INVITATION TO BID

LIFE HOUSE COMMONS
RENOVATIONS
21 NORTH FIRST AVE WEST
DULUTH, MN 55802

POSTED: MARCH 12, 2019

Bid #: 19-5502

BIDS DUE: THURSDAY, APRIL 4, 2019 @ 2:00 PM LOCAL

Community Planning Division
Duluth, MN 55802
# TABLE OF CONTENTS

INVITATION TO BID & INSTRUCTIONS TO BIDDERS  
CITY OF DULUTH GENERAL BID SPECIFICATIONS  
AFFIDAVIT OF NON-COLLUSION  
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
RESPONSIBLE CONTRACTOR VERIFICATION  
BID FORM  

CITY OF DULUTH SUPPLEMENTARY PROVISIONS – STATE & FEDERAL FUNDING  
FORM HUD-4010; FEDERAL LABOR STANDARDS PROVISIONS  
PREVAILING WAGE RATES - FEDERAL  

NOTICE TO BIDDERS – BID RIGGING  
NOTICE TO BIDDERS – SUSPENSIONS AND DEBARMENTS  

PROJECT MANUAL  

PROJECT PLANS
INVITATION TO BID

RENOVATION FOR THE LIFE HOUSE COMMONS

BID NUMBER: 19-5502

PROJECT DESCRIPTION: The City of Duluth, on behalf of Life House, seeks bids for the renovation of the Life House Commons located at 21 North 1st Avenue West, Duluth, MN. Work includes, but is not limited to the interior renovation for the classroom located on the second floor, mercantile located on the first floor, the connection to the Life House Building and the egress stairs. Please see the attached proposal package and plans for more information.

PRE-BID/WALK-THROUGH: A MANDATORY pre-bid walk-through will be conducted on Thursday, March 21, 2019 at 1:30 p.m. at 21 North 1st Avenue West in Duluth. All interested bidders must attend.

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.

The selected contractor will contract directly with Life House. This project is funded in whole or in part with federal Community Development Block Grant funds; the attached Supplementary Provisions – State & Federal Funding will apply.

Proposal forms, contract documents, plans and specifications are on file at the Architect’s Office and at the Duluth Builder's Exchange, Minnesota Builder's Exchange, BXWI-Fox Valley Plan Room, and Blue Book Building and Construction Network.

INSTRUCTIONS TO BIDDERS

By submitting a bid, Bidders are acknowledging that they have read the City of Duluth General Bid Specifications, which are included in this bid package.

Sealed bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified above. The City Purchasing Agent or her designee will conduct a public bid opening in Room 120 immediately following receipt of the bids.

No alternatives to the specification will be considered unless specifically requested.

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.

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 e-mail prior to the scheduled bid opening.

2. **Affidavit of Non-Collusion** – Bidders are 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. **Byrd Anti-Lobbying Amendment Certification** – Bidder must complete, sign and submit the attached certification form with their bid.

4. **Acknowledgment of Addendum** – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.

5. **Responsible Contractor** - No construction contract in excess of $50,000 will be awarded unless the Bidder is a “responsible contractor” as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a proposal for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached) with their bid. The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Making a false statement under oath will render the Bidder or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a Bidder or subcontractor that submits a false statement. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City's request.

**Additional Information**

1. **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](http://mnucp.metc.state.mn.us). Contractor will comply with all applicable Equal Employment Opportunity laws and regulations.

2. **Project Labor Agreement (PLA)** – This project will not require a Project Labor Agreement.

3. **Prevailing Wage** - Not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project.

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

CITY OF DULUTH

Amanda Ashbach
Purchasing Agent
1. **General.** This document covers bids requested by the City of Duluth (“City”), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
   a. Duluth Airport Authority
   b. Spirit Mountain Recreational Area Authority
   c. Duluth Entertainment and Convention Center
   d. Duluth Transit Authority
   e. Duluth Economic Development Authority
   f. Duluth Housing and Redevelopment Authority

2. **Investigation by Bidders.** Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.

3. **Bidder Questions.** Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.

4. **Changes, Corrections & Withdrawal of Bids.** Erasures or other changes to the bid must be initialed by the bidder and dated, however no special conditions shall be made or included on the bid form by the bidder. Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening.

5. **Unit Pricing.** If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.

6. **Sales Tax.** The City has a sales tax exemption certificate, which will be provided upon request.

7. **Bid Submission.** All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.
   - Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802 or dropped off in person at the same address. Bids must be received by Purchasing before 2:00 PM local time on the date specified. Bids will not be accepted via e-mail unless specifically stated in the Invitation for Bids.

8. **Non-Collusion Clause.** By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm 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 for Bids, designed to limit independent bidding or competition.

9. **Award.** Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications. A bid summary will be posted on the City website immediately following the bid opening. Awards for construction services and parts/services over $100,000 must be approved by City Council.

10. **Bidder Qualifications.** Per Sec 41.23(e) of Duluth City Code, price and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the reputation and experience of the bidder, the quality of the bidder’s performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.

11. **Bid Opening.** The City Purchasing Agent or her designee will conduct a public bid opening in Room 120 immediately following receipt of the bids. Results will be posted online at http://www.duluthmn.gov/purchasing/bids-request-for-proposals/ once all bids have been reviewed.

