

December 4, 2024

PROJECT MANUAL
for the work at:

GFCI outlet replacement in the laundry room

Several Public Housing sites
in
Dakota County

For the:

Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123

Project No.
CF06-1329

Contact:
Vince Markell
Dakota County CDA
Office: (651) 675-4482
vmarkell@dakotacda.org

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Dakota County
Community Development
Agency

12/9/2024

3. REQUEST FOR BIDS (RFB)

GFCI outlet replacement at:
Several Public Housing sites
Dakota County, MN

Qualified contractors are invited to submit a **bid** for the above noted public housing unit. Bids will be received for a single contract for the complete work.

On site review:	by contractor. Arrangements can be made to review a vacant unit.
Bids due:	January 10, 2025
Current tenant status:	occupied
Project start date:	ASAP
Project completion:	March 7, 2025
Project description:	electrical outlet replacement (see project manual)

This is an informal bid process. Bids can be e-mailed. For uniformity, please submit your price on the **Bid Form** included in this Project Manual. All bids must be signed.

Bonding Requirements

There are no bonding requirement for bids under \$100,000.00

Project requirements:

The Contractor and all subcontractors must submit signed MN IC-134 withholding forms at completion of the project as a condition of final payment.

The Contractor and all subcontractors are required to submit evidence of insurance \$1,500,000.00 in personal & advertising injury, \$1,500,000.00 commercial general liability per occurrence (\$2,000,000.00 general aggregate), and 1,500,000.00 in automobile liability combined single limit, and the name the Dakota County Community Development Agency (and also any funding agencies named by the CDA) as co-insured.

The CDA is exempt from the local .25% transit tax and there is no exemption certificate. The CDA pays the MN state tax of 6.875% but will seek sales tax rebates after the project is complete. The contractor shall provide the CDA with all records and documentation to claim this refund.

This is a **Davis-Bacon prevailing wage project**. Prevailing wages can be accessed on-line at: www.SAM.gov

It should be noted that the principal contractor is responsible for full compliance of all the workers on-site (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. **Certified weekly payroll will be required to be submitted to CDA offices every week and includes paying construction labor on a weekly basis (a Davis-Bacon requirement)**. Contractors or subcontractors that violate the labor standards provisions may face administrative sanction by HUD and/or DOL and may be subject to civil or criminal prosecution.

(page two RFB continued)

New. If awarded the contract for the work, then your company must register your company on www.SAM.gov. See the area on the webpage "Register Your Entity or Get a Unique Entity ID".

Section 3 requirements also apply to public housing contracts and to this contract.

Contractor requirements:

The Contractor must be able to demonstrate that both the Contractor and its project superintendent have at least five years of experience constructing projects of the size and type of this one or larger. A list of at least five references and a minimum of five similar projects must be submitted to the CDA upon request.

The Contractor must have full knowledge of the services to be provided (as determined by the CDA). The Contractor must have a satisfactory credit standing, must have no delinquent tax liability, and must have the financial capability to perform under a contract for this project including the purchase of materials for the project. The Contractor must provide financial statements and credit references upon request.

The Contractor must not be in default on any contracts, must be in compliance with all tax laws of the State of Minnesota, must not be debarred by any institution or government agency as a result of performance of past contracts and must not be in violations of any provisions of contracts with the CDA.

The Contractor must not have been convicted for any criminal offense related to obtaining or attempting to obtain any public or private contract, or subcontract. The Contractor must not have been convicted, under any jurisdiction of law, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense that, in the opinion of the CDA, is related to business integrity, honesty or performance under contract.

The Contractor must, if so requested by the CDA, submit evidence of ability to obtain the required insurance, must submit references and evidence of compliance with the above requirements within (72) hours of the request.

The Contractor agrees to provide any information requested by the CDA both before and during performance under a contract that the CDA feels is required to verify the Contractor's compliance with the conditions of the bid, the requirements of the Project Manual or the conditions of the Contract.

The low bid contractor must execute a Dakota County CDA contract or a standard AIA contract between owner and contractor. The choice of the contract will be at the choice of the owner.

The public housing sites to be a tobacco free work zone.

The Dakota County Community Development Agency:

The CDA reserves the right to reject any/all price proposals received, and to waive any informalities and irregularities in this price proposal request. The CDA reserves the right to reject any contractor that, in the opinion of the CDA, does not meet the listed requirements or is not a responsible contractor or does not otherwise have the capability to perform under a contract.

