Rate Fringe
\$ 28.91 12.63

CARP0606-001 06/01/2009 **EXCLUDING DULUTH AREA**
CARPENTER (including Acoustical Installation, Drywall Hanging, Form Work & Overhead Door Installation) \$ 25.75 12.69

ELEC0242-012 01/01/2011 **ST. LOUIS** (south part bounded on the north by the north line of Kelsey Township extended east & west)
ELECTRICIAN \$ 29.84 22.48

ELEC0294-006 12/26/2010 **ST. LOUIS** (north part bounded on the south by the south line of Ellsburg Township, extended east & west) **ELECTRICIAN** \$ 30.75 22.91

ENGI0049-045 05/01/2010

OPERATOR: Power Equipment

GRP 1 \$ 34.44 15.85 GRP 3 \$ 32.69 15.85 GRP 5 \$ 32.18 15.85 GRP 7 \$ 29.55 15.85
GRP 2 \$ 34.10 15.85 GRP 4 \$ 32.35 15.85 GRP 6 \$ 30.67 15.85 GRP 8 \$ 27.54 15.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GRP 1: Truck & Crawler Crane with 200' of Boom & over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & over

GRP 2: Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & over

GRP 3: Traveling Tower Crane; Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Tower Crane (Stationary) up to 200'; All-Terrain Vehicle Crane, Boom Truck over 100 ft.

GRP 4: Backhoe/Track/Trackhoe, Hoist (3 drums or more); Overhead Crane (inside building perimeter), Excavator.

GRP 5: Asphalt Spreader, Bulldozer, Curb Machine, Drill, Forklift, Compressor 450 CFM or over (2 or more machines); Boom Truck up to 100 ft, Loader over 1 cu yd, Hoist (1 or 2 drums); Mechanic; Milling Machine, Roller, Scraper, Tractor over D2

GRP 6: Bobcat/Skid Loader, Loader up to 1 cu. yd., Tractor D2 or similar size

GRP 7: Compressor 600 CFM or over, Crane Oiler

GRP 8: Oiler

IRON0512-018 05/01/2010 Rate Fringe
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL \$ 29.36 19.90

* LABO1091-011 05/01/2010 Rate Fringe
LABORER (ASBESTOS ABATEMENT) Removal from Floors, Walls & Ceilings \$ 29.67 12.79

* LABO1091-013 05/01/2010 **ST. LOUIS** (south of T 55 N)
LABORERS: GRP 1 \$ 23.55 12.34 GRP 2 \$ 23.70 12.34 GRP 3 \$ 23.95 12.34 GRP 4 \$ 24.25 12.34

LABORER CLASSIFICATIONS

GRP 1: Common or General, Asphalt Shoveler, Carpenter Tender, Form Stripping

GRP 2: Vibrating Plate

GRP 3: Pipelayer

GRP 4: Mason Tender (Brick, Cement/Concrete)

* LABO1097-008 05/01/2010 **ST. LOUIS** (north of T 55N)
LABORER: GRP 1 \$22.91 13.02 GRP 2 \$23.31 13.02 **LABORERS CLASSIFICATIONS:** GRP 1 - Common or General, Asphalt Shoveler, Carpenter Tender, Form Stripping, Mason Tender (Brick, Cement/Concrete) GRP 2 - Pipelayer, Vibrating Plate

PAIN0106-001 05/01/2010
GLAZIER \$ 24.85 14.60 FOOTNOTE: 1 to 4 yrs svc - 1 wk pd vac; 5 to 11 yrs - 2 wks pd vac; 11 yrs or more - 3 wks pd vac

PAIN0106-013 05/01/2010
PAINTERS: New: Brush, Roller \$ 27.30 14.08 Spray, Drywall Finisher/Taper \$ 27.90 14.08
Repaint: Brush, Roller \$ 25.80 14.08
Spray, Drywall Finisher/Taper \$ 26.40 14.08

PLAS0633-024 10/01/2009 **ST. LOUIS** (north of White Face River) Cos **CEMENT MASON/CONCRETE FINISHER** \$ 24.31 14.34

PLAS0633-059 05/01/2009 **CARLTON & ST. LOUIS** (south of T 55N) COs
CEMENT MASON/CONCRETE FINISHER \$ 27.04 15.45

PLUM0011-019 05/03/2010 **ST. LOUIS** (south of an east-west line drawn through Cotton) Rate Fringe
PLUMBER/PIPEFITTER \$ 35.60 16.25

PLUM0589-007 01/01/2011 **ST. LOUIS** (north of an east-west line drawn through Cotton) **PLUMBER/PIPEFITTER** \$ 35.56 15.95

ROOF0096-024 07/06/2009 ST. LOUIS (south of Hwy 16, excluding City of Forbes)
ROOFER \$ 29.20 13.20

ROOF0096-025 05/01/2010 ST. LOUIS (remaining northern two-thirds) ROOFER \$ 26.50 9.95

SHEE0010-045 05/01/2009 ST. LOUIS (southern one-third)
SHEET METAL WORKER (including HVAC Duct Installation) \$ 31.61 16.52

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be: * an existing published wage determination * a survey underlying a wage determination * a Wage and Hour Division letter setting forth a position on a wage determination matter * a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2. and 3) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to: Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If the answer to the question in 1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to: Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4) All decisions by the Administrative Review Board are final.

===== END OF GENERAL DECISION

SECTION 09 91 13

EXTERIOR PAINTS AND COATINGS

Part 1 GENERAL

1.1 SECTION INCLUDES

- A Exterior paint and coating systems.