12. **Rejection of Bids.** The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests. The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.

13. **Liquidated Damages for Failure to Enter into Contract.** The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).

14. **Equal Employment Opportunity.** Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.

15. **Quantities.** The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.

16. **Prevailing Wages.** Per Sec 2-26 of Duluth City Code, 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 is required for all “Public Works” type projects estimated to exceed $2,000. This does not apply to off-site production and manufacturing of parts and supplies.

17. **Validity of Bids:** All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.

18. **Insurance.** All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current city requirements.

19. **Reports.** Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.
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 _____________________________
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned, [Company] ______________________________ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] ______________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____________________________________
Signature of Contractor’s Authorized Official

______________________________
Name and Title of Contractor’s Authorized Official

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

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

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

(2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
   (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
   (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
   (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
   (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
   (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
   (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*
(3) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*

(4) The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*

(5) The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*

* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

(6) The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and

(7) All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. **Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.
Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

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**CERTIFICATION**

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

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

2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and

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

Authorized Signature of Owner or Officer:  
Printed Name:

Title:  
Date:

Company Name:

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NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.
ATTACHMENT A-1
FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

BID NUMBER: 19-5502

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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<th>FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)</th>
<th>Name of city where company home office is located</th>
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*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1

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

All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer:  
Printed Name:

Title:  
Date:

Company Name:
ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

BID NUMBER: 19-5502

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

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

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<th>ADDITIONAL SUBCONTRACTOR NAMES*</th>
<th>Name of city where company home office is located</th>
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*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

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<th>Company Name:</th>
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BID FORMS

Date: ________________________________________________

Bidder: ______________________________________________

LIFE HOUSE COMMONS
21 North 1st Avenue West
Duluth, Minnesota  55802

GENERAL CONSTRUCTION

The undersigned; having carefully examined the Procurement Requirements, Contracting Requirements, General Requirements, the Drawings and Specifications, as well as the conditions affecting the work; propose to furnish, in accordance with the Contract Documents, materials, labor and equipment required for the construction of the “Life House Commons”, 21 North 1st Avenue West, Duluth, Minnesota  55802

BASE BID

Stipulated Sum of ____________________________________________________________

_______________________________________________ Dollars ($                    )

ALTERNATIVES

Alternate No. 1  Provide complete removal of existing roofing and installation of new EPDM single-ply membrane roofing system..

Add/deduct the sum of _________________________________________________________

_______________________________________________ Dollars ($                    )

Alternate No. 2  Provide site improvements

Add the sum of _______________________________________________________________

_______________________________________________ Dollars ($                    )

UNIT PRICING

Unit Price No. 1  Provide removal of additional rotted or damaged roof sheathing and install new roof sheathing to match the existing for the sum of ___________________________

Dollars ($                       ) per square foot.

Addendum Number(s) ___________________________ are hereby acknowledged.
Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Applicable taxes are included in the above Base Bid and Alternate Sums.

In submitting this bid, it is understood that the right is reserved by the Owner to accept or reject any or all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) calendar days after the date of receipt of this Bid Form.

The undersigned further agrees, if awarded the contract under the base bid to execute and deliver to the Owner within ten (10) calendar days of signing of the Contract, a Performance Bond and Labor and Material Bond in the full amount of the Contract. The company providing the bond must be registered for business in the State of Minnesota and satisfactory to the Owner.

Careful consideration has been given to the number of calendar days to complete the Work. We agree to commence work under the Base Bid, when the Owner-Contractor Agreement is executed; and to maintain progress necessary to complete the Work associated with this project within ______ calendar days.

Respectfully Submitted:

Firm Name: __________________________________________________________

By:  ________________________________________________________________

Title:  ______________________________________________________________

Address:  ____________________________________________________________

Telephone: _________________________________________________________

END OF DOCUMENT
This project is funded in whole or in part by Community Development Block Grant (CDBG) funds. The following contract provisions apply.

1. **Disbursements**
   a. No money under this Contract shall be disbursed by the Subrecipient to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
   b. Unearned payments under this Contract may be suspended or terminated upon the Contractor’s refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. **Subcontracting Requirements**
   a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
   b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Subrecipient’s prior written approval of the subcontractors. The Subrecipient will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. **Breach of Contract.**
   The Subrecipient may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 2, Termination, for reasons including but not limited to any of the following:
   a. Failure to begin the Work within the time specified in the Contract;
   b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
   c. Unsatisfactory performance of the Work;
   d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
   e. Discontinuance of the Work without approval;
   f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
   g. Insolvency or bankruptcy;
   h. Failure to protect, to repair, or to make good any damage or injury to property;
   i. Breach of any provision of the Contract;
   j. Misrepresentations made in the Contractor’s bid/proposal; or
   k. Failure to comply with applicable industry standards, customs, and practice.

