


Memorandum

To: Cathy Erickson / CFO Executive Director of Business Services
School Board Members

From: Dave Spooner 

Date: April 2, 2019

Re: BID #1273 – Public School Stadium Track Reconstruction
School Board Approved LTFM FY-20 Project

The above bid was advertised according to statute and School Board Policy. Three (3) bids were received in response to the School District's notice for bids for the PSS Track Reconstruction Project. The attached Bid Tab and recommendation letter reflect the bids received related to the NCE scope of required work.

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with Northland Constructors of Duluth, Inc, as listed on the recommendation letter based on their low responsible base bid of \$868,600.00, plus if deemed necessary unit pricing for Common Excavation at \$15.00 per cubic yard, and Class 5 Aggregate at \$41.00 per cubic yard, as provided in response to BID #1273 - **Public School Stadium Track Reconstruction.**

Enclosures

March 21, 2019

David Spooner
Manager of Facilities
Duluth Public Schools
215 North 1st Ave. East
Duluth, MN 55802

RECEIVED
MAR 25 2019

I.S.D. #700
FACILITIES MGMT

Re: Recommendation of Award
Public School Stadium Track Reconstruction
Bid # 1273

Dear David:

I have reviewed the bids the school district received for the reconstruction of the Public School Stadium Track. The (3) signed bid amounts are shown below:

KTM Paving Inc. included a lump sum bid price of	\$1,134,000.00.
Northland Constructors of Duluth, Inc. included a lump sum bid price of	\$868,600.00.
Ulland Brothers, Inc. included a lump sum bid price of	\$883,900.00.
Engineer's Estimate	\$830,000.00.

Northland Constructors included all the necessary documentation including the bid bond, responsible contractor certificate, and non-collusion affidavit with their bids. I therefore am recommending, that the Duluth School District award the project to **Northland Constructors of Duluth, Inc.** in the amount of **\$868,600.00.**

Two unit prices were required as part of the bid. Northland Constructors Unit Prices are as follows:

Common Excavation (CV): \$15.00 per cubic yard
Class 5 Aggregate (CV): \$41.00 per cubic yard

These unit prices will only be used if it is determined necessary that in place aggregates need to be replaced with engineered aggregates.

If you have any questions please contact me at (218) 727-5995.

Sincerely,



David Bolf, P.E. - Partner
Northland Consulting Engineers LLP

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Duluth Public Schools – ISD 709 (“Owner”) and
Northland Constructors of Duluth, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Reconstruction of the running track bituminous and synthetic surfacing. This work includes the “D” areas of the track. Strip synthetic surfacing off of the long/triple jump and apply new synthetic surfacing. Pressure wash all concrete surfaces and curbs once exposed.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Public School Stadium Track Reconstruction.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Northland Consulting Engineers, LLP** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **August 17, 2019**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 17, 2019**.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: \$ **868,600.00**.

5.02 **Unit Price Add Alternate** – After the bituminous is removed the geotechnical engineer will test and determine if the underlying aggregate meets class 5 specifications. If the material does NOT

meet the Mn/DOT class 5 specification, the owner will direct contractor to excavate underlying 6" base material and supply, place, and compact 6" of class 5 aggregate base (CV).

Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

- A. Unit Price for Common Excavation (CV): \$15.00 per cubic yard (CY)
- B. Unit Price for Class 5 Aggregate (CV): \$41.00 per cubic yard (CY)

The estimated quantity for both items A and B is 1,155 cubic yards (CV). These items will be paid for at the unit price figures provided above. The items will be measured and tracked in the field during construction. A conversion factor of 1.3 will be used to convert from loose volume (LV) to compacted volume (CV).

5.03

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **30th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **100** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor 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 Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond

3. Payment bond
4. General Conditions
5. Supplementary Conditions
6. Specifications as listed in the table of contents of the Project Manual.
7. Two Sets of Drawings with each sheet bearing the following general title: **Public School Stadium Track Reconstruction.**

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

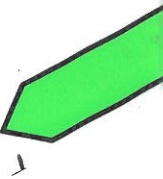
- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 4/1/19 (which is the Effective Date of the Contract).



OWNER:

CONTRACTOR:

Duluth Public School – ISD 709

Northland Constructors of Duluth, Inc.

By: _____

By: 

Craig Ploetz

Title: _____

Title: Vice President

Attest: _____

Attest: 

Title: _____

Title: Contract Specialist

Address for giving notices:

Address for giving notices:

4843 Rice Lake Road

Duluth, MN 55803