1.2 RELATED DOCUMENTS

- A Specifications, General and Supplementary Conditions, City of Duluth Division 1 Requirements.

1.3 REFERENCES

- A ASTM E84-99, Surface Burning Characteristics
- B ASTM E119-98, 3 hour fire test
- C ASTM E1494-92, 2 hour fire test
- D ASTM E162-98, Surface Flammability
- E ASTM E736-93; ASTM B-117; ASTM D-3960; ASTM D-1653
- F NFPA 255, ANSI/UL #723 and UBC 8-1
- G Adhere to and follow MPI Compliance Standards. All preparation, product application and workmanship shall comply with the requirements as set forth in the "MPI Architectural Painting Specification Manual" .

1.4 SUBMITTALS

- A Submit product substitutions or equivalent product data/specifications to City Architect, 1532 West Michigan Street, Duluth, MN 55806 a minimum of ten (10) days prior bid date.
- B Submit in writing, the manufacturer's standard Product Data. Manufacturer's data sheets on each paint and coating product should include:
 - 1 Product characteristics
 - 2 Surface preparation instructions and recommendations
 - 3 Primer requirements and finish specification
 - 4 Storage and handling requirements and recommendations
 - 5 Application methods
 - 6 Cautions
- C Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- D Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

1.5 MOCK-UP

Include a section "mock-up" on the project bridges in order to secure approval prior total painting process. Size and location shall be sufficient to judge quality and application of product and workmanship going forward. The following is an example of how this mock-up on this project for all the major different types of painting on the project.

- A. Finish surfaces for verification of products, colors, & sheens.
- B. Finish area designated by City Architect.
- C. Provide samples that designate prime & finish coats.
- D. Do not proceed with remaining work until the City Architect approves the mock-up samples.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturers name, label, and the following list of information:
 - 1 Product name, and type (description)
 - 2 Application & use instructions
 - 3 Surface preparation
 - 4 VOC content
 - 5 Environmental issues
 - 6 Batch date
 - 7 Color number
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- C. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.
- B. Do not apply coatings in snow, rain, fog or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F (3 deg. C) above the dew point; or damp or wet surfaces.

Part 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1 Safe Encasement Systems
 - 2 Benjamin Moore & Co.
 - 3 Sherwin Williams Co.
 - 4 PPG Architectural Finishes, Inc.
 - 5 Diamond Vogel Paints
 - 6 Flex Bon Paints
 - 7 Cloverdale Paints
 - 8 ICI Paints

- B Product: Products shall be equal and similar to that as manufactured as follows:
 - 1 Primer: *Safe Encasement Systems*; SE-110-MS Multi-Surface Primer/Encapsulant. Water based primer/encapsulant with corrosion protection. No dilution of product is permitted.
 - 2 Top Coat: *Safe Encasement Systems*; SE-310 Satin Finish Top-Coat, elastomeric surface coating. A high performance, water based, non-toxic, high solids, 100% acrylic coating.
 - 3 Colors: shall be equal to that described below to match previously coated skywalk bridges. Bridges will have a two tone color scheme as follows:
 - a Main Structure Spans: #8753 Gypsum Gap - Satin
 - b Accent Details: #8771 Pink Fluff - Satin
- C Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 1.4 above. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

2.2 APPLICATIONS/SCOPE

- A Prepare all metal surfaces on the bridges indicated to receive primer and finish coating.
- B All existing painted surfaces shall be prepared and re-coated to manufacturer's recommended standards for the product and existing locations recommended. Follow manufacturer's guidelines and procedures strictly so as to provide coating manufacturer's standard coating warranty.
- C All skywalk bridges are to have 100% of all their exposed metal surfaces coated with specified system and product.
- D Bridges to be Coated:
 - 1 Holiday Center to Beal Building: over Third Avenue West
 - 2 Maurice's to Hunter Building: over First Avenue West
 - 3 Palladio Building to Phoenix Building: over Fourth Avenue West
 - 4 Holiday Center to North Shore Bank of Commerce: over Second Avenue West

2.3 SCHEDULE INDEX - EXTERIOR SURFACES

- A. Acrylic Coating System:
 - 1. Satin Finish
 - 1st Coat: SE-110-MS - (12 mils wet)
 - 2nd Coat: SE-310 Satin Finish Top Coat - (6 mils wet)
 - 3rd Coat: SE-310 Satin Finish Top Coat - (6 mils wet)

2.4 MATERIALS - GENERAL REQUIREMENTS

- A Paints and Coatings - General:
 - 1 Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions. VOC numbers need to be confirmed by using the products MSDS sheets.
 - 2 VOCs. The VOC concentrations of the product shall not exceed those listed below. The calculation of VOC shall exclude water and tinting color added at the point of sale.

Exterior Coatings:

<u>Coating Type</u>	<u>% Volatile by Volume</u>
Primer	50-55%
Top Coat	45-45%

B Primers:

- 1 The VOC limits follow the rules set forth above. The coatings are intended for on-site application to exterior surfaces of commercial and industrial buildings.

2.5 ACCESSORIES:

A Coating Application Accessories:

- 1 Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required per manufacturer's specifications.
- 2
- 3 Provide drop and spill protection for adjacent and adjoining building surfaces where bridges attach to existing buildings.
- 4 Provide barricades and traffic cones/signage in accordance with permitting requirements to cordon off pedestrian traffic on sidewalks and vehicles on the avenues when working.