4. **Termination.**
   If the Contractor is in breach of the Contract, the Subrecipient, by written notice to the Contractor, may terminate the Contractor’s right to proceed with the Work. Upon such termination, the Subrecipient may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the Subrecipient for any additional cost incurred by the Subrecipient in its completion of the Work and they shall also be liable to the Subrecipient for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor’s right to proceed is terminated, the Subrecipient may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

   Notwithstanding anything herein to the contrary, the Subrecipient may terminate this Contract at any time upon
written notice given by the Subrecipient (for any reason, including the convenience of the Subrecipient) to the Contractor at least sixty (60) days prior to the effective date of the termination of this Contract. The Subrecipient agrees that termination hereunder will not relieve the Subrecipient of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. **Force Majeure.**
   The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the Subrecipient; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the Subrecipient, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the Subrecipient in writing within ten (10) days of the delay. Upon receipt of such notification, the Subrecipient shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the Subrecipient shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. **Equal Employment Opportunity.**
   During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   f. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency
may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. **Davis Bacon Act.**
   Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage decision included as part of the bid solicitation. In addition, contractor shall pay wages not less than once a week.

8. **Compliance with the Copeland “Anti-Kickback” Act.**
   Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor and any subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act.**
   Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall ensure that no laborer or mechanic involved in the Work is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Clean Air Act and Federal Water Pollution Control Act**
    Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding $150,000 that is financed in whole or in part with Federal funds.

11. **Energy Standards.**
    Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. **Suspension and Debarment.**
    This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

    Contractors must certify by signing the attached form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification in the wage determination. The wage determination includes the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part...
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof) of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wx347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at not less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to an approved program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety StandardsAct. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
General Decision Number: MN190129 02/08/2019  MN129

Superseded General Decision Number: MN20180194

State: Minnesota

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).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number     Publication Date
0              01/04/2019
1              02/01/2019
2              02/08/2019

ASBE0034-001 06/01/2018

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR.................$ 37.06 31.94

----------------------------------------------------------------

BOIL0647-008 03/01/2018
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**GLAZIER**
- $30.58 | 18.02 |

**DRYWALL FINISHER/TAPER**
- $30.33 | 17.27 |

**PAINTER (Spray)**
- $25.08 | 13.99 |

**CEMENT MASON/CONCRETE FINISHER**
- $32.66 | 18.68 |

**PLASTERER**
- $25.47 | 14.88 |

**PIPEFITTER (Includes HVAC)**
- $34.59 | 17.34 |

**PLUMBER (Excludes HVAC Pipe and Unit Installation)**
- $34.59 | 17.34 |
Rates Fringes
ROOFER........................................$ 33.50 17.22

SHEE0010-034 04/30/2018

Rates Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation)...............$ 33.75 27.21

* UAVG-MN-0024 01/01/2019

Rates Fringes
OPERATOR:
Backhoe/Excavator/Trackhoe.......$ 36.89 20.30

* UAVG-MN-0025 01/01/2019

Rates Fringes
PAINTER (Brush and Roller).......$ 29.50 17.64

SUMN2015-064 06/22/2018

Rates Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader............$ 32.03 14.80

TRUCK DRIVER: Dump Truck.......$ 23.43 12.33

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence.
violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------

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
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
NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
Do not use suspended or debarred parties as subcontractors or material suppliers on this project.

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors when submitting a bid and when submitting a request to sublet.

**State Suspensions and Debarments.**

To review the list of parties suspended and debarred by the State of Minnesota, go to this website: [http://www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp). This list includes parties suspended and debarred by the Minnesota Department of Transportation and the Minnesota Department of Administration.

**Federal Suspensions and Debarments.**

The federal government maintains a website listing suspended and debarred parties. You do not need a username or password to use the search functions on the website. You can either search for specific entity names, or see a list of parties suspended and debarred by the Federal Highway Administration.

To search the status of a particular vendor, follow this process:

First, go to the System for Awards Management (SAM) website: [https://www.sam.gov](https://www.sam.gov) (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the “Search Records” icon.

Next, enter the potential subcontractor or supplier’s name in the “Quick Search” box and click the “search” button.

To view a list of all entities suspended or debarred by the Federal Highway Administration, follow this process:

First, go to the System for Awards Management (SAM) website: [https://www.sam.gov](https://www.sam.gov) (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the “Search Records” icon.

Next, click on the “Advance Search – Exclusion” tab.

Next, click on the “single search” icon and a search form will pop up.

Next, go to the “Agency” field on the search page and select “Federal Highway Administration” from the drop-down list.

Next, click the “search” button, and the list of suspended and debarred parties will appear.

July 26, 2018
**PROJECT TITLE PAGE**

**Project:** Life House Commons  
21 North 1st Avenue West  
Duluth, Minnesota 55802

**Owner:** Life House Inc.  
102 West First Street  
Duluth, Minnesota 55802  
Eric Goetz, Operations Director  
(218)722.7431 x118  
eric.goetz@life-house.org

**Architect:** Scalzo Architects Ltd.  
1901 South Street  
Duluth, Minnesota 55812  
William B. Scalzo, CSI, CCS, AIA  
(218)722.4319  
wscalzo@scalzoarchitects.com
TABLE OF CONTENTS

PROCUREMENT and CONTRACTING REQUIREMENTS

Introductory Information
Project Title Page
Table of Contents

Procurement Requirements
Bid Solicitation
Bid Forms

Contracting Requirements
General Conditions
Supplementary Conditions
General Requirements

