Scope of Work for
Olmsted County Accessory Dwelling Unit Project

1. Project Description

1.1 The proposal is to develop a 14'x28' 392 Square Feet Accessory Development Unit (ADU), See plans developed by CRW Architects. The project will allow the Olmsted County HRA to rent the primary residence and the ADU unit, adding additional capacity to the Affordable Housing Portfolio managed by the HRA.

1.2 The project is located a residential lot within the Nielson's Subdivision

Legal Description: Outlot 1, Lot 4, Nielson's Subdivision, City of Rochester, Olmsted County Minnesota

Address: 419 11th Street NW,

PIN: 74.35.21.057289

2. Responsible Bidder Qualifications

2.1 Provide documentation that the Bidder is legally licensed as a contractor under applicable laws in the State of Minnesota.

2.2 Provide evidence of insurability and bonding for the standards listed under the attachments tab. Olmsted County Housing and Redevelopment insurance Requirements.

2.3 Bidders must not be on the U.S. Department of HUD debarment list of excluded parties list.

2.4 Bidders must not be on the state of Minnesota debarment list.

3. Bid Award

3.1 This will be a low bid award, awarded to the lowest responsive, responsible contractor.

3.1.1 Does the bidder meet the qualifications as a responsible bidder.

3.1.2 Lowest firm fixed construction price (cost to the Olmsted County Housing and Redevelopment Authority)

3.2 Proposing builders may be contacted by the Olmsted County Housing and Redevelopment Authority or its representatives for additional clarifications.

3.3 Any protest regarding the evaluation, recommendation or award of proposals shall be filed no later than ten (10) calendar days after the electronic notification of award has been sent. Protests shall be sent electronically to the Purchasing Manager.

3.4 The Olmsted County Housing and Redevelopment Authority intends to contract with the selected Partner Builder for immediate construction the ADU.

4. Project Schedule

4.1 A pre-bid meeting may or may not be scheduled for this project. Please refer to the project's "Activities" tab on the website for details. If a pre-bid meeting has been scheduled, the County reserves the right to entertain or reject additional requests for site visits from Bidders. Please note that any exchange of information that takes place during a site visit must be formalized in order to be considered valid

4.2 Project Schedule

4.2.1 11/12/2026 – Anticipated Approval of Contract with Bidder by Housing and Redevelopment Authority Board

4.2.2 8/1/2026 - ADU substantially complete.

4.3 The County and the Contractor recognize that time is an essential element of the Contract.

5. Bid Conditions

5.1 All construction work is to be performed in accordance with applicable local, state and Federal Ordinance, Statutes, Rules, and Regulation and in accordance with the Project Documents. Bidders shall thoroughly examine construction documents and visit construction site; investigate all conditions pertinent to the project; review government requirements that may affect the work; examine all construction documents related to the project; and include all accessories and labor necessary for completion of work, whether they are specifically mentioned, indicated, or not.

5.2 When both a lump sum cost and unit price cost for construction services are given, the unit prices set forth by the Bidder shall be used solely for the purpose of calculating changes in quantities.

5.3 Bidder agrees that, unless otherwise stated, the bid submitted will meet or exceed the project documents. These specifications are an integral part of the project. Items of work shown on drawings, but not described in the specifications or vice versa, shall become part of this project. Work, materials and finishes specified in any of the project documents shall be provided, applied, and extended to all similar portions of the project, whether or not they are specifically described on each corresponding detail, plan, section, etc.

5.4 The materials, products and equipment described in the project documents establish a standard of type, function and quality to be met by any proposed substitution.

5.5 A request for substitution shall be made on or before the deadline for questions date and time. The request shall include the manufacturer and brand name of each proposed substitution plus a complete description of the item including descriptive literature, illustrations, performance and test data and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the Contractor.

5.6 No extra payment will be paid to the Contractor for work that can be determined from careful examination of project documents and site examination.

5.7 If figures, notes, or memoranda are given that define true dimensions, they shall be preferred to scaled dimensions. The dimensions indicated shall be verified by the

Contractor by measurement onsite and if required shall be adjusted to fit the measured conditions and coordinate with adjacent elements. The Contractor shall not adjust for any discrepancies without accepting full liability and any extra expense incurred.

