

ADVERTISEMENT FOR BIDS

**2019 RACC RTU Replacements
City Project No. 097
City of Redwood Falls, Minnesota**

RECEIPT AND OPENING OF PROPOSALS: Sealed proposals for the work described below will be received at the Office of the City Administrator, City of Redwood Falls, 333 South Washington, P.O. Box 526, Redwood Falls, MN, 56283-0526 until 2:00 p.m. on August 15, 2019 at which time the bids will be opened and publicly read.

DESCRIPTION OF WORK: The work includes the replacement of two (2) existing rooftop units

COMPLETION OF WORK: All work under the Contract must be substantially complete by November 1, 2019. Substantial completion includes all concrete forming, reinforcement, curbing and installation. Final completion must be achieved by December 3, 2019.

PLANHOLDERS LIST, ADDENDUMS AND BID TABULATION: The plan holders list, addendums and bid tabulations will be available for download on-line at www.ci.redwood-falls.mn.us . Any addendums may also be distributed by mail, fax or email.

TO OBTAIN BID DOCUMENTS: Complete digital project bidding documents are available at www.ci.redwood-falls.mn.us. Contractors are required to schedule a site visit to assess access, staging and construction limitations. Contact Jim Doering Public Works Project Coordinator at 507-430-5904 to schedule an onsite visit.

BID SECURITY: A certified check or proposal bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of Redwood Falls shall accompany each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to choose between alternates, to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

Dated: July 16, 2019

/s/ Keith Muetzel
City Administrator

Published:

Redwood Gazette: July 22, 2019

****END OF SECTION****

SCOPE OF WORK

Overview:

The 2019 RACC RTU Replacements project consists of removal and replacement of existing 30 ton capacity rooftop units RTU-2 and RTU-3 with new 35 ton capacity, similarly configured units, utilizing the existing roof curbs. New units are to be provided with hail guards.

Project Description:

The contractor will disconnect all connections to existing units RTU-2 and RTU-3. The contractor will remove and haul away the existing units. Existing roof curbs are to remain and be re-utilized to receive the new units. The contractor shall be responsible for all required re-connections, including any modifications required due to dissimilarities between removed and newly installed equipment. The contractor will be responsible for all labor, materials, equipment, skill and tools necessary to provide a complete project. The contractor shall provide start-up, balance and commissioning of new units.

Staging, Access and Traffic Control:

The Contractor will work with the Redwood Falls Parks and Recreation Department to identify locations for any equipment rigging and hoisting

Planning:

As part of the bidding process, each perspective bidder(s) must visit the project site prior to bid submission to visualize the entire scope of the project. Contact Jim Doering, Public Works Project Coordinator to schedule a site visit at 507-430-5904.

****END OF SECTION****

INSTRUCTIONS TO BIDDERS FOR
CONSTRUCTION CONTRACTS

**2019 RACC RTU Replacements
City Project No. 097
City of Redwood Falls, Minnesota**

ARTICLE 1. DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Contract. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*- The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2. COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained as detailed in the Advertisement for Bids. Deposits shall be refundable, or not, as indicated in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents, whether paper or electronic/digital (if delivered in that format), shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The Owner or Engineer may, on occasion and at their sole discretion, provide partial copies of Bidding Documents, such as Bid Forms or electronic/digital versions of such partial copies, to Bidders holding complete sets of Bidding Documents. Provision of partial copies to the Bidder shall be deemed to be for the convenience of the Bidder and shall in no way relieve the Bidder of its obligation to base its bid on complete sets of the Bidding Documents or to confirm accuracy and completeness of the information provided. The availability of electronic/digital versions of Bid Forms shall be identified in the Bidding Documents ("Electronic/Digital Documents").
- 2.04 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.
- 2.05 When the advertisement indicates that such information is available, the Owner and Engineer will, upon request, provide the Bidder with electronic/digital versions of the entire set of Bidding Documents. The terms of use of such electronic/digital versions shall be as set forth in the Bidding Documents ("Electronic/Digital Documents"). It is the responsibility of the Bidder to provide any and all means (including software and data communication/transmission systems of adequate capacity) for receipt and use of electronic/digital documents and to assure that the Bidder receives the documents in a timely and complete form. The Bidder may not re-transmit originals or copies of the electronic/digital versions of the Bidding Documents to any other party except as permitted by terms of use agreements.