Part 3 EXECUTION

3.1 EXAMINATION

- A Do not begin application of coatings until substrates have been properly prepared. Notify City Architect of unsatisfactory conditions before proceeding. Proceeding with the work constitutes acceptance of substrates and condition for application.
- B If substrate preparation is the responsibility of another installer, notify City Architect of unsatisfactory preparation before proceeding.
- C Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

3.2 SURFACE PREPARATION:

- A Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper manufacturer's recommended surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system. It is the sole responsibility of the painters on site to adhere to these recommendations and guidelines as they are integral to these specifications.
- B Selection and use of the manufacturer's recommended method of surface preparation for this application of coatings on these bridge structures and the existing substrate, the environment, and the expected service life of the coating system is mandatory and becomes part of these specifications.
- C The surface shall be dry and in sound condition. Remove all oil, dust, dirt, loose rust, peeling paint or other contamination to ensure proper adhesion of all coating procedures.
- D Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area using a stiff brush. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the

surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

- E. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50°F or higher to use low temperature products.
- F Methods of Preparation: Follow manufacturer's recommended methods and minimally as follows:
- 1 Aluminum:
 - a Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.
 - 2 Galvanized Metal:
 - a Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP7 is necessary to remove these treatments.
 - 3 Steel: Structural, Plate, etc:
 - a Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.
 - 4 Solvent Cleaning:
 - a SSPC-SP1: Solvent cleaning is only an acceptable method for removing visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants, not associated with the rust and scale being removed via mechanical methods. Solvent cleaning shall not be used to remove rust or mill scale and only in limited amounts for removal of items described above. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.
 - 5 Hand Tool Cleaning:
 - a SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
 - 6 Power Tool Cleaning:
 - a SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
 - 7 Power Tool Cleaning to Bare Metal, SSPC-SP4
 - a Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.