5.8 For a bid to be considered valid, the Bidder shall bid the work as identified in the project documents. All questions, exceptions and/or suggestions to improve the intent of the project documents shall be submitted on or before the deadline for questions via the "Questions" tab on the website. At the Owner's discretion, any exceptions and/or suggestions submitted that could impact the project may or may not result in an addendum of the specification in relation to these exceptions and/or suggestions. No other exceptions and/or suggestions shall be allowed.

5.9 A bid may not be withdrawn by the Bidder for a period of thirty (30) days following the bid closing date and time, and each Bidder so agrees in submitting a bid.

5.10 The winning builder is required to provide a sworn construction statement (or pay application with schedule of values as supporting documentation).

6. Summary of Work / Scope of Services

6.1 Perform all the work described above and in accordance with the Plans and Technical Specification provided by CRW Architects included in the materials available in the Ionwave Application.

6.2 All permits and licenses of a temporary or permanent nature necessary to the lawful execution of the work shall be secured and paid for by the Contractor. Contractor must supply a copy of all permits to the Owner. All permits shall be given to the Owner at the Mandatory Pre-construction meeting held prior to the beginning of construction.

6.3 The Builder is responsible for all construction and physical development of homes as specified in this document and in conformance with all plans, designs, and specifications.

6.4 General Conditions

6.4.1 ADU plan is pre-selected by the Olmsted County Housing and Redevelopment Authority and provided in the bid packet.

6.4.2 All requirements and standards must be included in a firm fixed construction price submitted by Builder with Bid and shall become part of a no-lien construction agreement between the Olmsted County Housing and Redevelopment Authority and Builder.

6.4.3 Builder shall deliver material samples/ submittals for identified selections to the Olmsted County Housing and Redevelopment Authority's design firm, CRW.

6.4.4 Builder shall provide a list of subcontractors in the attributes section of the bidding software. After contract award the Builder shall provide a schedule of values for each home.

6.4.5 Final payment will only occur after the Builder and the Olmsted County Housing and Redevelopment Authority sign the Certificate of Completion of Work Specifications and the HRA receives the completed IC-134 affidavit.

6.4.6 All materials used are to be new, of first quality, and without defects and approved by the Olmsted County Housing and Redevelopment Authority's architect, CRW.

6.4.7 Change orders are for unforeseen circumstances or substantial changes to the Scope of Work only. The sum of all Contractors' overhead and profit markup shall not exceed 10% for any change.

6.4.8 The Olmsted County Housing and Redevelopment Authority must approve all change orders before additional work is started.

6.4.9 The Builder must be licensed by the State of Minnesota.

6.4.10 All utilities shall be placed in the Olmsted County Housing and Redevelopment Authority name.

6.4.11 The Builder must apply for and obtain all required Permits. the Olmsted County Housing and Redevelopment Authority shall ensure proper zoning of the building lot to allow permitting to proceed. The builder must comply with all rules of the permitting process as established by the local requirements.

6.4.12 All work shall be performed in the manner outlined in the International Residential Code and comply with any, and all applicable Federal, State, and local Codes and Ordinances.

6.4.13 The Builder is to provide all relevant home warranty information. Builder to assemble and collect applicable warranty Information for all products Installed by Builder. Such warranty Information is to be provided to the Olmsted County Housing and Redevelopment Authority or its representatives, or owner at the final inspection.

7. Price Submittal

7.1 The Bidder shall submit a Lump sum firm fixed construction price, for the work described above and in the plans and specification provided. Bidders shall submit their pricing utilizing the "Line Item" tab for this RFB on the electronic bidding site.

