



REQUEST FOR BID
DATE 8/31/2012
BID # 12-0458

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
 100 CITY HALL
 Duluth, MN 55802
 Dennis Sears
 PHONE: 218-730-5340
 FAX: 218-730-5921

10th Street Road Repairs

Job No. 1136

BID OPENING AT 2:00 PM on Thursday, September 13, 2012

Note: all bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Sales tax is not to be included in the unit price. Bidder to state freight charges if the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE
 FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT

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

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSUREANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point:

Engineering Division

Tax: Federal Excise Tax Exemption
 Account No. 41-74-0056 K

Jobsite(s)

Vendor Email Address: _____

FREIGHT CHARGE \$ _____

NAME: _____

TOTAL BID PRICE # _____

ADDR1: _____

TO INCLUDE ANY ADDITIONAL PAGES.

ADDR2: _____

ADDR3: _____

BY: _____

PAYMENT TERMS \$ _____

(Print)

(Title)

F.O.B. POINT \$ _____

(Signature)

(Tele. #)

DELIVERY DATE \$ _____

The City of Duluth is an Equal Opportunity Employer.

DATE: 8/31/2012
BID #: 12-0458

*****SCHEDULE OF PRICES*****
10th Street Road Repairs

City Project # 1136

Make all extensions and total the bid.

Item No.	Spec. #	Qty	U/OM	Item Description	Unit Price	Total Price
001		1	Each	Exhibit A (Must Be Returned With The Bid)	\$ _____	\$ _____
TOTAL \$						_____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

TOTAL BID IN WORDS:

CONTRACTOR NAME:

THE CONTRACTOR AGREES TO ALL OF THE PROVISIONS CONTAINED IN THE CONTRACT DOCUMENTS. ENCLOSED HEREWITH FIND A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF AT LEAST 5% OF THE AMOUNT OF PROPOSAL MADE PAYABLE TO THE CITY OF DULUTH AS A PROPOSAL GUARANTEE WHICH IT (see additional page(s))

(Initial)

DATE: 8/31/2012
BID #: 12-0458

IS AGREED BY THE UNDERSIGNED WILL BE FORFEITED IN THE EVENT THE FORM OF CONTRACT AND BOND IS NOT EXECUTED, IF AWARDED TO THE UNDERSIGNED.

The bidder hereby certifies that he/she has utilized the City of Duluth Public Works/Utilities Department - Engineering Division Standard Construction Specifications 2011 booklet and any and all amendments and has incorporated the terms hereof in its bid.

SIGNED: _____ FOR

_____ A PARTNERSHIP (OR)

_____ A CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF:

PRESIDENT _____
VICE-PRES. _____
SECRETARY _____
TREASURER _____

ADDRESS (ES) _____

BEING DULY SWORN, DEPOSES AND SAYS THAT THERE ARE NO OTHER PERSONS COMPRISING ABOVE COMPANY OR FIRM THAN THE ABOVE NAMES, AND THAT THERE ARE NO PERSONS OR CORPORATIONS INTERESTED IN THE FORGOING PROPOSALS, EITHER AS PRINCIPAL OR SUBCONTRACTOR, OTHER THAN THE ABOVE NAMES; ALSO THAT THE PROPOSALS ARE MADE WITHOUT ANY CONNECTION WITH ANY PERSON OR PERSONS MAKING ANY PROPOSAL FOR THE ABOVE WORK; THAT THEY ARE IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD; AND THAT NO PERSON ACTING IN ANY OFFICIAL CAPACITY FOR THE CITY OF DULUTH IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN, OR IN ANY PORTION OF THE PROFIT THEREOF.

(see additional page(s))

(Initial)

CITY OF DULUTH

DATE:

8/31/2012

BID #:

12-0458

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF

A.D.,

NOTARY PUBLIC

IMPORTANT NOTE BIDDERS:

1) PLEASE DISREGARD THE NOTE ON PAGE 1 REGARDING SALES TAX FOR THIS BID. ALL APPLICABLE SALES AND /OR USE TAX ARE TO BE INCLUDED IN BID PRICING. ALSO, ALL BIDS ARE TO BE F.O.B. JOBSITE THE BLANK ON PAGE ONE FOR FREIGHT IS TO BE LEFT BLANK.