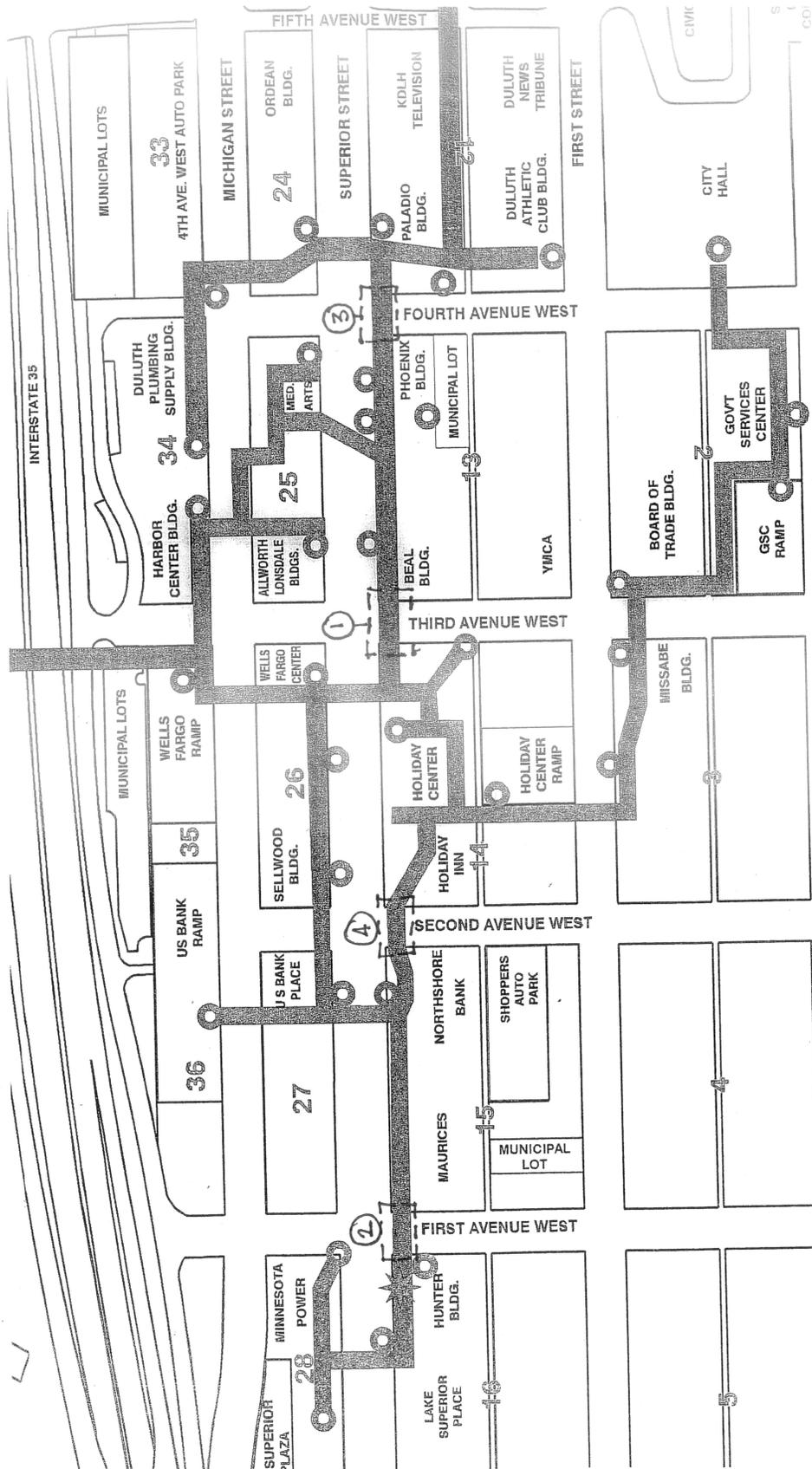
3.3 INSTALLATION

- A Apply all coatings and materials as per manufacturer's specifications. Mix and thin coatings according to manufacturer's recommendation for the application and substrates of this specific project.
- B Do not apply to wet or damp surfaces.
 - 1 Follow manufacturer's procedures to apply appropriate coatings.
 - 2 Verify surfaces and substrates for appropriate moisture content.
 - 3 Wait until surface is fully dry after rain or morning fog or dew.
- C Apply coatings using methods recommended by manufacturer.
- D Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen in the specified mil finish.
- E Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.
- F Selected Colors and Selected Clear Colors: Regardless of number of coats specified, contractor shall apply as many coats as necessary for complete visual hide and coverage.
- G Inspection:
 - 1 The coated surface must be inspected and approved by the City prior to each coat.
 - 2 Upon completion of the project, the coating manufacturer shall send a representative authorized to conduct an inspection to accept and certify that the coating has been applied in accordance with their standards. Manufacturer, upon acceptance of the inspection, shall issue the Owner a standard, 10 year warranty on the coating and application.

3.4 PROTECTION

- A Protect finished coatings from damage until completion of project.
- B Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION 09 91 13 Exterior Paints & Coatings



CITY OF DULUTH
 RE-COATING OF
 SELECTED
 SKYWALK
 BRIDGES

SKYWALK BRIDGES
 KEY MAP SHOWING LOCATIONS

SKYWALK BRIDGE RE-COATING

May 3, 2011

PHOTO ELEVATION

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

- Ⓐ 2.1. B.3. A: GYPSUM GAP
- Ⓑ 2.1. B.3. B: PINK FLUFF

HOLIDAY CENTER - BEAL BLDG
NORTH

SKYWALK BRIDGE RE-COATING

May 3, 2011



SAME AS NORTH

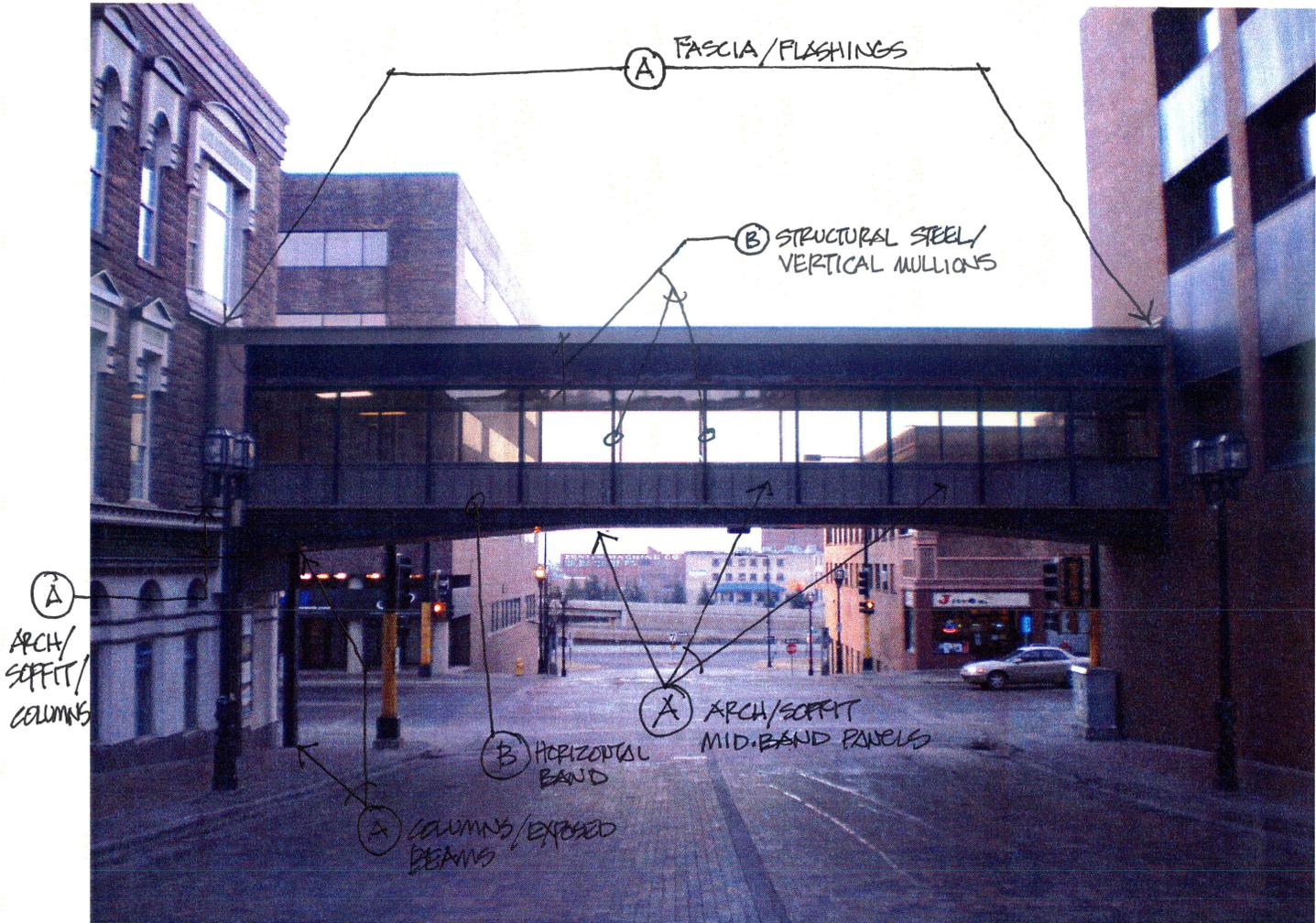
COLORS:

- Ⓐ 2.1.B.3.A: GYPSUM GAP
- Ⓑ 2.1.B.3.B: PINK FLUFF

BEAL BLDG - HOLIDAY SOUTH

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

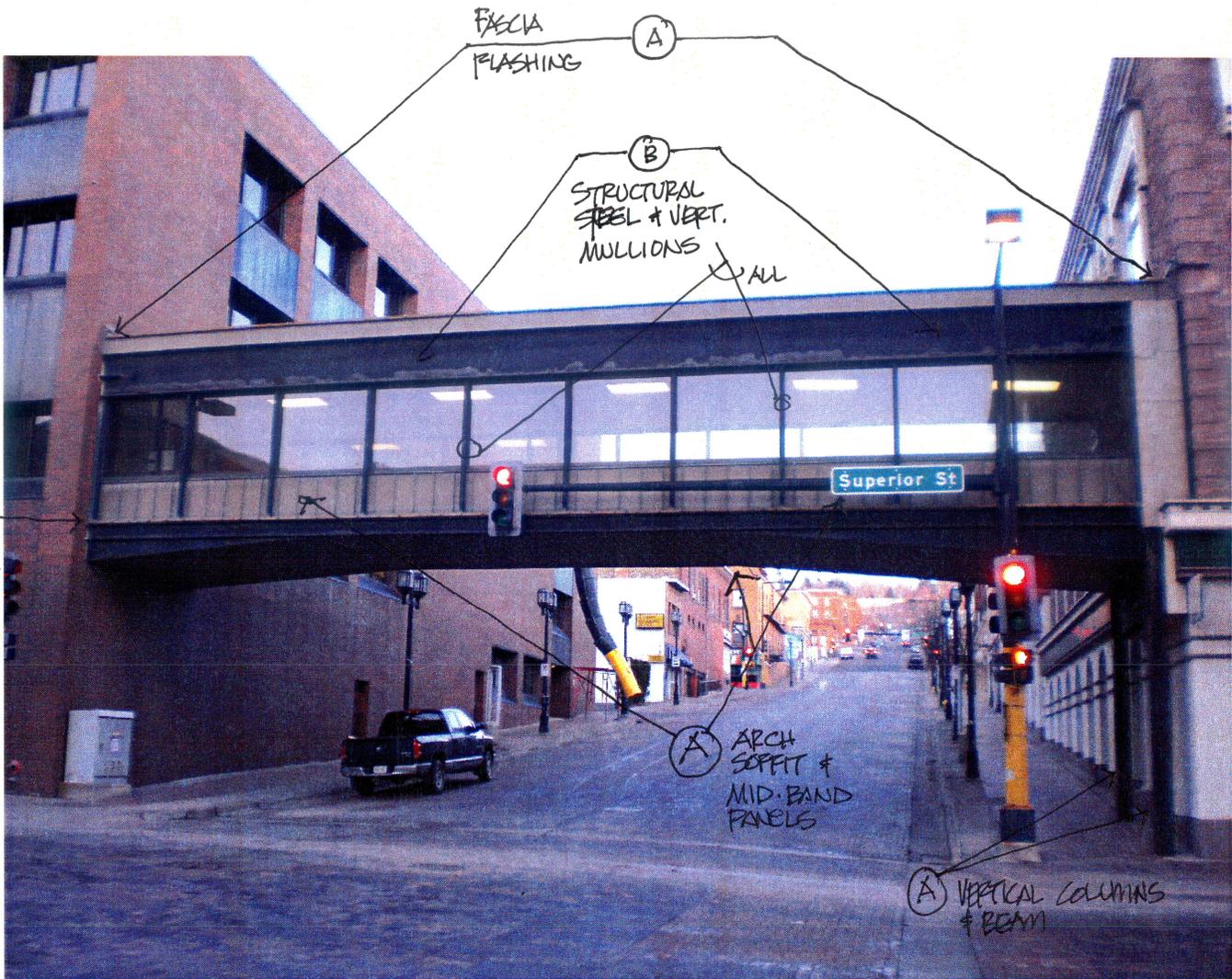
- (A) 2.1.B.3.A: BYPEUM GAP
- (B) 2.1.B.3.B: PINK FLUFF

2.)

HUNTER - MAURICE'S
NORTH

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

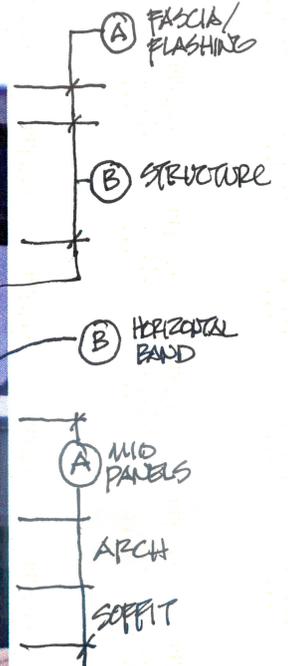
(A) 2.1.B.3.A: GYPSUM GAP

(B) 2.1.B.3.B: PINK FLUFF

2.) MAURICE'S - HUNTER
SOUTH

SKYWALK BRIDGE RE-COATING

May 3, 2011



(A) COLUMNS & BEAM

COLOR:

2.)