Information supplied to the CDA is subject to the Minnesota Data Privacy Act (MN stat 13.01 et seq) and shall become public unless it falls within one of the exemptions of the act and is identified as such by the Contractor. The CDA assumes no responsibility to defend any action by a third party seeking to access material deemed to not be public information. The CDA will release any information to comply with a court order. The CDA assumes no responsibility for any damages claimed by a Contractor as a result of release of information provided by the Contractor to the CDA.

Sub-contractors to have contracts with the contractor with the same requirements that the contractor is obligated to.

(page three RFB continued)

Payment requests (billings):

The CDA processes payment requests within (35) days upon receipt. The CDA will process up to up to (1) payment requests per month. Payment requests must have all properly completed paperwork to be processed. See **Required Submittals Checklist** for the paperwork requirements. The payments to be sent out via USPS and cannot be picked up.

Change orders:

All change order requests must have the signed (signed by both the contractor and CDA representative) change order paperwork prior to work taking place. Requests for change orders will not allowed without the proper paperwork.

Respectfully,

Vince Markell

Facilities Contract Manager

office: 651-675-4482

e-mail: vmarkell@dakotacda.org

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

EMPLOYEE RIGHTS

UNDER THE NATIONAL LABOR RELATIONS ACT

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity. Employees covered by the NLRA are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

Under the NLRA, you have the right to:

- Organize a union to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- Form, join or assist a union.
- Bargain collectively through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- Discuss your terms and conditions of employment or union organizing with your co-workers or a union.
- Take action with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- Strike and picket, depending on the purpose or means of the strike or the picketing.
- Choose not to do any of these activities, including joining or remaining a member of a union.

Under the NLRA, It is illegal for your employer to:

- Prohibit you from soliciting for a union during non-work time, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- Question you about your union support or activities in a manner that discourages you from engaging in that activity.
- Fire, demote, or transfer you, or reduce your hours or change your shift, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- Threaten to close your workplace if workers choose a union to represent them.
- Promise or grant promotions, pay raises, or other benefits to discourage or encourage union support.
- Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace except under special circumstances.
- Spy on or videotape peaceful union activities and gatherings or pretend to do so.

Under the NLRA, It is illegal for a union or for the union that represents you in bargaining with your employer to:

- Threaten you that you will lose your job unless you support the union.
- Refuse to process a grievance because you have criticized union officials or because you are not a member of the union.
- Use or maintain discriminatory standards or procedures in making job referrals from a hiring hall.
- Cause or attempt to cause an employer to discriminate against you because of your union-related activity.
- Take other adverse action against you based on whether you have joined or support the union.

If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.

Illegal conduct will not be permitted. If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violation. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's website: www.nlrb.gov.

Click on the NLRB's page titled "About Us," which contains a link, "Locating Our Offices." You can also contact the NLRB by calling toll-free: 1-866-667-NLRB (6572) or (TTY) 1-866-315-NLRB (6572) for hearing impaired.

The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employees of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).

This is an official Government Notice
and must not be defaced by anyone.



U.S. Department of Labor

Davis-Bacon Wage Determinations

Please re-check the web site during the proposal process for the latest wage determination.

The wage determinations and updates can be accessed on-line at:

<https://sam.gov>

or more specifically at (after selecting, "Minnesota", "Dakota County", and "residential construction").

The current wage determinations are:

General decision number: MN20240020 09/20/2024
Modification: 6
Date of applicable wage decision: 09/20/2024

or contact me if you want an updated printed copy of the wage determination. You will be required to abide by the above dated determination and modified dates.

In brief, electrician rates are:

Rate + Fringe
\$49.33 + \$32.92 = \$82.25/per hour (base + fringe)

Tips on the web site—

Double click on: **Selecting DBA WDs**

The next screen, select:

State: **Minnesota**
County: **Dakota**
Construction type: **residential**

Then press **select**.

Scan through the different construction job definitions for the wage determination.

Some of the abbreviations:

DBA is **Davis Bacon Act**
WDs are **wage determinations**

GFCI outlet replacement Several sites in Dakota County

6-Spec (12-3-2024)

All the labor, material, equipment, permit, taxes, and incidental services to completely remove and replace the following per the attached project manual. Contractors are responsible for closing out permits.

All the "X" items to be replaced or to be provided; all the quantities of products shall be replaced or provided for, unless limited by description below, or limited by the room finish schedule.