List of Drawing Sheets

<table>
<thead>
<tr>
<th>No.</th>
<th>Title</th>
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<tbody>
<tr>
<td>T1</td>
<td>Title Sheet / Location Map / Index to Drawings</td>
</tr>
<tr>
<td>Z1</td>
<td>Site Plan / Zoning Summary</td>
</tr>
</tbody>
</table>

Architectural
A0.0 Life Safety / Code Plan
A1.0 Demolition Plans
A2.0 Remodel Plan-Basement / Remodel Plan First Floor
A2.1 Remodel Plan-Second Floor / Roof Plan
A2.2 Reflected Ceiling Plans
A4.0 Sections
A5.0 Room Finish Schedule / Opening Schedule / Frame Types / Door Types / Wall Types
A6.0 Interior Elevations / Specifications

Structural
S0.1 Structural Notes
S2.0 Framing Plans / Structural Notes
S2.1 Framing Plans / Structural Notes / Section

END OF DOCUMENT
BID SOLICITATION

Project: Life House Commons
21 North 1st Avenue West
Duluth, Minnesota  55802

Architect: Scalzo Architects, Ltd
1901 South Street
Duluth, Minnesota  55812
218.722.4319

Description: You are invited to bid on the Renovation for the Life House Commons in Duluth, Minnesota. The Work includes but is not limited to; the interior renovation for the classroom located on the second floor; mercantile located on the first floor; connection to the Life House Building; and egress stair.

Bids: Sealed bids in duplicate will be submitted to:

Amanda Ashbach
City Purchasing Agent
City of Duluth
411 West First Street #120
Duluth, Minnesota  55802

Bids will be received until the time stated, opened publicly and read aloud. A bid summary will be published on the City website.

Due: 2:00 pm (local time) on Thursday, April 4, 2019

Documents: Bid documents may be examined in the Architect’s Office; and at the following locations:

Duluth Builders Exchange
802 Garfield Avenue, Suite 200
Duluth, Minnesota 55802
218.722.2836

Electronic (.pdf) copy of the bidding documents are available upon request from the Architect at no cost to the bidders. Contact: Lynne Scalzo 218.722.4319 or lscalzo@scalzoarchitects.com.

Hard copy of Bidding Documents may be obtained from the Architect upon request. A non-refundable cost of $150.00 is required for each set.

Availability: Beginning on March 12, 2019

Handling: To expedite the process of handling plans and project manuals; Bidders are encouraged to pick-up Bidding Documents and should call the Architect to arrange a time. A non-refundable service charge of $75.00 will be charged for distribution via UPS or mail delivery. This check must be separate from the plan deposit check.
Bond: Each bid must be accompanied by a certified check or bid bond prepared on separate form of bid bond, duly executed by the Bidder as principal and having as surety thereon, a surety company approved by City of Duluth, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three (3) lowest responsible Bidders within three (3) days after the opening of bids. The remaining certified checks or bid bonds will be returned promptly after Life House and the accepted Bidder have executed the contract, or if no award has been made, within five (5) days or upon demand of the Bidder at any time thereafter, so long as Bidder has not been notified of the acceptance of their bid.

The successful Bidder to furnish Performance Bond and a Labor & Materials Payment Bond in the Full Amounts. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to City of Duluth.

Owner: The Owner reserves the right to reject any and all bids or to waive any informality in the bidding procedures and to award contracts to other than the lowest bidder, if in their judgement the interest of the Owner will be best served.

A contract, if awarded, will be awarded based on the combination of Base Bid and Alternative Bids which produces a Contract Sum within the funds available. Alternative Bids accepted will be accepted in any order which best serves the interest of Life House.

Prevailing Wages are required for this Project.

Pre-bid: A Mandatory Pre-Bid Conference will be held at 1:30 pm on Thursday March 21, 2019. Meet at Life House Commons 21 North 1st Avenue West.

Attendance is required for all contractors that will be submitting a bid. Attendance by sub-contractors, although recommended, is not mandatory. Bids will be accepted only from those attending the mandatory Pre-bid Meeting.
BID FORMS

Date:  _________________________________________

Bidder:  _________________________________________

LIFE HOUSE COMMONS
21 North 1st Avenue West
Duluth, Minnesota  55802

GENERAL CONSTRUCTION

The undersigned; having carefully examined the Procurement Requirements, Contracting Requirements, General Requirements, the Drawings and Specifications, as well as the conditions affecting the work; propose to furnish, in accordance with the Contract Documents, materials, labor and equipment required for the construction of the “Life House Commons”, 21 North 1st Avenue West, Duluth, Minnesota 55802

BASE BID

Stipulated Sum of  _________________________________________

______________________________________ Dollars ($ )

ALTERNATIVES

Alternate No. 1  Provide complete removal of existing roofing and installation of new EPDM single-ply membrane roofing system.

Add/deduct the sum of  _________________________________________

______________________________________ Dollars ($ )

Alternate No. 2  Provide site improvements

Add the sum of  _________________________________________

______________________________________ Dollars ($ )

UNIT PRICING

Unit Price No. 1  Provide removal of additional rotted or damaged roof sheathing and install new roof sheathing to match the existing for the sum of  _________________________________________ Dollars ($ ) per square foot.

Addendum Number(s) ________________________________ are hereby acknowledged.
Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Applicable taxes are included in the above Base Bid and Alternate Sums.