ARTICLE 3. QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested by the Owner or Engineer.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify: None: *Site visit is Mandatory*.

4.02 Underground Facilities:

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition:

A. None Identified

4.04 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site;
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.05 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this ARTICLE 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5. PRE-BID CONFERENCE

5.01 None Scheduled - **Site visit is mandatory.**

ARTICLE 6. SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7. INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8. BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form

attached) issued by a surety meeting the requirements of Article 7 of the General Contract.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03

Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the Bid opening.

ARTICLE 9. CONTRACT TIMES

9.01 The number of days within which, or the dates by which milestones are to be achieved and/or the Work is to be substantially completed and ready for final payment are set forth in the General Contract.

ARTICLE IO. LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the General Contract.

ARTICLE 11. SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12. SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 The General Contract requires the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has any reasonable objection(s) to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, if Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds

for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, -individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13. PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained online at www.ci.redwood-falls.mn.us.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each bid item, alternative and/or section listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14. BASIS OF BID

14.01 Unit of Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15. SUBMITTAL OF BID

- 15.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the person indicated in the advertisement or invitation to bid.
- 15.02 The Owner does not allow electronic bid submittals.

ARTICLE 16. MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17. OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders upon request after the Owner has considered the bids and makes award.

ARTICLE 18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19. EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to

make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20. CONTRACT SECURITY AND INSURANCE

- 20.01 Articles 7 & 8 of the General Contract, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required performance and payment bonds and insurance certificates.

ARTICLE 21. SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22. SALES AND USE TAXES

- 22.01 Owner is not exempt from state sales and use taxes on materials and equipment. Said taxes shall be included in the Bid.

ARTICLE 23. CONTRACTS TO BE ASSIGNED

- 23.01 There are no material contracts for this project that will be assigned to the Contractor.

END OF SECTION

ELECTRONIC/DIGITAL DOCUMENTS

PART 1. GENERAL

1.1 SUMMARY

- A. The Owner or Engineer may elect to provide copies of the contract documents or supplemental information to the Contractor in electronic/digital media format. This section governs the availability, use and limitations of information provided in electronic/digital format.

1.2 FORMAT OF DOCUMENTS AND CONTROLLING CRITERIA

- A. The Agreement identifies the contract documents upon which the Bidder or Contractor may rely. This section is intended to clarify limitations on the use of electronic/digital documents.
- B. "Hard Copies" of the Contract Documents consist of complete sets of those documents specifically listed in the Agreement including the version of the plans and specifications that are signed and sealed with original signature (or unalterable and legally acceptable facsimile copy of said signature) denoting the designer's final intent for bidding purposes. Electronic/digital files in the "Native File Format" are saved in the default file format used by a specific software application. The native file format of an application is proprietary and these types of files are not meant to be transferred to other applications. Electronic/digital files in the native file format may be altered and may not be representative of the paper copies of the documents
- C. For bidding purposes only, Hard Copies of the Contract Documents shall be construed to include electronic/digital files of the Bidding Documents, prepared by Engineer and provided under direction of Engineer in a Portable Document Format (PDF) format or other file format that is intended by the Engineer and Owner to be unalterable and exactly representative of the information contained in the paper copies of the documents.
- D. The project plans graphically set forth design requirements for the project. These plans are a two-dimensional representation of three-dimensional existing conditions and proposed improvements. Because it is generally impossible to economically or graphically duplicate real world conditions on a two-dimensional plan format, certain approximations, graphical simplifications, intentional or unintentional inaccuracies must generally be used to adequately describe the existing conditions and work to be done on the plans. Because of these graphical compromises, certain dimensions and other supplementary notes and information may be added to the plans to control the specific requirements of the design. Electronic/digital versions of the plans in PDF format, native file format or other electronic file format may imply a spatial accuracy that exceeds the graphical limitations of the original plan set. This is also true of supplementary electronic/digital information developed from the plans or underlying support data (such as layers, hidden lines, survey points or topographic computational networks).
- E. In the event of a conflict between an electronic/digital version of a Contract Document and the Hard Copy of the document, the Hard Copy shall be deemed to govern. Bidders, by submitting a bid, and the Contractor by executing the contract, acknowledge these graphical limitations to the plan development process and accept the controlling nature of the Hard Copies of all project documents.