8. Contractor's Responsibilities

8.1 Perform all the work described above and included in the bidding materials available on IonWave;

8.2 Provide all engineering, personnel, permits, equipment, and administration needed to complete and fully document the defined scope of work in accordance with applicable codes, manufacturer's recommendations, and prudent industry standards;

8.3 The contractor should be certified by, and maintain compliance with, all applicable codes as related to the defined scope of work, including, but not limited to, maintaining current certificates, complying with approved QA/QC procedures, and utilizing only personnel carrying the proper credentials for the defined scope of work;

8.4 Project Close Out Process

8.4.1 Contractor shall develop a Homeowners Manual at the end of the project, develop and provide (1) PDF sets of all manuals, cut sheets and all warranty information for all new equipment provided by the Contractor, to include but not limited to:

8.4.1.1 Appliances
8.4.1.2 Mechanical equipment
8.4.1.3 Heating and Cooling equipment
8.4.1.4 Lighting & Electrical Fixtures
8.4.1.5 Plumbing & Bathroom Fixtures
8.4.1.6 Exterior finishes and furnishings
8.4.1.7 Interior finishes and furnishings

8.4.2 Prior to final close out requests contractor will request a walk through with Olmsted County Housing and Redevelopment Authority or its representatives to develop a punch list.

8.4.3 Contractor shall provide a Warranty Letter.

8.4.4 Contractor shall finalize all Punch List items prior to requesting final payment for each building.

9. Safety Considerations and Coordination

9.1 Many types of work conducted can present safety hazards.

9.2 The Contractor shall have in place, and conduct all work using, appropriate MN OSHA and Federal OSHA compliant procedures and personnel protective safety equipment. The Contractor's safety program shall address all the safety procedures needed during the defined scope of work to address hazards including, but not limited to, lockout/tag out, respiratory protection, hearing conservation, work on elevated platforms, fall protection, worker right-to-know, electrical safety and hot work. Electrical work shall be done per Minnesota licensing requirements, the National Electrical Code, and the latest edition of NFPA 70E. The Contractor shall ensure that all work is conducted by personnel who have been recently trained in the procedures contained in the safety program, whether those personnel are its employees or the employees of sub-contractors. The Contractor shall certify to the County, in writing, that the training has taken place and is current according to OSHA regulations. The Contractor shall notify the Owner of any unexpected safety or health hazards discovered during the work.

9.3 Tobacco use is prohibited in and on all Olmsted County property except in designated tobacco use areas of Olmsted County Parks. Refer to the Olmsted County Tobacco Free Grounds Policy for further information.

9.4 The Contractor shall heed and obey any and all signage, warning labels, tags, or any other visual warning or instructions posted in any County facility or on any County equipment. If the work necessitates (convenience will not be considered a necessity) that any visual warnings or instructions be overridden, then the Contractor shall coordinate with management to, if possible, develop safe alternative procedures and to provide alternative visual warnings where necessary.

9.5 Failure to heed and obey any visual warnings shall be grounds for the termination of the contract and the removal of the Contractor from the premises. Failure to comply with any safety or occupational health law, regulation, rule, or policy that applies to the conduct of the work shall be grounds for the termination of the contract and the removal of the Contractor from the premises.

9.6 General Environmental Protection - The Contractor (and/or sub-contractor, if applicable) shall at all times comply fully with all applicable federal environmental regulations (EPA, ATSDR, OSHA, FWS, BLM, etc.), state environmental regulations (MPCA, MDH, etc.), and local environmental regulations and ordinances (Solid Waste Ordinance, etc.), including any additional Olmsted County-specific guidelines and/or requirements relating to the protection of the environment and/or public health.

10. Warranties

10.1 Minnesota law requires builders and remodelers to warrant that a new home or home improvement project is free from defect. The State Minnesota law also requires licensed contractors to include performance standards and information about the state's statutory warranty (Minnesota Statutes Chapter 327A) in their written contracts:

10.1.1 One year: Work must meet "building standards" that are defined as the materials and installation standards of the State Building Code that is in effect at the time the work is performed.

10.1.2 Two years: The plumbing, electrical, heating and cooling systems must be free from defects caused by faulty installation due to noncompliance with the materials and installation standards of the State Building Code that is in effect at the time the work is performed.

10.1.3 Ten years: Home must be free from "major construction defects," that are defined as damage to the load- bearing portion of the home that vitally affects or is imminently likely to vitally affect use of the home for residential purposes. It does not include damage caused by natural disasters. This statutory warranty is in addition to any other warranty that may be in place. It is in effect regardless of whether it is in writing, though state law requires licensed contractors to include it in their contracts.