

ADVERTISEMENT FOR BIDS

CITY OF LAKEVILLE 2023 Water treatment Chemical Supply

NOTICE IS HEREBY GIVEN that sealed electronic bids will be received by the City of Lakeville at the office of the City Clerk until 10:30 a.m. CST, Friday June 9, 2023, at the Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, through the City of Lakeville's online electronic bid system (BidVAULT). At that time bids will be opened and posted publicly by representatives of the City of Lakeville. Bid results and tabulations may be viewed on the City of Lakeville's Public Dashboard at <https://mn-ci-lakeville.app.rtvision.com/oneoffice/>. Said proposals for the furnishing of all labor and materials for the construction, complete in-place, of the following approximate quantities:

45,000	LBS	Hydrofluorosilicic Acid (Fluoride)
60,000	LBS	Liquid Chlorine
160,000	LBS	Potassium Orthophosphate

The bids must be submitted on the Proposal Forms provided in accordance with the Contract Documents, Plans, and Specifications dated May 26, 2023, as prepared by the City of Lakeville, which are on file with the City Clerk of Lakeville.

The Plan Holder Data project files may be downloaded at <https://mn-ci-lakeville.app.rtvision.com/oneoffice/bidding> (Projects in Bidding). ONLY REGISTERED PLANHOLDERS WILL BE ALLOWED TO BID PROJECT. Bidders are responsible for all present and future downloads, including addendums and their attachments.

BIDS WILL ONLY BE ACCEPTED BY SUBMITTING AN ELECTRONIC BID USING BIDVAULT at <https://bidvault.mn.uccs.com> NO HARD COPY BIDS WILL BE ACCEPTED. Instructions on submitting a bid electronically can be found on the bidVAULT website. The cost to submit a bid is \$25 (plus online payment vendor convenience fee).

No bids will be considered unless accompanied by a certified check, or bid bond made payable to the City of Lakeville for five percent (5%) of the amount bid, to be forfeited as liquidated damages in the event that the bid be accepted and the bidder fail to enter promptly into a written contract and furnish the required bond.

The Owner reserves the right to reject any and all Bids, waive any informalities in bidding or to accept the Bid or Bids, which best serve the interests of the Owner.

No bids may be withdrawn for a period of sixty (60) days from the date of opening of bids. The City of Lakeville reserves the right to reject any or all bids.

CONTRACTOR ACKNOWLEDGEMENTS:

- (1) Any prime contractor or subcontractor that does not meet the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the Project or perform work on the Project.
- (2) Responsible contractors shall submit to the City a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minn. Stat. § 16C.285, subd. 3, at the time that it responds to this solicitation document.
- (3) A prime contractor shall submit to the City, upon request, copies of the signed verifications of compliance from all subcontractors.

(4) A false statement under oath verifying compliance with any of the minimum criteria shall make the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.

DATED: May 26, 2023

BY ORDER OF THE CITY COUNCIL

s/s Ann Orlofsky
City Clerk
Lakeville, MN

PUBLISHED IN THE:

Lakeville SUN Thisweek

May 26, 2023

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Contract Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bid may be obtained from the Engineer.
- 2.2 Complete sets of Contract Documents, including electronic/ digital versions thereof when available, must be used in preparing Bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 2.3 The Owner and the Engineer, in making copies of Contract Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.4 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 Contract Documents. The terms of use of such electronic/digital versions shall be as set forth in the Contract 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 Contract Documents to any other party.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 It is the responsibility of each Bidder before submitting a Bid to:
 - (a) Examine and carefully study the Contract Documents, including any Addenda and the other related data thoroughly.

- (b) Visit the sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work.
 - (c) Consider Federal, State, and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.
 - (d) Become aware of the general nature of the work to be performed by the Owner and others at the site that relates to the Work as indicated in the Contract Documents
 - (e) Study and carefully correlate the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, tests, studies and data with the Contract Documents
 - (f) Promptly notify the Engineer of all conflicts, errors, or discrepancies in the Contract Documents.
- 3.2 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to the Owner and the Engineer by owners of such underground facilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Conditions.
- 3.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- 3.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 3.5 On request in advance, the Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid.

Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- 3.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. SITE AND ADDITIONAL AREAS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda faxed, mailed or delivered to all parties recorded by the Engineer as having received the Contract Documents. Questions received less than two (2) days prior to the date of opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Contract Documents as deemed advisable by the Owner or Engineer. Such Addenda will be binding on all parties as part of the Contract Documents.