Key: "X" notes that work is the the base; blank means no work in base
 "A " see alternates
 "A1" see numbered alternates (if marked as such)

Notes:

1. Verify quantities and and dimensions on site.
2. Products specified below or "approved equals" to be used on this project. Materials cannot be substituted without previous written CDA approval. The process for product approval—the contractor shall provide product information at least (4) days prior to pricing/bid deadline. The CDA staff will decide if the request is an "approved equal" to the product specified.
3. The use of unapproved products shall be subject to removal and replacement by the contractor at their expense.
4. Sizes of windows, doors, and to be the same size as the existing products, unless otherwise directed by the CDA.
5. Install products per code, and per manufacturer's recommendations. The notes in the project manual may exceed code, and manufacturer's requirements. All requirements must be met: project manual, code, and manufacturer's.
6. Sawing/cutting may be done before finished floors are in place, but cannot be done after finished floors are in-place (in unoccupied residences).
7. Power tools used on public housing sites to be used per manufacturer's recommendations. Guards and safety protections shall not be removed or modified.
8. Parking, driving, and moving equipment across the site may damage the grass and other site improvements. Contractor to restore damages at their expense.
9. Recent changes in this section are shown in *bold italics*.

2	Existing Conditions	
X	Pre-plan your work	Reduce the trips into the occupied residence. If working on top or next to a washer or dryer, then place a drop cloth or cover over the appliances prior to starting the work. Plan to remove all work debris.
X	Clean shoes	Clean shoes reduces stress on the resident.
25	Electrical	
X	replace outlet & cover	Replace the outlet in the laundry room (<i>near the washer & dryer</i>) with new GFCI outlet and cover.
X	replace outlet & cover	Replace the outlet in the laundry room (<i>near the power water heater</i>) with new GFCI outlet and cover.
X	outlet, switch, & covers	Provide new outlets per code; GFCI per code. White color. Leviton, Pass & Semour or approved equal devices only.
X	remove work debris	Remove the debris of the work from the residence. Remove the outlet packaging, the old outlet, and any wire cut and other work debris.

List of Sites

	12/5/24	
	APPLE VALLEY	
#	Address	CDA nickname
1	14321 Hayes Road	143rd & Hayes
2	14325 Hayes Road	
3	8272 - 143rd Street	
4	8276 - 143rd Street	
5	7630 - 142nd Street	McKay Manor
6	7632 - 142nd Street	
7	7634 - 142nd Street	
8	7636 - 142nd Street	
9	7638 - 142nd Street	
10	7640 - 142nd Street	
11	7642 - 142nd Street	
12	7644 - 142nd Street	
13	7646 - 142nd Street	
14	7648 - 142nd Street	
15	7650 - 142nd Street	
16	7652 - 142nd Street	
17	7654 - 142nd Street	
18	7656 - 142nd Street	
19	7658 - 142nd Street	
20	7660 - 142nd Street	
21	14631 Glazier Avenue	Glazier Townhomes
22	14633 Glazier Avenue	
23	14635 Glazier Avenue	
24	14637 Glazier Avenue	
25	14639 Glazier Avenue	
26	14641 Glazier Avenue	
27	14643 Glazier Avenue	
28	14645 Glazier Avenue	
29	14647 Glazier Avenue	
30	14649 Glazier Avenue	
31	14651 Glazier Avenue	
32	14653 Glazier Avenue	
33	14655 Glazier Avenue	
34	14657 Glazier Avenue	
35	14659 Glazier Avenue	
	Total Units = 35	

List of Sites

	12/5/24					
	BURNSVILLE					
#	Address	CDA nickname				
1	2231 Old County Road 34	Old Cty Rd 34				
2	2233 Old County Road 34					
3	2235 Old County Road 34					
4	2237 Old County Road 34					
5	2300 Terrace Drive	Oliver-Terrace				
6	2302 Terrace Drive					
7	2304 Terrace Drive					
8	2306 Terrace Drive					
9	2308 Terrace Drive					
10	2310 Terrace Drive					
11	12908 Oliver Ave					
12	12910 Oliver Ave					
13	12912 Oliver Ave					
14	12914 Oliver Ave					
15	12916 Oliver Ave					
16	12918 Oliver Ave					
17	12920 Oliver Ave					
18	12922 Oliver Ave					
19	12924 Oliver Ave					
20	12926 Oliver Ave					

