



Call for Bids for: City of Waconia dba Safari Island Community Center

Project: Mechanical Equipment Upgrades for Lap and Recreational Pools

Project Location: Safari Island Community Center 1600 Community Drive, Waconia, MN 55387

Project Schedule:

Lap Pool:

Project Start Date: July 10, 2023

Substantial Completion Date: July 28, 2023

Recreational Pool:

Project Start Date: July 31, 2023

Substantial Completion Date: August 21, 2023

Project Specifications: Specifications for the Project are included below under the heading “Description of Work and Materials.” The location of the Project may be examined by contacting Dan Montague, Safari Island Community Center, 1600 Community Drive, Waconia, MN 55387; Phone (952) 442-0695; Email: dmontague@waconia.org.

Call for Bids: Notice is hereby given that City of Waconia, Minnesota, d/b/a Safari Island Community Center (the “City”) will receive sealed bids for mechanical equipment upgrades to the filtration and water disinfection equipment serving the lap and recreational pools at the Safari Island Community Center (the “Project”). The City reserves the right to reject any or all bids. The City further reserves the right to hold all bids for a period of 60 days.

Bid Deadline: Sealed bids must be submitted in person by 2:00 p.m. on December 12, 2022, at City Hall, 201 S. Vine St., Waconia, MN 55387. Late bids will not be accepted.

Bid Bond/Contractor Verification: Bids shall be accompanied by a bid bond payable without conditions to the City of Waconia, Minnesota, in an amount not less than 5% of the total amount of the bid. Bids shall also be accompanied by a signed verification signed by the bidder, under oath, confirming compliance with the minimum requirements of Minnesota Statutes, section 16C.285, subdivision 3.

Bid Opening: Bids will be opened in the presence of the City Administrator, Finance Director, and Safari Island General Manager promptly after the bid submittal deadline. Bid withdrawals or modifications must be submitted in writing and in person at City Hall, 201 S. Vine St., Waconia, MN 55387 prior to the bid submittal deadline.

Bid Evaluations:

In evaluating the bids, the City will consider the qualifications of the bidders and whether or not the bids comply with the prescribed requirements. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the bidders, and other persons and organizations to do the work.

The City intends to accept the bid of, and award a contract to, the responsible bidder submitting the lowest bid, provided the bid has been submitted substantially in accordance with the Bid Specifications/Instructions, the bidder is a responsible contractor pursuant to Minnesota Statutes Section 16C.285, the amount of the bid does not exceed the funds available for the work, and the bidder is capable of undertaking the work in an acceptable manner, in the sole discretion of the City.

The successful bidder must be a “responsible contractor.” The term “responsible contractor” means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements 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. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the Project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the Project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform Project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor. The form of such verification is attached for reference.

The successful bidder will be notified of the award of a contract in writing. By submitting a bid, each bidder agrees to be bound by the General Terms and Conditions attached to this call for bids. The successful bidder must return the executed contract with performance and payment bonds in the total amount of the bid from a surety duly licensed and authorized to issue bonds in Minnesota up to the coverage limits required

and a certificate of insurance meeting the minimum requirements of the contract within 14 days after a bid is accepted.

Description of Work and Materials

Scope: This Project includes demolition and disposal of existing equipment and installing of: i) new pool filtration equipment for both pools; ii) installation of pool water disinfection equipment for both pools; and iii) installation of a surge tank for the lap pool. All equipment shall be supplied by the bidder awarded the contract (referred to below as “Contractor”). Lap Pool operating flow is 765 gpm and Recreational Pool operating flow is 472 gpm. Specifically, the Project includes the following:

- 1) Remove and dispose of all existing pool equipment (filter/pump/piping etc.) that is being replaced with new equipment.
- 2) Install new equipment including all ancillary items (pipe, valves, fittings, hangers, filter media etc.) needed for a fully functioning and Minnesota Department of Health (“MDH”) Code Compliant system upon completion.
- 3) Reinstall/reuse existing AccuTab’s and Acid Rite Feeders.
- 4) All piping for this Project shall be Schedule 40 PVC, certified for potable water service by NSF and manufactured per ASTM D 2466, except that the contractor shall use Schedule 80 PVC for any equipment requiring Schedule 80 PVC at the supply and discharge points.
- 5) All valves shall be thermoplastic butterfly valves. All valves 6” and smaller shall be lever operated. All valves 8” and larger shall be gear operated.
- 6) Reconnect piping to existing heat exchanger piping.
- 7) Contractor is required to submit all needed documents and fees to the Minnesota Department of Health (“MDH”) and obtain a permit prior to beginning work on this Project. Contractor is required to schedule final Project inspection with MDH and have staff on-site during this inspection.
- 8) Contractor is required to start-up all new equipment and ensure it is operating correctly before Project completion.
- 9) Contractor is required to thoroughly train on-site staff on the operation of the new equipment.

10) Contractor is required to supply two (2) copies of an operation and maintenance manual for all new equipment installed. One copy is to be paper, bound in a 3-ring binder, and the other (1) copy is to be electronic.

