

SECTION 00410

Quote Form

Project: Waterville Elementary/High School – 2020 Asbestos Removal

Bids are requested as follows:

Lump Sum Base Quote

For furnishing all labor, materials, equipment and services necessary for and incidental to the above-named project as described in the Contract Documents. The sum is based on performance with insurance coverage as specified in Section 00800 – Supplementary Conditions.

\$ 132,800.00

Unit Price(s) will be required for the following materials:

Unit Price #1: Glovebag Procedure per Procedure	\$ <u>98.00</u>
Unit Price #2: Friable Removal of Vinyl Floor Tile & Mastic per Square Foot	\$ <u>5.00</u>
Unit Price #3: Friable Removal of Carpet, Vinyl Floor Tile & Mastic per Square Foot	\$ <u>6.00</u>
Unit Price #4: Asbestos Supervisor (Foreman) per Hour	\$ <u>118.00</u>
Unit Price #5: Asbestos Worker per Hour	\$ <u>117.00</u>
Unit Price #6: Additional Mobilizations per Round Trip	\$ <u>600.00</u>

Addenda Received through Number: 0

- | | | | |
|--------------------------------------|----------|---------|-------------|
| 1. Bid Bond Enclosed: | <u>✓</u> | Amount: | \$ <u>✓</u> |
| 2. Construction Schedule Enclosed: | <u>✓</u> | | |
| 3. Responsible Contractor Documents: | | | |
| Attachment A | <u>✓</u> | | |
| Attachment A-1 | <u>✓</u> | | |
| Attachment A-2 | <u>✓</u> | | |

Authorization

The undersigned, having thoroughly examined the Contract Documents including all related Addenda and any other materials included in the Project Manual or incorporated by reference and having thoroughly and carefully examined the building and specific area(s) in which the Work is to be performed and having become familiar, by investigation, with conditions that may affect performance of the Work, does hereby authorize the submission of this Bid to perform the work in strict accordance with the Contract Documents:

Envirobate, Inc.
Contractor

3301 East 26th St.
Address

Minneapolis, MN 55406
City/State/Zip

Harley Foster
Name

Harley Foster
Signature

PM/Estimator
Position

04-02-20
Date

SECTION 00430

Construction Schedule

Project: Waterville Elementary/High School – 2020 Asbestos Removal

Area/Phase/Location: Phases 1-5

Contractor: Envirobate, Inc

Name: 3301 East 26th St.

Address: Minneapolis, MN 55406

City/State/Zip

Contract Start Date: 05-04-20

Contract Completion Date: 07-02-20

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 05-04 To:	3	From: 05-18 To:	5
Removal and Decontamination	From: ↓ To:	↓	From: ↓ To:	↓
Clearance Air Testing	From: ↓ To:	↓	From: ↓ To:	↓
Removal of Isolation	From: 05-13 To:	3	From: 05-29 To:	5

	Phase 3 Work Dates	# of Workers per Shift	Phase 4 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 06-01 To:	4	From: 06-09 To:	3
Removal and Decontamination	From: ↓ To:	↓	From: ↓ To:	↓
Clearance Air Testing	From: ↓ To:	↓	From: ↓ To:	↓
Removal of Isolation	From: 06-08 To:	4	From: 06-18 To:	3

	Phase 5 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 06-22 To:	4
Removal and Decontamination	From: ↓ To:	↓
Clearance Air Testing	From: ↓ To:	↓
Removal of Isolation	From: 07-02 To:	4

Comments:

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Waterville Elementary/High School 2020 Renovation Asbestos Removal

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.

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. §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

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: <i>Harley Foster</i>	Printed Name: <i>Harley Foster</i>
Title: <i>Pm/Estimator</i>	Date: <i>04-02-20</i>
Company Name: <i>Envirohute, Inc</i>	

ATTACHMENT A-1

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

Waterville Elementary/High School
2020 Renovation Asbestos Removal

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
Lloyds Disp.	Shelton, MA

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

**Waterville Elementary/High School
2020 Renovation Asbestos Removal**

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

Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer: <i>Harley Foster</i>	Printed Name: <i>-Harley Foster</i>
Title: <i>PM / Estimator</i>	Date: <i>04-08-20</i>
Company Name: <i>Envirobate, Inc</i>	



Document A310™ - 2010

Bond No. RB0081492

Bid Bond

CONTRACTOR:

(Name, legal status and address)

EnviroBate, Inc.
3301 East 26th Street
Minneapolis, MN 55406

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quallbrook Drive

Oklahoma City, OK 73134

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#2143-Waterville-Elyslan-Morrilstown

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

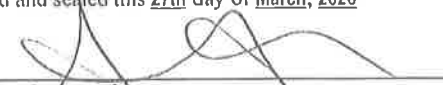
PROJECT: Waterville Elementary/High School - Asbestos abatement, Boiler Demo
(Name, location or address, and Project number, if any)

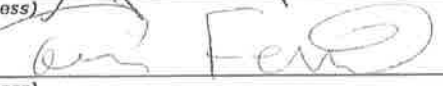
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 March, 2020



(Witness)


(Witness)

EnviroBate, Inc.
(Principal)

(Seal)

(Title)
Granite Re, Inc.
(Surety)

(Seal)

(Title) Troy Staples, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Int.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, In the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (Is) (are) described in and executed the foregoing Instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

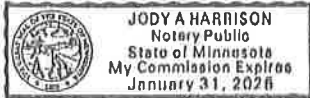
On this _____ day of _____, In the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing Instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Hennepin)

On this 30 day of March, In the year 2020, before me personally come(s) Robert King, to me known, who, being duly sworn, deposes and says that he/she is the President of the EnviroBelt, Inc the corporation described in and which executed the foregoing Instrument; that he/she knows the seal of the said corporation; the seal affixed to the said Instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



[Signature]
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 27th day of March, In the year 2020, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within Instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within Instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said Instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