2) THIS PROJECT WILL USE A COMBINATION OF FUNDING TO FINANCE THIS PROJECT. BOTH FEDERAL DAVIS BACON PREVAILING WAGES AND STATE OF MINNESOTA PREVAILING WAGES APPLY TO THIS PROJECT. PAYMENT OF THE WAGE AND FRINGE BENEFITS THAT ARE MOST BENEFICIAL TO THE EMPLOYEES ARE REQUIRED.

DELIVERY CONTACT: TOM JOHNSON, ENGINEERING
218-730-5103

Initial

BID # 12-0458
 10th STREET ROAD REPAIRS
 CITY OF DULUTH PROJECT NO. 1136

EXHIBIT A

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL PRICE
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	40		
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	65		
4	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	142		
5	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	1		
6	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	70		
7	2104.601	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	1		
8	2105.501	COMMON EXCAVATION (CV)	CU YD	34		
9	2105.522	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	46		
10	2105.523	COMMON BORROW (LV)	CU YD	200		
11	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	70		
12	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	20		
13	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	0		
14	2360.501	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	0		
16	2501.515	60" RC PIPE APRON	EACH	2		
15	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	126		
17	2503.602	CONNECT TO EXISTING DRAIN TILE	EACH	4		
18	2503.541	60" RC PIPE SEWER CLASS III	LIN FT	71		
19	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2		
20	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	2		
21	2504.603	8" HDPE WATER MAIN SDR-11	LIN FT	38		
22	2504.604	3" POLYSTYRENE INSULATION	SQ YD	5		
23	2505.602	CONNECT TO EXISTING GAS MAIN (ABANDONED)	EACH	2		
24	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	11.23		
25	2506.516	CASTING ASSEMBLY	EACH	1		
26	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	126		
27	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	16		
28	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
29	2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	100		
30	2573.530	STORM DRAIN INLET PROTECTION	EACH	4		
31	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2		
32	2575.555	TURF ESTABLISHMENT	LUMP SUM	1		
33						

GRAND TOTAL = \$

INSTRUCTIONS TO BIDDERS

- 1) Use of Separate Bid Forms These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract document, completed, or executed. **Separate copies of bid forms are furnished for that purpose.**
- 2) Interpretations or Addenda No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the city of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the office of the city engineer at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.
- 3) Inspection of Site Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; the city of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
- 4) Alternative Bids No alternative bids or bid items will be considered unless alternative bids are specifically requested by the technical specifications.
- 5) Bids
 - a) All bids must be submitted on forms supplied by the city engineer and shall be subject to all requirements of the contract documents, including the drawings, and these **Instructions to Bidders**. All bids must be regular in every respect; no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.
 - b) Bid documents, including the bid and the bid guaranty, shall be enclosed in an envelope which shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If the proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to city of Duluth purchasing manager, 100 City Hall, Duluth, Minnesota 55802.
 - c) The city of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and, at its option, may reject the same.
 - d) If the project is awarded, it will be awarded by the city of Duluth to the lowest responsible bidder assuming that the bids are within funds available based on the lowest base bid and or in combination with selected alternates (if any). The alternates will be accepted in descending order. By the award of the contract, it is assumed that the work will be completed within the time-frame as specified within the contract documents.
 - e) Each bidder shall include in his bid the following information:
 - Principals – names, home addresses including city, state, and zip code
 - Firm – name, federal i.d. number, address, city, state, and zip code
 - Mechanical & Electrical Subcontractors -- names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal form).
- 6) Bid Guaranty
 - a) The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the city of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.

- b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax, or in person, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.

7) Collusive Agreements

- a) The successful bidder on each city of Duluth construction project shall be required to execute a city of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b) Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval on the MnDOT Request to Sublet Form (Standard Specification 1801) TP-21834 (5/18/2007).

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

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

10) Time for Receiving Bids

- a) Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer, whose duty it is to open them, will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the city purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- b) Bidders are cautioned that, while fax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

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

12) Withdrawal of Bids Bids may be withdrawn on written or faxed request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13) Award of Contract: Rejection of Bids

- a) The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b) The city of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents. A project labor agreement will be included in all contracts exceeding \$150,000.