In submitting this bid, it is understood that the right is reserved by the Owner to accept or reject any or all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) calendar days after the date of receipt of this Bid Form.

The undersigned further agrees, if awarded the contract under the base bid to execute and deliver to the Owner within ten (10) calendar days of signing of the Contract, a Performance Bond and Labor and Material Bond in the full amount of the Contract. The company providing the bond must be registered for business in the State of Minnesota and satisfactory to the Owner.

Careful consideration has been given to the number of calendar days to complete the Work. We agree to commence work under the Base Bid, when the Owner-Contractor Agreement is executed; and to maintain progress necessary to complete the Work associated with this project within ______ calendar days.

Respectfully Submitted:

Firm Name: ____________________________________________

By: ____________________________________________________

Title: __________________________________________________

Address: _______________________________________________

Telephone: _____________________________________________

END OF DOCUMENT
GENERAL CONDITIONS

The General Conditions of this Contract is the American Institute of Architects (AIA) Document A201-2007, “General Conditions of the Contract for Construction”, 15 Articles, 38 pages; is hereby made a part of the Contract Documents to the same extent as if bound herein. Copies are on file with the Owner and the Architect.

END OF DOCUMENT
SUPPLEMENTARY CONDITIONS

SCOPE:

The General Conditions of this Contract is the American Institute of Architects (AIA) Document A201-2007, “General Conditions of the Contract for Construction”, 15 Articles, 38 pages; included by reference as a part of this Project except as modified, rescinded or supplemented by these Supplementary Conditions, which take precedence. Those portions of AIA Document A201-2007, which are not altered by these Supplementary Conditions, shall remain in effect as published.

ARTICLE 1  GENERAL PROVISIONS

1.2  CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Insert the following paragraph:

1.2.4 The precedent of the Construction Documents is in the following sequence.

.1 Addenda or modifications of any nature to the drawings and specifications take precedence over the original construction documents.

.2 The Working Drawings: Precedence shall be drawings of larger scale over those of smaller, figured dimensions over scaled dimensions, and noted materials over graphic indications. Where installation is shown or noted but not specified, the item shall be provided as shown on the drawings.

ARTICLE 2  OWNER

2.2  INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete 2.2.5 in its entirety.

ARTICLE 3  CONTRACTOR

3.3  SUPERVISION AND CONSTRUCTION PROCEDURES

Insert the following paragraph:

3.3.4 Report in writing to the Architect any conditions detrimental to the Work. Do not proceed until conditions, which would result in less than a first class installation, are satisfactorily corrected. Commencing work shall be construed as acceptable of the work of others by the contractor as satisfactory to receive the work.
ARTICLE 7  CHANGES IN THE WORK

7.1  GENERAL

**Insert** the following paragraph:

7.1.4  Changes Initiated by the Owner

.1  If a change in the Work is desired by the Owner, the Architect will notify the Contractor and provide a written description, in the form of drawings or otherwise, of the change.

.2  The Contractor shall within five (5) days, submit in writing a firm proposal for any changes in the Contract Sum and the Contract Time resulting from the proposed change, to the Architect.

.3  The Owner shall have seven (7) days, or such other time as may be agreed upon, in which to accept or reject the Contractor’s proposal after it’s submission. And the Contractor shall not modify or withdraw the proposal during this period.

7.3  CONSTRUCTION CHANGE DIRECTIVES

**Insert** the following clause under 7.3.6

.6  The maximum that will be allowed for overhead, profit or commission shall be as follows; expressed as a percentage of the actual basic cost of the change. The percentages for profit, overhead and commission led by the Owner may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as Contractor merely processing a substantial change order to a subcontractor) but in no event shall they exceed the following:

a.  To the Contractor and/or sub-contractor for work performed with his own forces: 10% Overhead and Profit.

b.  To the Contractor for work performed by other than his own forces: 10% Overhead and Profit.

ARTICLE 8  TIME

8.3  DELAYS AND EXTENSIONS OF TIME

**Insert** the following paragraph:

8.3.4  Time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor may be granted an extension of time due to causes beyond the Contractor’s control which constitute a justifiable delay. The Owner will extend the time subject to the following provisions:

.1  Written notice of the delay, an explanation of the cause and an estimate of the length of delay shall be forwarded to the Architect within five (5) days of the beginning of the delay.
.2 Claims for extension of time shall be stated in numbers of whole calendar days. The actual dates on which the delay(s) occurred must be stated. In the case of claims for extension of time because of unusual inclement weather preventing the execution of major items of Work on normal working day; calendar days shall be computed by multiplying normal workdays (five days per week) by a factor of 1.4. The Contractor must provide documentation of all weather related delays and claims for extension will be allowed if the weather is distinctly out of line with the ten year average.

.3 Any extension of time for strikes or lockouts shall be supported by a situation of facts concerning the strike, including but not limited to, the dates, the craft concerned, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike to the progress of the Work.

.4 Claims for extension of time for delays in transportation or for failure of suppliers shall be supported by a citation of facts demonstrating that the delays are beyond the Contractor’s control, including, but not limited to, efforts to overcome such delays.

.5 The time extensions for Changes in the Work will depend upon the extent, if any, by which the changes cause delay in the completion of various elements of construction.