List of Sites

21	13801 Portland Ave	Portland North				
22	13803 Portland Ave					
23	13805 Portland Ave	completed				
24	13807 Portland Ave					
25	13809 Portland Ave					
26	13811 Portland Ave					
27	13813 Portland Ave					
28	13815 Portland Ave					
29	13817 Portland Ave					
30	13819 Portland Ave					
31	13821 Portland Ave					
32	13823 Portland Ave					
33	13825 Portland Ave					
34	13827 Portland Ave					
35	13829 Portland Ave					
36	13831 Portland Ave					
37	14151 Portland Ave	Portland South				
38	14153 Portland Ave					
39	14155 Portland Ave					
40	14157 Portland Ave					
41	14159 Portland Ave					
42	14161 Portland Ave					
43	14163 Portland Ave					
44	14165 Portland Ave					
45	14167 Portland Ave					

List of Sites

46	14169 Portland Ave	Portland South				
47	14171 Portland Ave					
48	14173 Portland Ave	<i>completed</i>				
49	14175 Portland Ave					
50	14177 Portland Ave					
51	14179 Portland Ave					
52	14181 Portland Ave					
	Total Units = 50					

List of Sites

	12/5/24		
	Lakeville		
#	Address	CDA nickname	
1	20008 Ideal Way	Ideal Way	
2	20010 Ideal Way		
3	20012 Ideal Way		
4	20014 Ideal Way		
5	20016 Ideal Way		
6	20018 Ideal Way		
7	20020 Ideal Way		
8	20022 Ideal Way		
	Total Units = 8		
	NOTE: THESE 8 RESIDENCES MAY HAVE ONLY 8 GFCIS. THE WATER HEATERS MAY BE STANDARD WH (AND THUS DON'T HAVE 8 OUTLETS FOR POWER VENTILATION).		

9-BID FORM

(date)

(company)

Return to:

Dakota County CDA
1228 Town Centre Drive
Eagan, Minnesota 55123
Attn: Vince Markell
office: 651-675-4482
e-mail: ymarkell@dakotacda.org

The undersigned, having carefully examined the Project Manual prepared by The Dakota County CDA at:

**GFCI Outlet Replacement
Several Sites in Dakota County, Minnesota**

and having examined the site, being familiar with the local conditions affecting the cost of the Work, hereby proposes to furnish all labor, proper disposal costs, material, equipment, tools, transportation, taxes and services necessary to complete the Work in accordance with the Contract Documents for the following sums:

A. BASE PRICE BID FOR THE WORK

which inc. 113 addresses with 2 GFCI outlets replaced at each house (1 GFCI at the laundry and 1 GFCI at the water heater) which is a total of 226 total GFCI outlets replaced. See the project manual for further information.

_____ Dollars (\$ _____).
(state using words) (state using numbers)

B. ALTERNATES

Must be filled out to be a complete and valid form. Do not include the following in the base price proposal.

- 1. Provide an alternate price to add or remove (no work to be done) a GFCI outlet to/from the work

Add or remove \$ _____ per outlet

If the base price bid plus the total of all alternates exceed \$100,000.00 a Bid Guarantee (unless otherwise noted) is required for the total amount of base bid plus all alternates. The cost of the Bid Guarantee is the sole responsibility of the Contractor, no matter which combination of alternates the CDA accepts or not accepts.

C. GENERAL

- 1. If the bid & all alternates is greater than \$100,000, **bid security** in the form of a _____
(n/a, bid bond, or cashier's check)
- 2. **Bid bond** in the amount of \$ _____
(n/a, or sum of base and alternates)
- 3. **Addenda** have been received and incorporated in this Bid _____
(0, or number of addenda)
- 4. The estimated cost of all **materials** related to this project including sales tax is \$ _____
(cost of materials)
- 5. The estimated cost of **labor** related to this project is \$ _____
(cost of labor)
- 6. The estimated cost of **permits, overhead, profit**, etc. is \$ _____

(BID FORM, continued)

7. I have reviewed the site conditions, the project manual requirements, and paperwork submittals in providing the costs for the noted work. Missing, unclear, or items that need to be qualified have been noted to the CDA representative. If this bid is accepted and the undersigned refuses to enter into a Contract with the CDA on the terms stated in this Bid or fails to furnish satisfactory Performance and Payment Bonds in accordance with the Bidding Documents, then this bid security shall be forfeited to the CDA, not as a penalty, but as liquidated damages. Also, this Bid may not be withdrawn for a period of (90) calendar days immediately following the date of receipt. It is understood that the CDA reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate in any order or combination.

8. Name & title _____
(your name & title)
9. Signature _____
(your signature)
10. License # _____
(not required for bids under \$100,000)

End of Bid form