1.3 AVAILABILITY AND USE OF DIGITAL/ELECTRONIC DOCUMENTS

- A. When the Advertisement for Bids or Project Manual indicate that electronic/digital copies of the Plans and Specifications are available, such documents shall be made available to the Bidder or Contractor upon request in PDF format or other file format that is intended by the Engineer and Owner to be unalterable and exactly representative of the information contained in the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of electronic/digital documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that electronic/digital versions and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Except as otherwise advised, the Bidder may use and rely upon complete sets of the PDF or other electronic/digital version of the Bidding Documents, prepared by the Engineer and provided under direction of the Engineer, for preparation of its bid. However, Contractor assumes all risks associated with differences arising from transmission/receipt of electronic/digital versions and reproductions prepared from those versions and, further, assumes all risks, costs and responsibility associated with use of the electronic/digital versions to derive information that is not explicitly contained in the paper copies of the documents and for Bidder's reliance upon such derived information.
- C. When using PDF versions of the bidding documents, the Contractor shall prepare its Bid on a printed paper copy of the Bid Form from the PDF file; submit its bid together with all required submittals; and deliver the Bid in the manner described in the bidding documents. The printed copy of the Bid Form shall be clearly legible, printed on 8.5 inch by 11-inch paper and as closely identical in appearance to the PDF Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the Hard Copy of the Bid Form, providing that all required information and submittals are included with the bid.
- D. After a Contract is awarded, the Owner may provide or direct the Engineer to provide for the use of the Contractor such electronic/digital copies of the contract documents or other support documents in native file formats as may have been previously developed as part of the Project design process. Release of such information, if available, shall be deemed to be solely for the convenience of the Contractor. Unless the Contract Documents explicitly identify that such information shall be available to the successful Bidder, nothing herein shall create an obligation on the part of the Owner or Engineer to provide or create such information and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital data is appropriate and adequate for the Contractor's specific purposes. In no case shall the Contractor be entitled to extra compensation or adjustment in contract time due to claims arising from any differences between the Hard Copies of the Contract Documents and electronic/digital data.
- E. Release of all electronic/digital information requested by the Contractor shall be at the sole discretion of the Owner or Engineer and a separate charge will be made to the Contractor for creation or preparation of such information.
- F. Release of electronic/digital data shall be subject to the herein accompanying form, entitled "REQUEST TO PROJECT ENGINEER FOR ELECTRONIC/DIGITAL DATA AND CONDITIONS OF USE," together with such other limitations as the Owner or Engineer may deem appropriate for the Project. In the event of questions, conflicts, inconsistencies between any the electronic/digital data, the Hard Copies of the Contract Documents shall govern unless otherwise directed in writing by the Owner and Engineer.
- G. In the event that Owner elects to provide or directs the Engineer to provide to the Contractor any Contractor-requested electronic/digital data that is not explicitly identified in the Contract Documents as being available to the successful bidder, the Engineer shall be reimbursed by the Contractor on an hourly basis (at \$120 per hour) for all engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by the Engineer.

****END OF SECTION****

Items To Be Submitted With The Bid

**2019 RACC RTU Replacements
City Project No. 097
City of Redwood Falls, Minnesota**

BID FORM

ARTICLE 1. FOR CONSTRUCTION CONTRACTS

**2019 RACC RTU Replacements
City Project No. XX
City of Redwood Falls, Minnesota**

ARTICLE 2. BID RECIPIENT

2.01 This Bid is submitted to:

City of Redwood Falls
333 South Washington, P.O. Box 526
Redwood Falls, MN, 56283-0526

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3. BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 4. BIDDER'S REPRESENTATIONS

4.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.
- D. Bidder visited the Site and carefully studied all available: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site as containing reliable "technical data" if any.
- E. Bidder considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01. E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 5. BIDDER'S CERTIFICATION

5.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01. D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 6. BASIS OF BID

- 6.01 Bidder will complete the work in accordance with the Contract Documents at the prices shown in the attached Bidding Schedule.
- 6.02 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 7. TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 2 of the General Contract on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions as to liquidated damages as outlined in Article 4 of the General Contract.