.6 A Change Order granting the time extension may provide that the Agreement completion date will be extended only for those specific elements so delayed and that the remaining Work will not be altered. The amended Completion Date shall be the original completion time.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Insert the following paragraph:

10.2.8 The Contractor shall exercise unusual care to prevent damage to other’s as well as the Owner’s interests. Any such loss or damage shall be paid for by the persons responsible, and should any contractor cause damages to other work or person employed on the work, the Contractor agrees upon due notice to settle with such person by agreement if such person will so settle. The Contractor agrees to defend any suits at his own expense and pay all costs arising there from any cost to the Owner.
GENERAL REQUIREMENTS

PART 1  GENERAL

1.01  PROJECT DESCRIPTION

A. The project consists of the Interior Renovation for the Life House Commons located at 21 North 1st Avenue West, Duluth, Minnesota 55802; as shown by the Contract Documents prepared by Scalzo Architects, Ltd; 1901 South Street; Duluth, Minnesota 55812; February 15, 2019.

1. This Work includes, but is not limited to: Interior renovation for classroom space located on the second floor; mercantile space located on the first floor; interior connection to the existing Life House Building; egress stair; and limited work in the basement.

2. The scope of work is approved for use of funding provided by the City of Duluth Community Development Block Grant.

1.02  SECTION INCLUDES

A. Summary of Work: Definitions; Contract; Work by Owner; Contractor Use of Premises.

B. Contract Considerations: Schedule of Values; Applications for Payment; Contract Modification Procedures; Alternatives; and Unit Prices.

C. Coordination and Meetings: Coordination; Field Engineering; Pre-construction Meetings; Progress meetings; Equipment Electrical Characteristics and Components; Examination; Preparation; Cutting and Patching.

D. Submittals: Submittal Procedures; Construction Progress Schedules; Proposed Products List; Shop Drawings; Product Data; Samples; Manufacturer’s Installation Instructions.

E. Quality Control: Quality Assurance - Control of Installation; Tolerances; References; Inspection and Testing Laboratory Services; Manufacturer’s Field Services and Reports.

F. Construction Facilities and Temporary Controls: Temporary Electricity; Temporary Telephone Service; Temporary Water Service; Temporary Sanitary Facilities; Barriers; Exterior Enclosures; Protection of Installed Work; Security; Parking; Progress Cleaning and Waste Removal; Field Offices; Removal of Utilities, Facilities, and Controls.

G. Material and Equipment: Products; Transportation, Handling, Storage, and Protection; Product Options; Substitutions.

H. Contract Closeout: Contract Closeout Procedures; Final Cleaning; Project Record Documents; Operation and Maintenance Data; Spare Parts and Maintenance Materials; Warranties.
1.03 DEFINITIONS

A. Furnish: To supply products to the project site, including delivery ready for unloading and replacing damaged and rejected products.

B. Install: To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.

C. Provide: To furnish and install products.

D. Indicated: Shown, noted, scheduled, specified, or drawn, somewhere in the contract documents.

1.04 CONTRACT

A. Contract Description: Lump Sum.

B. The successful Bidder to furnish a Performance Bond and a Labor & Materials Payment Bond in the Full Amounts, to protect Owner against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the Owner. Any attorney-in-fact who signs bid bonds or contract bonds must file with each bond, a certified and effectively dated copy of their power of attorney.

1.05 WORK BY OWNER

A. The Owner will award separate contracts or provide the following Work items:
   1. Furniture, Fixtures, and Equipment as noted on the drawings.
   2. Interior painting
   3. Mechanical/HVAC Work
   4. Plumbing Work
   5. Electrical Work

B. The General Contractor is to provide project coordination for the Work awarded by the Owner under separate contracts.

1.06 CONTRACTOR USE OF PREMISES

A. Contractor to obtain permits and arrange for subsequent inspections related to the construction.

B. Contractors will abide by current pertaining regulatory agencies safety policies and procedures.

C. Unknown quantities of existing hazardous materials, including asbestos, may be encountered. The removal, modification, or abatement of hazardous substances is not a part of this Contract.
D. When hazardous materials are encountered, it shall be the Contractor’s responsibility to immediately notify the Owner and to suspend the Work in the affected area until the hazardous substance has been removed and the Owner has authorized the Contractor to resume operations in the affected area.

E. Keep driveways, entrances and sidewalks clear at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements for storage of materials.

F. Maintain the existing building in a weather-tight and secure condition throughout construction. Repair damages caused by construction operations. Take precautions necessary to protect the building and occupants during the construction period.

G. The Owner will occupy the adjacent spaces in the building during construction. Cooperate with the Owner to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner’s operations.

H. This is a “smoke-free” facility; No Smoking is allowed within the building.

1.07 SCHEDULE OF VALUES

A. Submit schedule on AIA Form G703. (Contractor’s standard form of electronic media printout will be considered.)

B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

1.08 APPLICATIONS FOR PAYMENT

A. Submit three copies of each application on AIA Document G702 and Continuation Sheet(s) G703. (Contractor’s standard form of electronic media printout will be considered.)

B. Content and Format: Utilize Schedule of Values for listing items in Application for payment. Each Application for Payment shall be consistent with the previous applications and payments as certified by the Architect and paid by the Owner.

