


Memorandum

To: Jill Lofald
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: June 23, 2022

Re: BID #1306 Demolition - Central High School

The following bid was solicited in accordance with state statute and School Board Policy for the demolition of Central High School on the hill.

BID #1306 Demolition - Central High School:

Bids were solicited from seven (7) contractors for the demolition project. After review, I recommend that the School Board approve entering into an agreement with Veit & Company, Inc, based on their low responsible base bid of **\$810,130.00**, to include the additional add alternate if determined needed as described for **\$35,000.00**.

Base Bid - \$810,130.00

Add Alt #1 - \$35,000.00

Add Alt #2 - Declined

After review and if you concur, please approve and authorize Jill Lofald, Board Chair, to sign via DocuSign.



A LEGENCE Company

1331 Tyler Street NE, Suite 101

Minneapolis, MN 55413

www.ics-builds.com

(763) 354-2670

July 7, 2022

Mr. David Spooner
Independent School District No. 709
4316 Rice Lake Road
Duluth, MN 55811

Re: Duluth Central High School Demo
Duluth, MN

Dear Mr. Spooner:

ICS Consulting, LLC. has reviewed the bids that were received on Thursday, June 30, 2022, for the above-referenced project. Our recommendation for award is as follows:

Base Bid & Recommended Alternate:

- Work Scope 1 – Complete Demolition of Central High School – Veit & Company, Inc.: \$810,130.00
- Alternate 1 – Add for not allowing crushing of foundations that have asbestos containing waterproofing: \$35,000.00

Based on the recommendations above, we recommend that the District enter into a contract with the above mentioned for the total bid amount of Eight Hundred and Forty-five Thousand and One Hundred and Thirty Dollars and No/100 Cents (\$845,130.00).

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 218-820-7812 should you have any questions regarding our recommendation.

Regards,

Nathan Norton
Senior Project Manager

Enclosures



 **AIA[®] Document A132™ – 2019****Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the Seventh day of July in the year 2022

BETWEEN the Owner:

Duluth Public Schools, ISD #709
4316 Rice Lake Road
Duluth, MN 55802

and the Contractor:

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

for the following Project:

Bid #1306
Duluth Public Schools –Central High School Demo
730 E. Central Entrance
Duluth, MN 55811

The Construction Manager:

ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

The Architect:

DSGW Architects
2 West 1st, Suite 201
Duluth, MN 55802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
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4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS <i>(Paragraph deleted)</i>

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraph deleted)

[] The date of this Agreement.

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph deleted)

Owner requires work to be substantially complete by 5/19/2023 as set forth in § 3.3.2 of this Agreement

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates: Work shall be completed as follows:

1. Hazardous Abatement (By Others): 7/11/22 – 11/11/22

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- a. Phased starting at Boiler Plant and northern bump out near Portia Johnson Road.
- 2. Regulated Waste Removal: Start 9/12/22
- 3. Building Demolition and Site Repairs: Start 11/14/22
(Table deleted)
- a. Phased to start removal of northwestern utilities, Boiler Plant, and northern bump out near Portia Johnson Road; this will allow new roadway to be completed.
- 4. Building Demolition and Site Repairs: Finish 1/27/23
 - a. Final Site Restorations (Spring Work): 5/8/23 – 5/19/23

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1
(Paragraphs deleted)
Intentionally Omitted

§ 3.4.2
(Paragraphs deleted)
Intentionally Omitted

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor’s achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

Stipulated Sum, in accordance with Section 4.2 below
(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Eight Hundred Forty-Five Thousand, One Hundred Thirty Dollars (\$ 845,130.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates included in the Contract Sum:

Item	Price
Alternate 1: Add for not allowing crushing of foundations that have asbestos containing waterproofing	\$35,000.00

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
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(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the second following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty-five (35) days after the Construction Manager receives the Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019 and
- .4 Retainage withheld pursuant to Section 5.1.7.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

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retainage as set forth in AIA A232-2019.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

(Paragraphs deleted)

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0 % Zero

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner, or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor