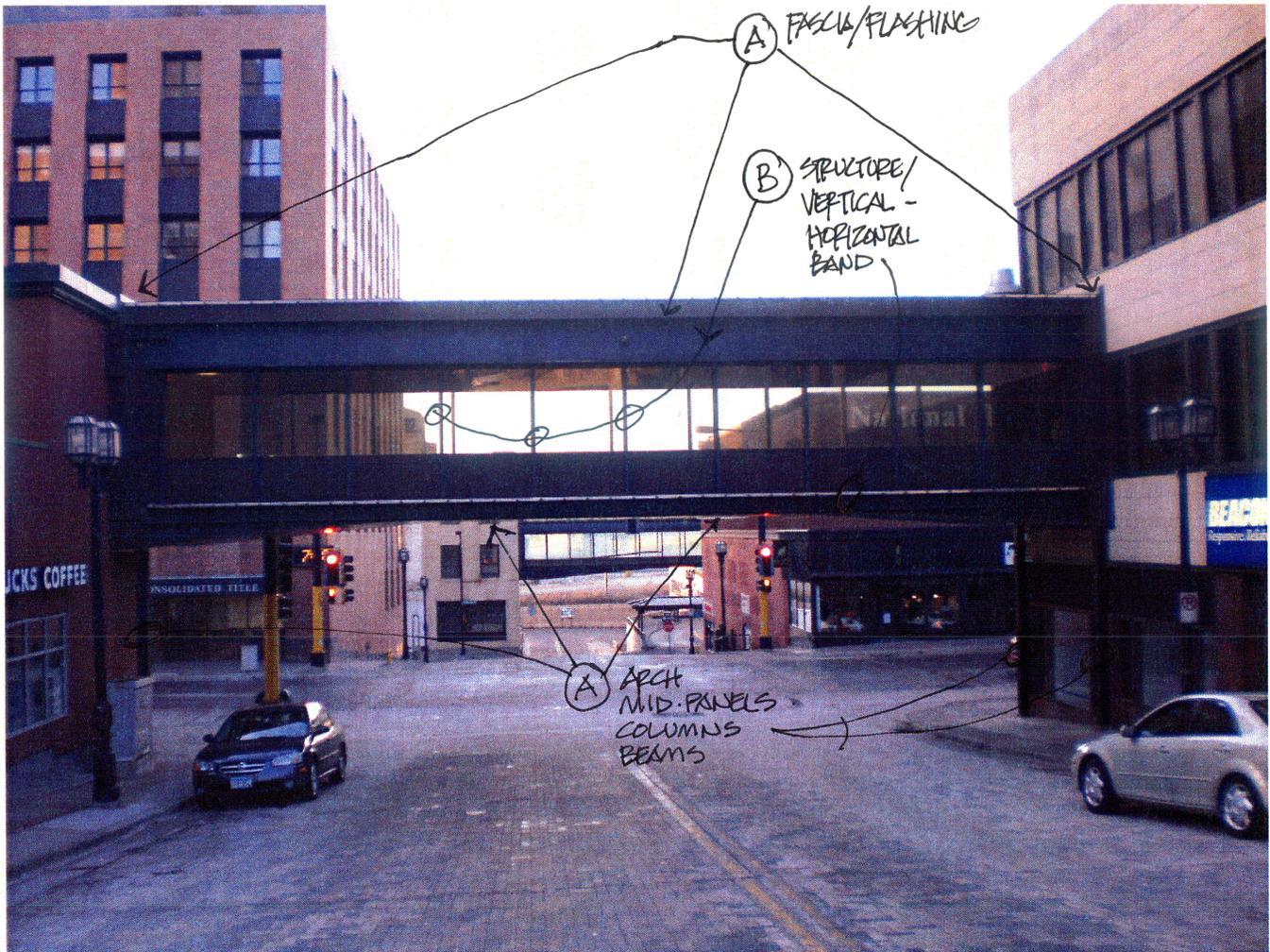
HUNTER BUILDING COLUMNS
DETAIL

(A) 2.1.B.3.A: GYPSUM GAP

(B) 2.1.B.3.B: PINK FLUFF

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

3.)