C. Payment Period: Monthly as indicated in the Agreement.

D. Waivers of Lien: With each application, submit waivers of lien from every entity who may file a lien arising out of the Contract, and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested, prior to deduction for retainage, on each item.
   2. Submit each application with Contractor’s waiver of lien for the period covered by the application.
   3. Submit final Application for Payment with final waivers from every entity involved with the performance of Work covered by the application who could be entitled to a lien.
   4. Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
1.09 CONTRACT MODIFICATION PROCEDURES

A. Architects Supplemental Instructions (ASI)
   1. The Architect will have the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of Contract Time and not consistent with the intent of the Contract Documents.
   2. Supplemental Instructions Form: AIA Document G710.

B. Proposal Request (PR)
   1. Written request outlining proposed changes to the Scope of Work under the Agreement. The Owner will consider submitted revisions to the Contract Sum and or Contract Time. The Owner may choose to accept or reject the proposed Contract adjustments.
   2. The Contract Sum or Time will be adjusted by written Change Order.

C. Construction Change Directive (CCD)
   1. A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and the Architect, directing a change in the Work and stating a proposed basis for adjustment in the Contract Sum or the Contract Time or both.
   3. The Contract Sum or Time will be adjusted by written Change Order.

D. Stipulated Sum / Price Change Order: Based on Proposal Request and Contractor’s fixed price quotation or Contractors request for a Change Order as approved by the Architect/Engineer.

1.10 ALTERNATIVES

A. Alternatives quoted will be reviewed and accepted or rejected at the Owner’s option.

B. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

C. Schedule of Alternatives:
   1. Alternate No. 1 – Provide complete removal of the existing roofing and installation of a new single-ply membrane roofing system.
   2. Alternate No. 2 – Provide site improvements as indicated by Site Plan 1/Z1.

1.11 UNIT PRICES

A. A cost quoted for a single, specified unit of Work.

B. Used where the nature of the Work is well defined, but the extent of the Work is not known or likely to change.

C. Schedule of Unit Prices:
   1. Unit Cost No. 1 – Per square foot cost to remove additional rotted or damaged roof sheathing and provide new roof sheathing to match existing.
1.12 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.

C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.

1.13 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform with the Contract Documents.

B. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

1.14 PRECONSTRUCTION MEETINGS

A. The Owner will schedule a pre-construction meeting after Notice of Award.

1.15 PROGRESS MEETINGS

A. The Owner will conduct Progress Meetings during the construction of the Work.

B. The Contractor will prepare and distribute copies of minutes of meetings to each party present and to parties that should have been present.

1.16 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS


1.17 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.18 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.
1.19 CUTTING AND PATCHING

A. Employ a skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.

B. Submit written request in advance of cutting or altering structural or building enclosure elements.

C. Execute cutting, fitting, and patching to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.

D. Refinish surfaces to match adjacent finishes.

1.20 SUBMITTAL PROCEDURES

A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.

B. Apply Contractor’s stamp, signed or initialed, certify that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

D. Revise and resubmit submittals as required; identify all changes made since previous submittal.

1.21 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within 7 days after date of Owner-Contractor Agreement for Architect review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

C. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

1.22 PROPOSED PRODUCTS LIST

A. Within 7 days after date of Owner-Contractor Agreement, submit list of major Products proposed for use, with name of manufacturer, trade name, and model number of each product.
1.23 SHOP DRAWINGS

A. Shop Drawings for Review:
   1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
   2. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for record document purposes as described in the CONTRACT CLOSEOUT PROCEDURES article.

B. Shop Drawings for Project Close-out:
   1. Submitted for the Owner’s benefit during and after project completion.

C. Submit in the form of one reproducible transparency and one opaque reproduction.

1.24 PRODUCT DATA

A. Product Data for Review:
   1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
   2. After review, provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for record document purposes as described in the CONTRACT CLOSEOUT PROCEDURES article.

B. Product Data for Project Close-out:
   1. Submitted for the Owner's benefit during and after project completion.

C. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect/Engineer.

D. Mark each copy to identify application products, models, options, and other data. Supplement manufacturers’ standard data to provide information unique to this project.

1.25 SAMPLES

A. Samples For Review:
   1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
   2. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for record document purposes as described in the CONTRACT CLOSEOUT PROCEDURES article.

1.26 MANUFACTURER INSTALLATION INSTRUCTIONS

A. Submit manufacturer printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
1.27 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers’ instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.28 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers’ tolerances.

1.29 REFERENCES

A. Conform to reference standards by date of issue current as of the date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.30 INSPECTION AND TESTING LABORATORY SERVICES

A. Owner will appoint, employ, and pay for the specified special inspections services of an independent firm to perform inspection and testing.

B. The independent firm will perform inspections, tests, and other services as required.

C. Cooperate with independent firm; furnish samples as requested.

D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.

1.31 MANUFACTURERS’ FIELD SERVICES AND REPORTS

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions and to initiate instructions when necessary.

B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers’ written instructions.
1.32 TEMPORARY ELECTRICITY
   A. Owner to pay for power service except for connections required. Power consumption shall not disrupt Owner’s need for continuous service.
   B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.33 TEMPORARY WATER SERVICE
   A. Connect to existing water source, as designated by Owner, for construction operations.