(Paragraphs deleted)

within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Jill Lofald
Duluth Public Schools, ISD #709
4316 Rice Lake Road
Duluth, MN 55802

§ 8.3 The Contractor’s representative:

Peter Williams
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, Standard Form of Agreement Between Owner and Contractor, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraphs deleted)

§ 8.7 Intentionally omitted

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser

(Paragraphs deleted)

Edition, as amended for the Project

- .4 Intentionally omitted

- .5 Drawings
Number
Exhibit A

Title

Date

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.6	Specifications Section	Title	Date	Pages
	Exhibit B			
.7	Addenda, if any: Number	Date	Pages	
	001	6/17/22	12	
	002	6/27/2022	5	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

.9 Other documents, if any, listed below:

See attached Exhibit C

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Jill Lofald

(Printed name and title)

CONTRACTOR *(Signature)*

Peter Williams

(Printed name and title)



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Exhibit A

Printed on Wed Jul 6, 2022 at 10:20 am CDT

Job #: S20120C Duluth Central HS Demo
730 E Central Entrance
Duluth, Minnesota 55811

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
C001	GENERAL NOTES & DETAILS	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C002	DEMOLITION PLAN	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C003	GRADING PLAN & SWPPP	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C004	SWPPP NARRATIVE	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)



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Exhibit B

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Project Manual Cover Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 00 10	Project Title Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 00	Table of Contents	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 01	Registration Sheet	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 05	Certifications Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 15	Schedule of Drawings	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 11 13	Advertisement for Bids	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 20 00	Instructions to Bidders	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 41 13	Bid Form	1	06/17/22	06/17/22	Addendum 01
00 50 00	List of Contract Forms	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 71 00	Standard Forms	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 71 01	Supplementary Conditions	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 72 00	General Conditions	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 73 43	Prevailing Wage Rate Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 91 00	Addenda	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 - General Requirements					
01 11 00	Summary of Work	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 12 00	General Work Scope Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 13 00	List of Work Scopes	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 14 00	Work Scope 1 - Demolition	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 23 00	Alternates	0	06/17/22	06/17/22	Addendum 01
01 26 00	Contract Modification Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 29 00	Payment Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 30 00	Administrative Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 31 26	Electronic Communication Protocols	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 32 10	Project Schedule Requirements	2	06/27/22	06/27/22	Addendum 2
01 33 00	Submittal Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 52 00	Safety	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 60 00	Product Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 70 00	Execution Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 77 00	Closeout Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
02 - Existing Conditions					



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Printed on Wed Jul 6, 2022 at 10:21 am CDT

Job #: S20120C Duluth Central HS Demo
730 E Central Entrance
Duluth, Minnesota 55811

Number	Description	Revision	Issued Date	Received Date	Set
02 41 00	Demolition	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 - Earthwork					
31 22 00	Grading	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 23 16	Excavation	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 23 23	Fill	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022

EXHIBIT C

OTHER PROVISIONS TO STANDARD CONTRACTOR AGREEMENT ISD #709 Duluth Central High School Demolition Duluth, MN

- Notice to Proceed: This exhibit shall serve as your official “Notice to Proceed” document.
- Contract: Your Contract has been enclosed for review and execution. After signing, the contract will be forwarded directly to the Owner for execution. You will receive a fully executed copy electronically through DocuSign upon completion.
- Request for Payment: The completed schedule of values must be uploaded into Procore through the Invoicing module for approval and acceptance before any request for payment will be considered. Submit applications for payment through Procore to ICS for review and approval upon receipt of the Invite to Bill notification. All applications should be entered & attached by the 25th of the Month. No payment will be made until materials are delivered to the site and work at the site has commenced.
- Submission of Contractor’s Construction Schedule/Dates: All prime contractors are asked to submit (via Submittal Tool as a required contract document) a preliminary milestone schedule for their portions of the work to be reviewed and incorporated into the overall project schedule created by the Project Manager. Scheduling of the work will be coordinated with the Project Manager.
- Required Submittals (this includes all Shop Drawings, Product Data/Information, Samples, Reports/Inspections, Mix Designs, Certifications, Training Correspondence, etc. that are called out per spec section as well as all Required Contract & Close Out Documents such as Certificate of Insurance, P&P Bonds, Schedule of Values, Construction Schedule, W-9, List of Contractors, Safety Information, etc. O&M Manuals, As-Builts, Warranty, Training, etc.): The Construction Manager (ICS) will set up the submittal log and apply the submittal reviewers/workflows in Procore. **This needs to be done before ANY Submittals can be uploaded or processed.** Shop drawings and submittals shall be managed via the Construction Manager’s web-based project management software system, Procore, by the Prime Contractor. All submittals shall include an approval stamp from the Prime Contractor.