11) Contractor shall provide a one (1) year warranty on all work, materials, and equipment that commences on the date of Project completion or a successful MDH final inspection, whichever is later, and requires the Contractor to correct, at its expense, any defects in material, equipment, or workmanship using new material/equipment. All additional equipment warranties provided by equipment manufacturers must be included in the operation and maintenance manual.

12) All work must be in strict accordance with local, state, and federal codes and requirements.

Contractor-Supplied Materials List:

Lap Pool

1 Lap Pool Surge Tank

1 Neptune-Benson Regen Media Filter Model SP33-48-732. Filter rated to 801 gpm.

1 Neptune-Benson Hair and Lint Strainer with Spare Stainless Steel Basket

1 Low Pressure ChlorKing Sentry Model UV Light System

1 20 HP VFD and flowmeter to communicate with new filter system.

1 20 HP Premium Efficiency Pool Pump

1 BECS 3 Chemical Controller

Rec Pool:

1 Neptune-Benson Regen Media Filter Model SP27-48-487

1 Neptune-Benson Hair and Lint Strainer with Spare Stainless Steel Basket

1 Low Pressure ChlorKing Sentry Model UV Light System

1 15 HP VFD and flowmeter to communicate with new filter system.

1 15 HP Premium Efficiency Pool Pump

Both Pools:

Other equipment, parts, and materials as needed to connect the new equipment to the facility, including intake and outlet pipes, adhesives, fasteners, and other consumable items necessary to complete the installation of the equipment.

Substitutions:

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, will be compatible with any existing City equipment which is not being replaced, and be acceptable to the using department. In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity bidder proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Waconia. If a Bidder does not indicate that the commodity, part, or piece of equipment he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

Project Notes/Exclusions:

The City is responsible for any building or electrical permits.

The City is responsible for any/all electric required for the new equipment. Contractor will work with owner to coordinate electrical needs with owner’s electrician.

The City is responsible for making sure old chemical room is heated to ensure equipment doesn’t freeze in the cold weather.

The Project agreement must include the General Terms and Conditions attached to this document.

By the order of the City Council of the City of Waconia, Minnesota

Published in _____ on _____, 2022

Clerk

General Terms and Conditions

The City of Waconia (the "City") requires the following provisions in its contract with the successful bidder (the "Contractor"). Additional provisions may be required by the City.

1. Independent Contractor. The City has retained the Contractor as an independent contractor upon the terms and conditions set forth in this agreement. The Contractor is an independent contractor and not an employee of the City. The Contractor is free to contract with other entities as provided herein. The Contractor is responsible for obtaining and furnishing the equipment, materials, and labor necessary for the Contractor's performance under this agreement. The City and the Contractor agree that the Contractor shall not at any time or in any manner represent that the Contractor is in any manner an agent or employee of the City. The Contractor shall be exclusively responsible under this agreement for the Contractor's own FICA payments, workers' compensation insurance, unemployment compensation insurance, withholding amounts, and self-employment taxes.

2. Contractor's Performance of Work; Non-Discrimination. The Contractor agrees to perform and provide the equipment, materials, labor, and services as described in the bid specifications and instructions. The Contractor shall, in the performance of the work under this agreement, conform to all applicable federal, state, and local laws, codes, ordinances, and regulations including non-discrimination and equal opportunity requirements of state, federal, and local law. Contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) above, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this agreement may be canceled or terminated by the City or any other person authorized to grant the contracts for employment, and all money due, or to become due under the agreement, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

3. Termination. The City may cancel this agreement for any reason, without cause, upon thirty (30) days' written notice. Either party may terminate this agreement by thirty (30) days' written notice delivered to the other party if either party fails to fulfill its obligations under the contract in a proper and timely manner or otherwise violates the terms of the agreement. After termination, the City shall have no further obligation to the Contractor except to compensate the Contractor for the equipment and materials provided and services performed prior to the date of the notice of termination.

4. Subcontractors. The Contractor shall not enter into subcontracts for services provided under this agreement without the express written consent of the City. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's

undisputed, completed work within ten (10) days after the Contractor has received payment from the City.

5. **Assignment.** Neither party shall assign this agreement, or any interest arising herein, without the written consent of the other party.

6. **Indemnification.** The Contractor agrees to defend, indemnify and hold the City, its officials, employees, agents and contractors harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its employees, subcontractors, agents, or assigns in the performance of the work provided by this agreement and against all losses by reason of the failure of the Contractor fully to perform, in any respect, the Contractor's obligations under this agreement.

7. **Insurance.**

General Liability Insurance. The Contractor shall maintain general liability insurance with bodily injury and property damage coverage with coverage of at least \$2,000,000 per occurrence/aggregate to protect the Contractor and the City from claims and liability for injury or damages to persons or property for all work performed by the Contractor under this agreement. The Contractor shall name the City as an additional insured under the Contractor's policy. Prior to performing any services under this agreement, the Contractor shall provide evidence to the City that acceptable insurance coverage is in effect.