1.34 TEMPORARY SANITARY FACILITIES
   A. Existing toilet facilities may be used, as designated by the Owner.
   B. Maintain in clean and sanitary condition.

1.35 BARRIERS
   A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

1.36 EXTERIOR ENCLOSURES
   A. Provide temporary weather tight closures to exterior openings to permit acceptable working conditions and protection of the Work.

1.37 PROTECTION OF INSTALLED WORK
   A. Protect installed Work and provide special protection where specified in individual specification sections.
   B. Prohibit traffic or storage upon waterproofed or roofed surfaces.

1.38 SECURITY
   A. Provide security and facilities to protect Work, existing facilities and Owner’s/tenant’s operations from unauthorized entry, vandalism, or theft.

1.39 PARKING
   A. Construction parking will be allowed as designated by the Owner.

1.40 PROGRESS CLEANING AND WASTE REMOVAL
   A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
1.41 FIELD OFFICE

A. Designate an area for periodic progress meetings and maintain drawing display table.

1.42 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.43 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.

C. Provide interchangeable components of the same manufacture for components being replaced.

1.44 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturer’s instructions.

B. Minimize storage of materials on-site. Store only within the area designated by the Owner.

1.45 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for manufacturer not named.
1.46 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitution, up to 5 day prior to the
date of bid due.

B. Document each request with complete data substantiating compliance of proposed
Substitutions with Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request
to one proposed Substitution.
   1. Electronic submittal is acceptable.

1.47 CONTRACT CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work
inspected, and that Work is complete in accordance with Contract Documents and
ready for Architect/Engineer’s inspection.

B. Submit final Application for Payment identifying total adjusted Contract Sum/Price,
previous payments, and amount remaining due.

1.48 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean interior and exterior surfaces exposed to view.

C. Clean filters of operating equipment.

D. Remove waste and surplus materials, rubbish, and construction facilities from the
site.

1.49 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized for record documents.

B. Record actual revisions to the Work. Record information concurrent with
construction progress.

C. Record Documents and Shop Drawings: Legibly mark each item to record actual
construction.

D. Submit documents to Architect/Engineer with claim for final Application for Payment.
1.50 OPERATION AND MAINTENANCE DATA

A. Submit two sets prior to final inspection, bound in 8 1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title “OPERATION AND MAINTENANCE INSTRUCTIONS” and title of the project.

C. Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titles clearly printed under reinforced laminated plastic tabs.

D. Contents:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system.

1.51 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

B. Deliver to Project site prior to final payment.

1.52 WARRANTIES

A. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

B. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION
<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Material</td>
<td>Conforms to ADA guidelines for construction and accessibility requirements.</td>
</tr>
<tr>
<td>2. Dimensions</td>
<td></td>
</tr>
<tr>
<td>3. Fixtures</td>
<td>Toilets 204 and 205 are adjacent and share a common wall.</td>
</tr>
<tr>
<td>4. Height</td>
<td>Toilets are 1.5 inches from the floor to the top of the seat.</td>
</tr>
<tr>
<td>5. Stalls</td>
<td></td>
</tr>
<tr>
<td>6. Handrail</td>
<td>Handrails are provided on both sides of the stall.</td>
</tr>
<tr>
<td>7. Lids</td>
<td>Lids are flush with the seat.</td>
</tr>
<tr>
<td>8. Signage</td>
<td>Signs are placed above each stall.</td>
</tr>
<tr>
<td>9. Locks</td>
<td>Stalls are secured with lock mechanisms.</td>
</tr>
<tr>
<td>10. Ventilation</td>
<td>Proper ventilation is maintained.</td>
</tr>
</tbody>
</table>

**NOTES:**
- Ensure all fixtures are properly aligned and secure. |
- Check for any loose or missing items. |
- Verify all signs are clearly visible and legible. |
- Ensure handrails are accessible to all users. |
- Verify all locks are functional and secure. |
- Ensure ventilation is not obstructed.
Professional Certification:
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

_________________________

2/25/2011

Mark R. Udd, P.E.
MN Reg. No. 40443

MATERIALS

ALL STRUCTURAL STEEL SHOULD BE ROLL FORMED MILL PRODUCED STEEL THAT IS CUT AND 필ted TO MEET THE SPECIFICATIONS FOR THE STRUCTURAL STEEL LAYOUT SHEET.

ALL WELDS SHALL BE IN COMPLIANCE WITH THE MILL PRODUCED COLUMN OR SHEAR WALL AS PER THE LAYOUT SHEET.

ALL CONNECTIONS SHALL BE IN COMPLIANCE WITH THE MILL PRODUCED CONNECTIONS AS PER THE LAYOUT SHEET.

ALL REINFORCEMENT SHALL BE IN COMPLIANCE WITH THE MILL PRODUCED REINFORCEMENT AS PER THE LAYOUT SHEET.

ALL WOOD PLANS SHALL BE IN COMPLIANCE WITH THE MILL PRODUCED WOOD PLANS AS PER THE LAYOUT SHEET.
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 Professional Engineer under the laws of the State of Minnesota.

Mark R. Udd, P.E.
MN Reg. No. 40443

2/25/2011