Within ten (10) working days after award of the Contract and prior to starting work on-site, this Contractor must submit to ICS via the Submittals tool within Procore:

- Insurance Certificates: **(Owner) and ICS shall be named as additional named insureds.** Certificate holders shall be as follows:

Duluth Public Schools – ISD 709 4316 Rice Lake Road Duluth, MN 55811	City of Duluth 411 West First Street Duluth, MN 55802	ICS 1331 Tyler St. N.E., Suite 101 Minneapolis, MN 55413
----------------------------------------------------------------------------	-------------------------------------------------------------	----------------------------------------------------------------
- Performance Bond and Payment Bond: Submit one copy of required performance and payment bonds via the Procore Submittals tool prior to initiating any work on site. Refer to the General Conditions for bond specifications and requirements.
- W-9 Form: Please submit a current W-9 form via the Submittals Tool within 10 days of receipt of Contract.
- Schedule of Values: Please submit a detailed breakdown of all material and labor including all requirements referenced in Section 9.2 of Spec Section 00 72 00 – General Conditions via the CSV Template sent to you through the Procore Submittal Tool within 10 days of receipt of your Contract. Once reviewed & approved, ICS will import this into the Invoice Tool.
- Safety Plan: Please submit a detailed Safety Plan, including your company COVID-19 Preparedness Plan, AWAIR and Right to Know documentation within 10 days of your receipt of Contract.
- List of Subcontractors: When requesting one of your subcontractors be entered into Procore for access to the Project, please include the following information: Company name, complete address, trade(s) of company, contact person(s) first and last name, job title and e-mail address. This will expedite the process as well as help with accuracy to alleviate duplications and/or information being updated.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools – ISD 709
4316 Rice Lake Rd
Duluth, MN 55811

BID FROM: Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by DSGW Architecture, 2 W 1st St. STE 201, Duluth, MN 55802 and dated June 1st, 2022 relating to the demolition of the ISD 709 Central High School, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents, hereby proposes and agrees to provide all labor, materials and equipment required to complete the demolition work in accordance with the Contract Documents for the following amount:

Base Bid:

1. Work Scope No. 1 Complete Demolition of Central High School

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Eight hundred ten thousand \$ 810,130.⁰⁰
one hundred thirty dollars

Alternates:

1. Alternate No. 1: Add for NOT allowing crushing of foundations that have asbestos containing waterproofing.

a. The Bidder agrees to perform all work in the above alternate for the Base Bid Sum of: thirty five thousand \$ 35,000.⁰⁰

2. Alternate No. 2: Add for coordinating with abatement contractor and exposing the foundation waterproofing for the abatement contractor to perform abatement.

a. The Bidder agrees to perform all work in the alternate for the Base Bid Sum of: fifteen thousand \$ 15,000

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria. However, please provide a completed Responsible Contractor Affidavit as found under 00 70 00 Stand Forms.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 14000 Veit Place

City: Rogers State: MN Zip: 55374

Phone Number: 763-428-2242 Fax Number: 763-428-1334

Email: shedtke@veitusa.com

Name (typed or printed): Steven J. Hedtke

Signature: 

Title: CFO

Date: 6/30/2022



END OF SECTION



ADDENDUM ONE (1)

Project: Duluth Public Schools ISD# 709 – Demolition Central High School

Date: June 17th, 2022

From: Nathan Norton | ICS Consulting, Inc.

To: All plan holders for above project.

The following addendum shall become part of the construction document for the construction of the above referenced project. This addendum supersedes and supplements all previous reference to similar items.