ARTICLE 8. ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a certified check, bank money order, or a bid bond (on the form attached).

ARTICLE 9. DEFINED TERMS

- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and General Contract.

2019 RACC RTU Replacements
CITY OF REDWOOD FALLS
REDWOOD FALLS, MINNESOTA

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following price:
NOTE: BIDS shall include sales tax and all applicable taxes and fees.

ITEM DESCRIPTION	BID AMOUNT
RTU-2 & RTU-3 Replacement	
TOTAL AMOUNT BID	

Bid Submittal

9.02 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name:

By: _____
(Signature of general partner-- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of incorporation _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed) _____

Title: _____
(CORPORATE SEAL)

Attest: _____

Date of Qualification to do business in Minnesota is

____ / ____ / ____

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of first venture partner- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of second venture partner- attach evidence of authority to sign)

Name (typed or printed) _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No.: _____ Fax No.: _____

E-mail: _____

SUBMITTED on: _____ 20 _____

State Contractor License No.: _____ *[If applicable]*

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of _____ (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

- i. Is in compliance with workers' compensation and unemployment insurance requirements;
- ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
- iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.
- Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

BIDDERS

PLEASE NOTE

**2019 RACC RTU Replacements
City Project No. XX
City of Redwood Falls, Minnesota**

Certain specification sections that have been traditionally included in the proposals are now available over the internet. This in no way reduces your responsibility to strictly adhere to these specifications.

These segments are listed in the Notice to Bidders in this proposal.

Your signature is required on the Notice to Bidders as a bidder of this project.

Notice to Bidders

The following specifications are required by this contract and are available via the internet at the web sites listed below:

Equal Employment Opportunity (EEO) Special Provisions (revised 7/12)

38 pages

<http://www.dot.state.mn.us/pre-letting/prov/order/eo-specprov.pdf>

This contract requires strict adherence to the EEO Special Provisions. It is the contractor's responsibility to make himself/herself familiar with it.

As Bidder of this contract, I acknowledge that I (we) am (are) familiar with the above documents and that I (we) will adhere to the requirements of same for this contract.

Signed

Date

For: _____

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER:

SURETY:

OWNER:

BID

Bid Due Date: _____

Description: _____

BOND

Bond Number: _____

Date: _____

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE BIDDER.

The Bidder hereby certifies the he/she has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that he/she has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company: _____

By: _____

Title: _____

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are exempt from the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

*****END OF SECTION*****

Items to be Executed After Award of Contract

**2019 RACC RTU Replacements
City Project No. 097
City of Redwood Falls, Minnesota**

City of Redwood Falls, Minnesota

Notice of Award

Date: _____

Project: 2019 Redwood Area Community Center RTU Replacements

Owner: City of Redwood Falls

Owner's Contract No.:

Contract: Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for: 2019 Redwood Area Community Center RTU Replacements

The Contract Price of your Contract is _____ Dollars (\$ _____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

- I. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Contract (Article 7), and required certificates of insurance.
3. Other conditions precedent:

Notice of Award (Continued)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Redwood Falls

Owner

By:

Authorized Signature

Title

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by _____, 2016.

Signature

Title

Copy to Engineer

DOCUMENT 00511- INFORMATION REQUESTED FROM THE LOW BIDDER

(The Low Bidder May Be Requested to Provide This Information After the Bids Are Received but Prior To Issuing The Notice of Award)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

Contractor's telephone number: _____

Contractor's FAX number: _____

Contractor's E-mail address: _____

Contractor's license: Primary Classification __ _____

State License No. _____

Supplemental Classifications held, if any _____

Number of years as a Contractor in construction work of this type: _____

Names and titles of all officers of Contractor's firm: _____

LIST OF SUBCONTRACTORS

The low responsive, responsible Bidder is requested to list below the name and business address of each subcontractor who will perform work under this contract in excess of one-half of one percent of the Contractor's total bid price, and shall also list the portion of the work which will be done by such subcontractor.

	<u>Work to be Performed</u>	Percent of Contract	Subcontractor Name and Address
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low responsive, responsible Bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

	Equipment/Material	Manufacturer/Supplier	Catalog No.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

****END OF SECTION****