PHOENIX. PALLADIO

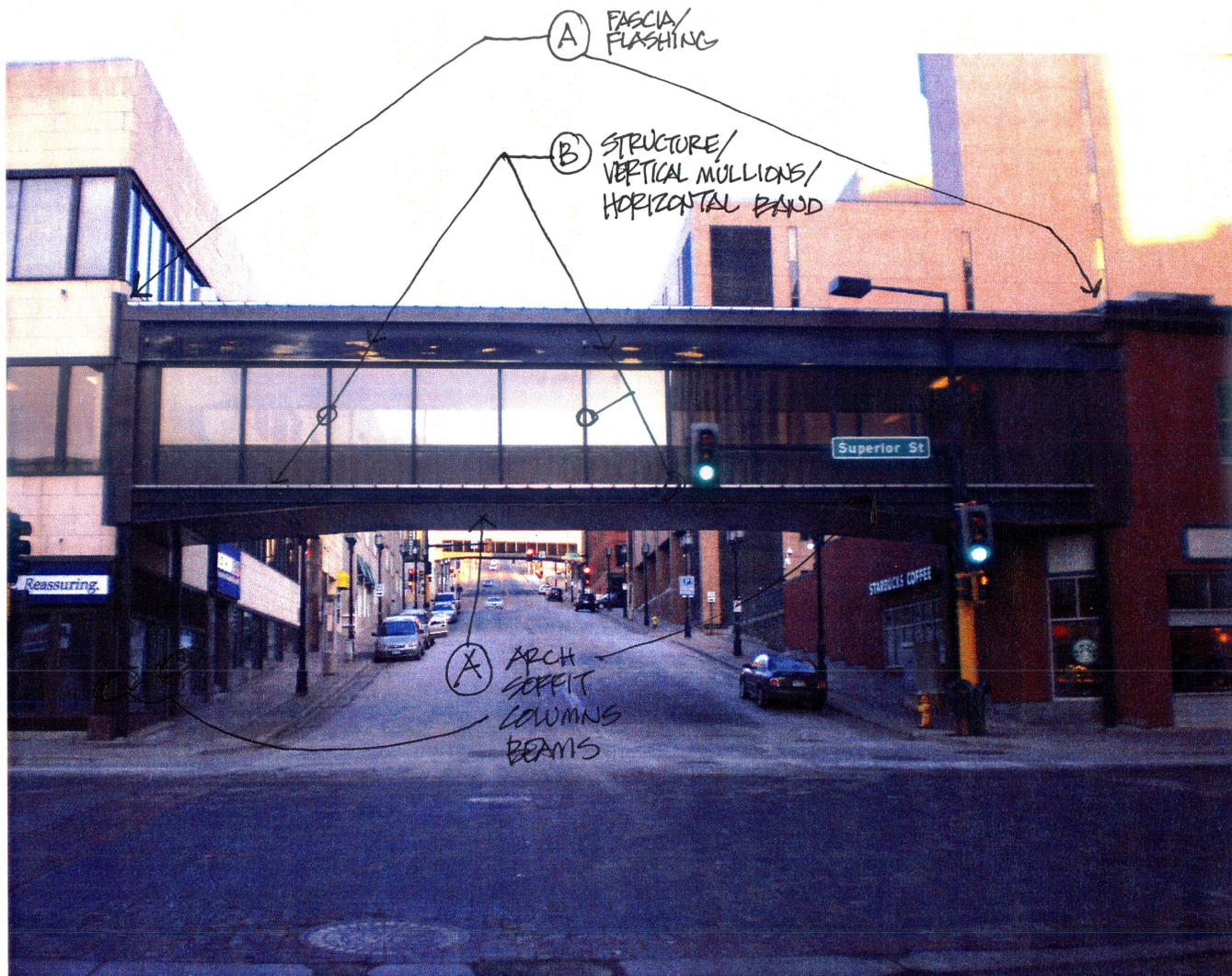
(A) 2.1.B.3.A: GYPSUM GAP

NORTH

(B) 2.1.B.3.B: PINK FLUFF

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

(A) 2.1.B.3.A: GYPSUM GAP

(B) 2.1.B.3.B: PINK FLUFF

3.)

PALLADIO - PHOENIX

SOUTH

SKYWALK BRIDGE RE-COATING

May 3, 2011

ⓑ HORIZONTAL BAND

Ⓐ



COLORS:

Ⓐ 2.1.B.3.A: GYPSUM GAP

ⓑ 2.1.B.3.B: PINK FLUFF

3.) PHOENIX BUILDING · COLUMNS · EAST
DETAIL

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

Ⓐ 2.1.B.3.A: GYPSUM GAP

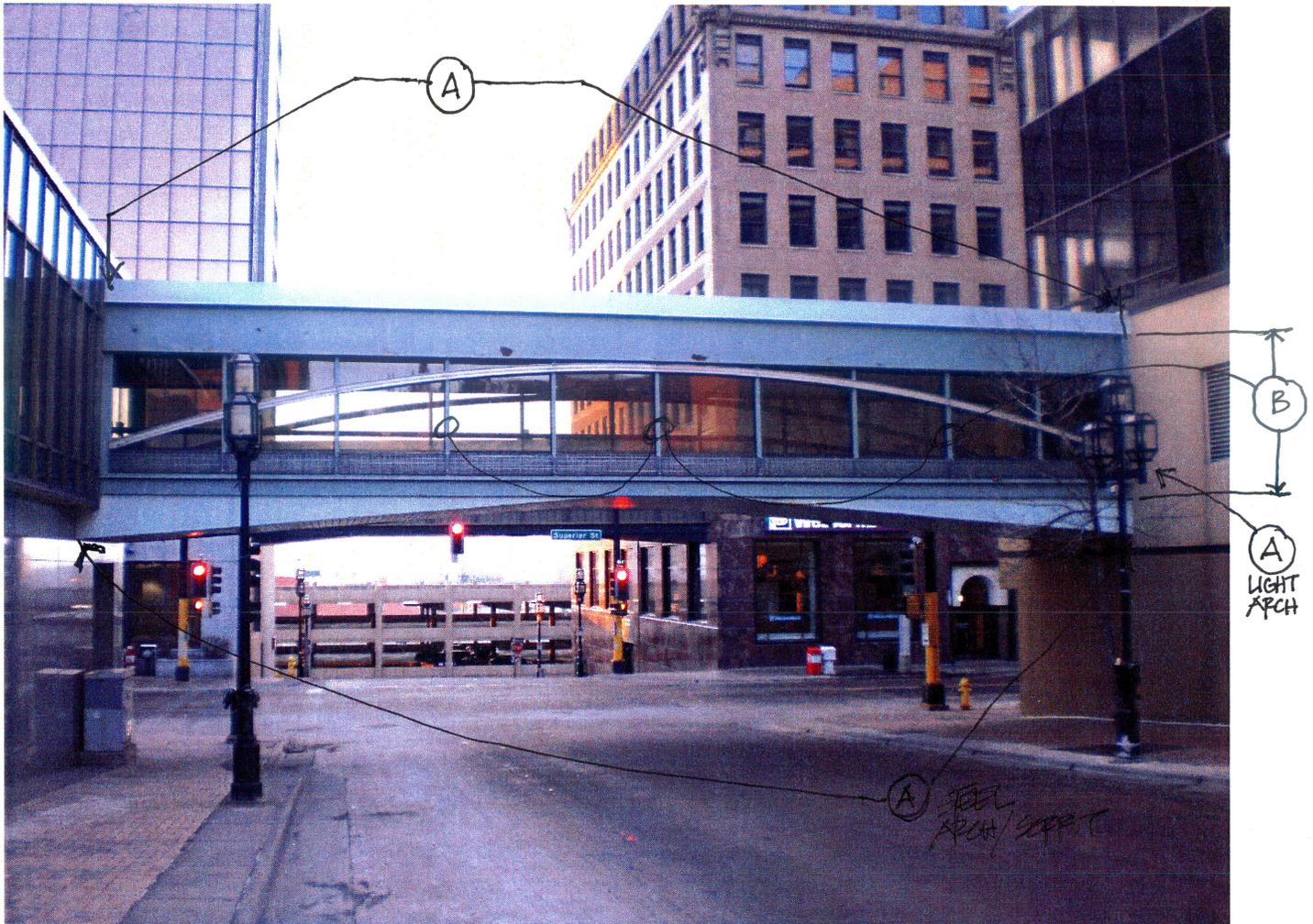
Ⓑ 2.1.B.3.B: PINK FLUFF

3.) PALLADIO BLDG. COLUMNS. WEST

DETAIL

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

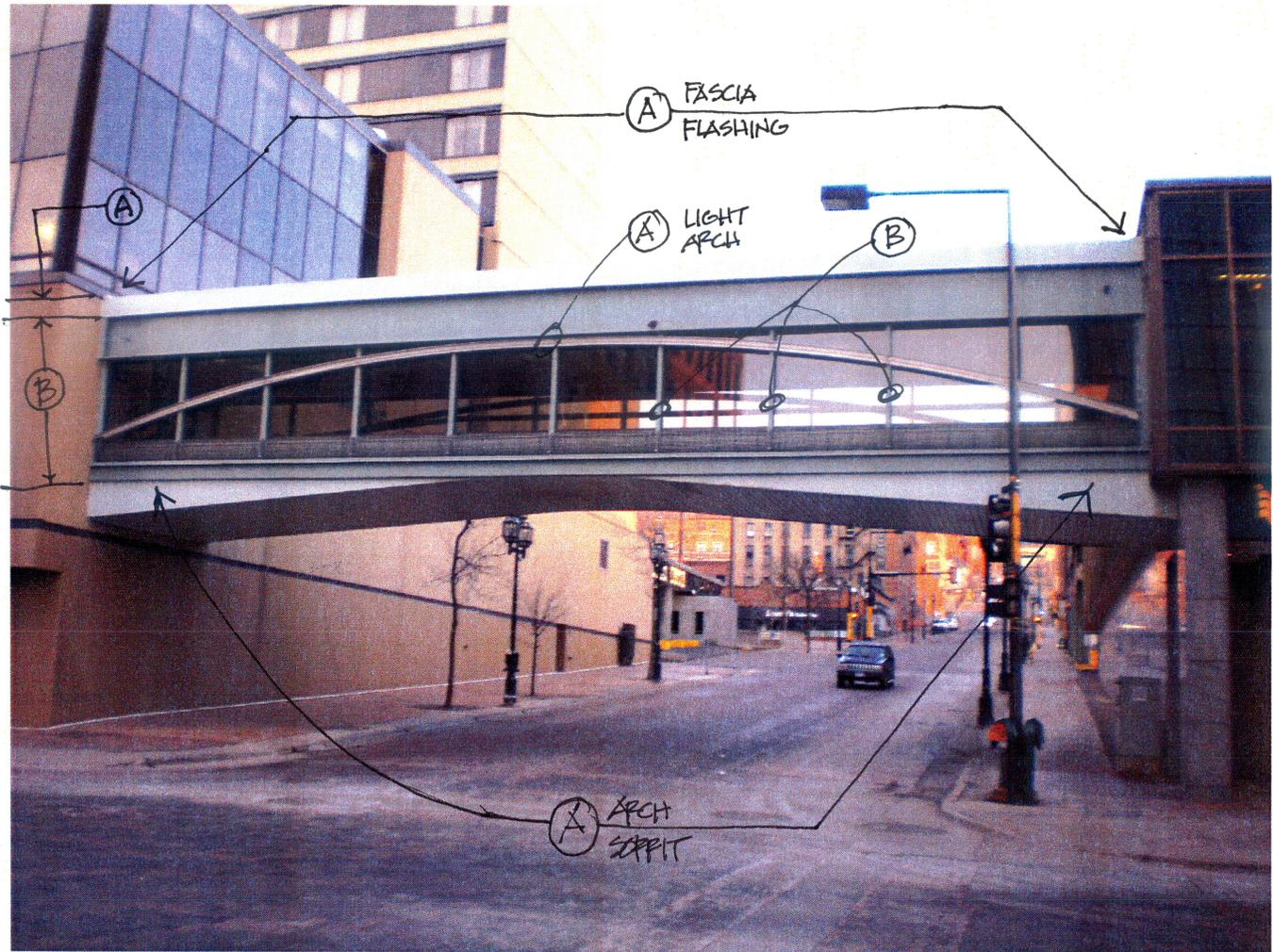
Ⓐ 2.1.B.3.A: GYPSUM GAP

Ⓑ 2.1.B.3.B: PINK FLUFF

4.) NORTH SHORE B.C. - HOLIDAY
NORTH

SKYWALK BRIDGE RE-COATING

May 3, 2011



COLORS:

Ⓐ 2.1.B.3.A: GYPSUM GAP

Ⓑ 2.1.B.3.B: PINK FLUFF

4.) HOLIDAY CENTER - N.S.B.C
SOUTH