Enclosed:

1. Updated '00 41 13 – Bid Form'
 - a. Added the Alternate section to the bid form
2. Add missing Responsible Con form to section '00 71 00 – Standard Forms - Supplement Information'
3. Add '01 23 00 Alternates' Specification Section. Add text to '00 01 00 Table of Contents' for '01 23 00 Alternates'.
 - a. Added Alternate No. 1 for NOT allowing the crushing of the foundation that has asbestos containing waterproofing. This waterproofing and foundation are to be removed in larger chunks and properly disposed by this work scope.
 - b. Added Alternate No. 2 for coordinating with abatement contractor and exposing the foundation waterproofing. The waterproofing if not pliable will be abated, if waterproofing is abated the foundations can be demolished as demo contractor desires.
4. Update '01 32 10 – Project Schedule Requirements'
 - a. Modify schedule due to longer abatement duration. Changes major start date to a 11/14/22 start.

END OF ADDENDUM



ADDENDUM TWO (2)

Project: Duluth Public Schools ISD# 709 – Demolition Central High School

Date: June 27th, 2022

From: Nathan Norton | ICS Consulting, Inc.

To: All plan holders for above project.

The following addendum shall become part of the construction document for the construction of the above referenced project. This addendum supersedes and supplements all previous reference to similar items.

Enclosed:

1. Pre-Bid Sign in Sheet dated 6/23/2022.
2. Updated '01 32 10 Project Schedule Requirements'
3. Clarification on questions from prebid meeting:
 - a. Crushed concrete can be used within right-of-way and as common embankment as long as it meets Class 5 gradation standards.
 - b. The existing boilers and heating loops are still full of water and bidders are to drain.
 - c. The oil tank is still empty.
 - d. The existing transformers are still full of oil and are to be drained by bidder.

END OF ADDENDUM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Veit & Company, Inc.

14000 Veit Place
Rogers, MN 55374

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St, 17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

ISD #709 Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Central High School Demolition, Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of June 2022

(Witness)

(Witness)

Veit & Company, Inc.

(Principal)

(Seal)

(Title) Steven S. Heitke, CFO

Western Surety Company

(Surety)

(Seal)

(Title) Amy M. Burns, Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On the _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

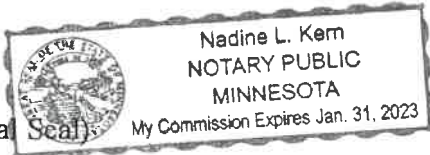
CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Hennepin) ss

On the 28th day of June, 2022, before me personally appeared Steven S. Hedtke to me known, who being by me duly sworn, did depose and say: that he resides in Maple Grove that he is the CFO - President of the

Veit & Company, Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



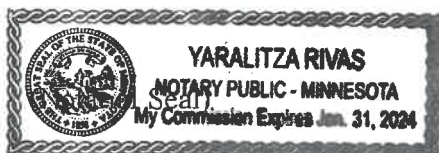
(Notarial Seal)

Notary Public, _____
County, Wright
My commission expires 1/31/2023

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota) ss

On the 27th day of June, 2022, before me appeared Amy M Burns to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, _____
County, Hennepin Yaralitz Rivas
My commission expires 01/31/2024

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaralitz Rivas, Rebecca Thornburg, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of June, 2022



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Minn. Stat. §16.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
 - a. is in compliance with workers' compensation and unemployment insurance requirements;
 - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
 - e.
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:
 - a. 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;
 - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - c. 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;
 - d. 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;
 - e. 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
 - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
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
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

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

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

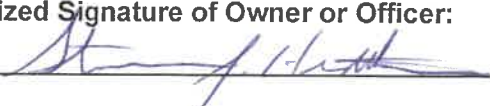
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

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

- 1) **My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
- 2) **I have included Attachment A-1 with my company's solicitation response, and**
- 3) **if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer: 	Printed Name: Steven J. Hedtke
Title: CFO	Date: 6/30/2022
Company Name: Veit & Company, Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Erosion Control Specialists	Esko, MN
J&J Contracting, LLC-MN	Shoreview, MN