14) Execution of Agreement: Performance and Payment Bond.

- a) Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the city of Duluth an agreement in the form as furnished by the City, in such number of copies as the city of Duluth may require.
- b) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:
 - 1) A performance bond for the use and benefit of the city of Duluth to complete the contract according to its terms, and conditioned on saving the city of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and
 - 2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

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

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

15) Wages and Salaries

- a) Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and fringe benefit rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b) The rates of pay set forth in prevailing wage schedule(s) are *potentially* the minimums to be paid during the life of the contract. Project funding sources, bid opening date, contract award date, and the contract start date may be factors resulting in a change of prevailing wage schedules. It is, therefore, the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day hours in conjunction with the project's funding sources, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates. A project labor agreement will be included in all contracts exceeding \$150,000.

- 16) Equal Employment Opportunity Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section 11).
- 17) Employment and Business Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the city of Duluth. Additionally, if any work is subcontracted, efforts should be made to award subcontracts to concerns located in or owned in substantial part by persons residing in the city of Duluth.
- 18) Sales and Use Taxes It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his/her liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his/her expense, for which no direct compensation will be made by the city to the contractor over and above the accepted bid.

19) Pre-Bid/Pre-Construction Meetings

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

any prime bidders to attend this meeting could jeopardize the contract award.

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

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

- a) The successful bidder on each city of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
- b) Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

City of Duluth
Insurance Requirements
(Updated July 13, 2009)

INDEMNIFICATION CLAUSE

Contractor agrees to defend, save harmless, and indemnify the City of Duluth, its agents and employees from any loss, cost, or damage by reason of Personal Injury or Property Damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Contractor, its employees, agents, or subcontractors.

INSURANCE

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

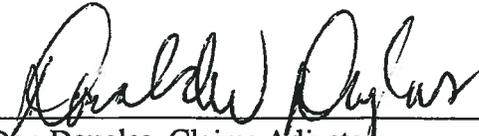
City of Duluth shall be named as Additional Insured under the Public Liability, Excess/Umbrella Liability*, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage's evidenced by said certificate and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverages ineffective as against the City.

The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG 2010 pre 2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office. (See attached examples of Endorsements).

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

Procedure verified by:



Don Douglas, Claims Adjuster
Duluth City Attorney's Office

Date 8/14/09

PRE-2004 CG 2010

A. **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

* * * * * cps * * * * *

NOTICE OF CANCELLATIONS ENDORSEMENT

All Coverage Parts Included in this policy are subject to the following condition:
If we cancel this policy, for any reason other than nonpayment

IL-7002 (10-90)

of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE	
<u>Person or (Name and Address)</u>	<u>Advance Notice (Days)</u>
City of Duluth Purchasing Div Room 100 City Hall 411 West First Street Duluth, MN 55802	30

City of Duluth Purchasing Division General Specifications

The word "City" used in these specifications shall mean the city of Duluth and/or its Authorities.

1. Instruction to Bidders:

- A. All bids must be completed in a non-erasable format on the form provided by city of Duluth, errors are to be crossed out and initialed.
- B. All bids must be enclosed in a sealed envelope.
- C. The enclosed blue and white sticker must be placed on the outside of envelope.
- D. The bid envelope shall be addressed to the city of Duluth, Purchasing Division, Room 100 City Hall, Duluth, Minnesota 55802.

2. Non-Collusion Clause:

Vendor, their agent/employee hereby agree to comply and fully perform in accordance with the law and state that they have not, directly or indirectly, entered into an agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted with respect to the above-referenced invitation to bid. Vendor fully acknowledges that such an act of non-compliance may be deemed unlawful and would be considered a violation of the law and subject to prosecution.

3. Award of Contract - Rejection of Bids:

The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the invitation for bids. The bidders, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

5. Obligation of Bidder:

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 any bidder from any obligation in respect to their bid.

6. 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 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).

7. Completion of Bid Request:

The city may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

8. E.E.O. Regulations:

Contractor will be required to comply with all applicable Equal Employment Opportunity (E.E.O.) 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.