Workers' Compensation Insurance. The Contractor shall have workers' compensation insurance coverage that meets the requirements of Minnesota law (if required by statute).

Commercial Automobile Liability Insurance. The Contractor shall have insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per occurrence and the City shall be named an "additional insured".

Builder's Risk Insurance. The Contractor shall maintain builder's risk insurance. Coverage will be written on an "All Risks" (Special Form policy form). The Contractor is responsible for the entire deductible in the builder's risk policy. The property covered shall cover the full insurable value of the improvements, betterments, and include consequential loss insurance. The City shall be named as a loss payee to protect the City's interests with respect to the repair or replacement of any damaged property or other amounts payable under the policy. The builder's risk insurance policy shall be written specifically for the Project and the City requires a complete copy of the policy. An Installation Floater policy (equipment) may be required as part of the Builder's risk policy when equipment is being installed by a contractor.

8. **Records Access.** Subject to the requirements of Minnesota Statutes § 16C.05, subd. 5, the City, the State Auditor, or any of their authorized representatives which may include other independent financial analysts at any time during normal business hours, and as often as they

may reasonably deem necessary, shall have access to and the right to request submission of documentation, examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this agreement. Contractor shall maintain these materials and allow access during the period of this agreement and for six (6) years after its expiration, cancellation or termination.

9. Data Privacy. The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Contractor and any of the Contractor's sub-contractors shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Contractor must immediately report to the City any requests from third parties for information relating to this agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. Data submitted by a business to a government entity in response to a call for bids as defined in Minnesota Statutes, Section 13.591 and Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For the purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses. After a government entity has completed the selection process, all remaining data submitted by all bidders are public except for "trade secret data" as defined and classified in Section 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid. Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

10. Accounting Standards. The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this agreement.

11. Retention of Records. The Contractor shall retain all records pertinent to expenditures incurred under this agreement in a legible form for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this agreement shall be retained for six years after final disposition of such property.

12. Inspection of Records. Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Contractor with respect to the matters covered by this agreement shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business

hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

13. **Governing Law.** The laws of the State of Minnesota shall control this agreement. Contractor and City agree that the venue for any legal action arising under this agreement will be Carver County, Minnesota.

14. **Entire Agreement; Amendments.** This agreement constitutes the entire agreement between the parties, and no other agreement prior to or contemporaneous with this agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this agreement is not effective unless it is in writing and executed by both parties.

15. **No Waiver by the City.** By entering into this agreement, the City does not waive its entitlement to any immunities under statute or common law.

16. **City's Rights.** The City reserves the right to reject any or all bids or parts of bids, to accept part or all of bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the call for bids, or the respondent's reply based on the component prices submitted.

17. **Retainage.** The City may reserve as retainage either an amount from each progress payment or an amount based upon the amount of the agreement equal to or less than five percent (5%) of the progress payment or amount of the agreement. The City will reduce any retainage it reserves in compliance with Minn. Stat. 15.72. The City may also reduce the amount of the retainage if in the opinion of the City: (a) the Contractor has not defaulted in any material way in undertaking the Scope of Work under the agreement; and (b) the Contractor has complied with applicable Minnesota Statutes with respect to this and previous contracts awarded to the Contractor.

18. **Miscellaneous Provisions.** This agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Contractor. If any provision of this agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this agreement shall be construed and enforced as if such invalid or unenforceable provision had not been included. Neither the City nor the Contractor is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other. This agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this agreement. Failure to enforce any provision of this agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this agreement at any time. This agreement may only be modified or changed by written amendment signed by authorized representatives of the City and the Contractor. This agreement and the attachments/exhibits thereto, constitute the entire and exclusive agreement of the parties.

BID FORM

PROPOSAL PRICE: Proposer proposes to complete the Work in accordance with the Proposal documents for the following sum:

(Words) _____

(Figures) _____

ALTERNATES: There are no alternates in this proposal.

PROPOSAL SUBMITTAL:

Firm Name _____

By (Signature) _____

By (Printed) _____

Title _____

Address _____

City State & Zip _____

Telephone _____ Fax _____

Email _____

Tax I.D. No. _____ State Tax I.D. No. _____

Date _____

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minnesota Statutes, Section [16C.285](#), subdivision 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 minimum criteria set forth below. Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

1. The Contractor:

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

2. The contractor or related entity is in compliance with and, during the three-year period before submitting 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, section 3141 to 3148](#). For purposes of this clause, a violation occurs when a contractor or related entity:

- i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
- ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section [177.27](#);
- v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

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

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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; and*
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 that have authority to debar a contractor.

*Any violations, suspensions, revocations, or sanctions, as defined in clauses 2 to 5 occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Certification

By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:

1. Contractor is in compliance with Minnesota Statutes, Section [16C.285](#),
2. I have included Attachment A-1, and

Contractor Company Name

Date

Authorized Signature of Owner or Officer

Printed Name

Title