6. BID SECURITY

- 6.1 Each Bid must be accompanied by security made payable to the Owner in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a bond issued by a surety meeting the requirements of Section 217.2 of the General Conditions.
- 6.2 The Bid Security can be submitted electronically if you use Surety2000 or InSure Vision SurePath. If you do not use Surety 2000 or InSure Vision SurePath, your paper bid bond must be received in (or a copy emailed to) the City Engineer's office prior to the bid opening time and date. If emailed, it must be emailed to bidding@lakevillemn.gov and your original bid security (bid bond or certified check) with original signatures must be submitted to the City Engineer's office within five (5) days after bid opening.
- 6.3 The Bid security of the low Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the low Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, the Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited as liquidated damages. The Bid security of the three (3) lowest Bidders may be retained by the Owner for a period not to exceed ninety (90) days after the Bid opening. Bid security of other bidders will be returned within fourteen (14) days after the Bid opening.

The next lowest responsible Bid shall be considered the successful bid, and that Bidder, at the discretion of the Owner, shall be awarded the Contract.

7. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment (the Contract Time) are set forth in the General Requirements.

8. LIQUIDATED DAMAGES

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

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Contract Documents without consideration of possible substitute or "or-equal" item. Substitute or "or-equal" items of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submissions of any such application by the Contractor and considerations by the Engineer is set forth in the General Conditions.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

No Contractor shall be required to employ any Subcontractor, supplier, other person or organization against whom the Contractor has reasonable objection.

11. BID PROPOSAL AND BID PROPOSAL FORM

- 11.1 The total of all prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. If the bid form is separated into different sections and/or "add alternates", the Bidder must show a unit price for all bid items in all sections and "add alternates."
- 11.2 Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of 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. Discrepancies between words and figures will be resolved in favor of words.
- 11.3 All blanks on the Bid Proposal Form must be completed.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown.
- 11.5 The address, telephone number and fax number, if any, for communications regarding the Bid must be shown.

12. SUBMITTAL OF BIDS

- 12.1 Bids shall be submitted at the time and place indicated in the Advertisement to Bid.
- 12.2 Each Bid must be submitted electronically through BidVAULT. Hard copies of bids shall not be accepted.

12.3 If you are unfamiliar with electronic bidding or you have questions about the process, reference the City of Lakeville's website at <https://www.lakevillemn.gov/611/Bid-Requests>. There you will find information about setting up an online account, submitting a bid, and more.

12.4 Bidding documents that must be completed and submitted as part of the bid are: Non-Collusion Declaration and the Responsible Contractor Certificate. These documents must be completed electronically through BidVAULT in order to submit a bid.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn on BidVAULT at any time prior to the opening of Bids.

13.2 If, by the next working day at the same time of bid opening after Bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the 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, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13.3 Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.

14. OPENING OF BIDS

Bids will be opened and tabulated **in such place as designated at the time and the date set in the "Advertisement for Bids"**. **Bid results and tabulations may be viewed on the City of Lakeville's Public Dashboard at <https://mn-ci-lakeville.app.rtvision.com/oneoffice/>.** An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. SUPPLEMENTAL INFORMATION REQUEST

After the bids are open and prior to Notice of Award, in addition to information required by the supplementary conditions the Owner may request from any Bidder such information as Owner may deem necessary to evaluate the responsibility, qualifications and financial ability of the Bidder to perform the Work. Bidder shall, within seven days of receipt of request from Owner, provide the requested information in a form acceptable to Owner.

17. AWARD OF CONTRACT

17.1 The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in 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.

17.2 In evaluating Bids, the Owner will consider the qualifications of the Bidders, 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.

17.3 The Owner may consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, suppliers, and other persons and organizations must be submitted as provided in the General Conditions. The Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of

major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

- 17.4 The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.
- 17.5 If the Contract is to be awarded, it will be awarded to the lowest base total bid of qualified, responsible, and responsive Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the project.
- 17.6 If the contract is to be awarded, the Owner will give the successful Bidder a Notice of Award within one hundred five (105) days after the day of the Bid opening.
- 17.7 The Owner reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the Owner or its agents, officials, employees or consultants.
- 17.8 The Lakeville City Council will consider award of bids for this project at their regular meeting as specified in the contract documents or as soon thereafter as possible.

18. CONTRACT SECURITY

The General Conditions and the Special Conditions set forth the Owner's requirements as to performance and payment bonds. When the successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment bonds.

19. SIGNING OF AGREEMENT

The Owner within 10 days of receipt of an acceptable affidavit, performance bond, payment bond, Agreement signed by the party to whom the Agreement was awarded, and Council approval to award the contract, shall sign the Agreement and return to such party an executed triplicate of the Agreement. Should the Owner not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

A notice to proceed shall be issued within 10 days of the execution of the Agreement by the Owner and completion of a pre-construction meeting. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the notice to proceed has not been issued within the 10 day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.