9. Participation:

FORM 17:01/28/94
Revised: 08/28/02

This document is intended to serve the city of Duluth, its Agents and Authorities. Each authority may issue their own purchase order and will be responsible for it. The City of Duluth Authorities are as follows:

- 1. Duluth Airport Authority
- 2. Split Mountain Recreational Area Authority
- 3. Duluth Entertainment and Convention Center
- 4. Duluth Transit Authority
- 5. Duluth Economic Development Authority
- 6. Duluth Housing and Redevelopment Authority

The city has a cooperative purchasing agreement with St. Louis county allowing the county to purchase from this bid when requested. St. Louis county will issue and be responsible for its own purchase orders.

10. Qualifications of Bidder

The city may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the city that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

11. Addenda and Interpretations

Responses to general questions and clarifications of bids may be made at the discretion of the city. However, no interpretation of the meaning of the specifications or other pre-bid documents will be made by any bidder orally.

Every request for such interpretation should be in writing and delivered or sent by facsimile to the city purchasing agent or the buyer shown on the bid request, Duluth, Minnesota 55802, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids.

12. Award of Contract - Rejection of Bids:

In determining the successful bidder, there will be considered in addition to price (per Ordinance 7050):

- A. The ability, capacity and skill of the bidder to perform the contract.
- B. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- C. The quality of performance of previous contract.
- D. The sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract.

13. Quantities:

The city reserves the right to increase or decrease the quantities of items on this bid as required. Any exception to this provision must be noted by the vendor in its bid or proposal.

14. Wages and Salaries:

Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees for all "Public Works" type projects estimated to exceed \$2,000.

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

15. Validity of Bids:

All bids shall be valid for 60 days from the date of bid opening, unless an other period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60 day period.

16. Facsimile Bids:

Facsimile bids are acceptable if: bids are received at the designated facsimile number prior to the scheduled bid opening and an original copy of the bid, identical to the "faxed" bid, is received within 48 hours of the bid opening. Facsimile bid deposits are not acceptable. The city shall endeavor to keep bids confidential, but will accept no responsibility for the confidentiality of facsimile bids. All bids or proposals returned by facsimile are understood to incorporate these general specifications.

17. Insurance:

All vendors doing work on city property, except vendors making routine deliveries, shall submit an insurance certificate indicating insurance coverage as per current city requirements.

18. Website:

ci.duluth.mn.us/city/service/purchasing/index.htm

Second Tier Subcontractor Information

Second Tier Subcontractor:		Federal Tax I.D. Number:			
Street Address:		State Tax I.D. Number:			
City, State, Zip Code:		Email:			
Telephone Number: ())		Certified DBE Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Fax Number: ())		Currently Debarred or Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Specification or Item No.	Specification or Item Description	Quantity	Unit of Measurement	Unit Price	Amount
Total					
\$					

CONTRACTOR'S STATEMENT OF COMPLIANCE

<u>Print Name and Title of Prime Contractor Representative</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the Prime Contractor, I hereby certify that the information described on this form is truthful and accurate to the best of my knowledge. I certify that all subcontracts contain at a minimum the Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations and the State certified truck rental rates. I will ensure that all subcontractors demonstrate compliance with all contract specifications. Additionally, I understand that prior written consent to sublet any portion of the contract does not relieve the Prime Contractor of liabilities and obligations under the Contract and Bonds.

<u>Print Name and Title of First Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the First Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates and have provided these specifications to all Second Tier Subcontractors.

<u>Print Name and Title of Second Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the Second Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates.

<u>Print Name and Title of Project Engineer</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the Department, I approve the Prime Contractor's utilization of the above-mentioned Subcontractors. Additionally, the Prime Contractor has complied with the terms established in Mn/DOT Standard Specifications for Construction, Section 1801.

All persons signing this form understand that willful falsification of this document may result in civil and/or criminal prosecution under federal and/or state law. See Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5, 177.44, Subdivision 6, 609.63; or the United States Code 18 U.S.C. 1001, 31 U.S.C. 231, CFR 5.12.

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

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

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal Tax return)

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

TO: City of Duluth, Minnesota **PROJECT NUMBER & DESCRIPTION** _____

FROM: _____

(FIRM's name, address, telephone number)

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

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

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

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

C) Nonsegregated Facilities: The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this

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

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

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

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