

Project Plans & Specifications

2025

Boulder, Concrete and Bituminous Material
Crushing for Aggregate Stockpiling

Chisholm, Minnesota
February 5, 2025

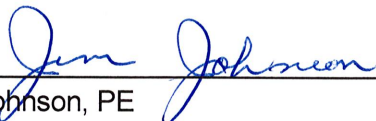
2025 Boulder, Concrete and Bituminous
Material Crushing for Aggregate Stockpiling

Chisholm, Minnesota

February 5, 2025

DOCUMENT 00 01 05
CERTIFICATION

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



James E. Johnson, PE

Date: February 5, 2025

Lic. No. 12651

Reviewed By: _____

Date: _____

**DOCUMENT 00 01 08
PROJECT DIRECTORY**

Project Name: 2025 Boulder, Concrete and Bituminous Material
Crushing for Aggregate Stockpiling **Location:** Chisholm, Minnesota

Owner

Name: City of Chisholm
Address: 316 West Lake Street
Chisholm, MN 55719
Contact: Stephanie Skraba, City Administrator
Phone: 218.254-7960
Fax: 218.254.7955

Engineer

Name: Thunder Lake Engineering
Address: 5766 Crocus Lane NE
Remer, MN. 56672
Contact: Jim Johnson
Phone: 218-254-7907
Fax: 218-254-7955

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ADVERTISEMENT FOR BIDS**

**2025 Boulder, Concrete and Bituminous Material Crushing for Aggregate Stockpiling
Chisholm, MN**

Notice is hereby given that sealed Bids will be received by the City of Chisholm until 11:00 a.m., Wednesday, March 5, 2025 at the City Hall, 316 West Lake Street, Suite 3, Chisholm, MN 55719-3709, at which time they will be publicly opened and read aloud, for the furnishing of all labor and equipment for the crushing of concrete material, bituminous materials and rock boulders at the City's construction debris disposal site. Major quantities for the Work include:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>
MOBILIZATION	1	LUMP SUM
CRUSHED AGGREGATE MATERIAL (MODIFIED CLASS 5)	10,000	TON
BOULDER BUSTING (>1.0 CY IN VOLUME)	40	HOURS

Bids shall be on the form provided for that purpose and according to the Bidding Requirements prepared by the City of Chisholm Engineering Department, dated February 5, 2025.

The Bidding Documents may be seen at the issuing office of Chisholm City Hall, located at:

316 West Lake Street
Chisholm, MN 55719

Paper copies of the Bidding Documents may be obtained at Chisholm City Hall located at 316 West Lake Street Chisholm, MN 55719 for a fee of \$25.00.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

Bids shall be directed to the City Administrator, securely sealed, and endorsed upon the outside wrapper, "BID FOR 2025 BOULDER, CONCRETE AND BITUMINOUS MATERIAL CRUSHING FOR AGGREGATE STOCKPILING."

The City of Chisholm reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City.

Stephanie Skraba
City Administrator
City of Chisholm

Published: Mesabi Tribune; February 19th & 26th, 2025
League of MN Cities (LMC) Website www.lmc.org
City of Chisholm Website www.ci.chisholm.mn.us

Advertisement for Bids

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DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Authorized sets of the Bidding Documents may be obtained digitally or by paper copy as directed in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete or unauthorized sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3-QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 2. Those drawings known to Owner of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in paragraph 4.01.A are included in this Project Manual as Document 00 31 32. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data", or any other data, interpretation, opinions, or information contained in such reports or shown or indicated in such Drawings.

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A. will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data", or any other data, interpretation, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavations and utility locates.

4.06 *Related Work at Site*

- A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- B. Paragraphs 6.13 C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding documents, including any Addenda;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-bid conference will not be held for this Project, but Contractors may contact the Chisholm Consultant Engineer, Jim Johnson at 218.254.7907 or Larry Folstad, City Public Works Supervisor at 218.969.5538 to arrange a tour/examination of the project site.

ARTICLE 6-SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda provided to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A bid must be accompanied by Bid security made payable to owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The times for Substantial Completion and readiness for final payment are to be set by Bidder in the Bid and will be entered into the Agreement (or incorporated therein reference to the specific language of the Bid). Substantial Completion is desired on or before July 12, 2025. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

ARTICLE 10- LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11- SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form and attachments are included with the Bidding Documents. Photocopies of these documents should be made for the purpose of submitting the Bid.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each listed therein.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice- president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.

- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14- BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between 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.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 The Bid Form is include with the Bidding Documents. A photocopy of the Bid Form is to be completed and submitted with all the attachments as outlined in Article 7 of the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed package plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.
- 15.03 The submitted Bid Bond shall bear original signatures and the seal of the Surety.
- 15.04 Bids submitted after the prescribed date and time will be returned to the Bidder unopened.

ARTICLE 16- MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of 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, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. 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.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider 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 prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such bonds.

ARTICLE 21- SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder.

END OF DOCUMENT

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

**DOCUMENT 00 41 00
BID FORM**

Total Amount of Bid: \$ _____
Contractor's Name: _____
Telephone: _____

**Projection Identification: 2025 Boulder, Concrete and Bituminous Material
Crushing for Aggregate Stockpiling
Chisholm, MN**

BIDS TO BE OPENED 11:00 a.m., Wednesday, March 5, 2025

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ARTICLE 1- BID RECIPIENT

1.01 This bid is submitted to: **Honorable Mayor and City Council
C/O Stephanie Skraba, City Administrator
City of Chisholm
316 West Lake Street
Chisholm, MN. 55719**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in S.C. 4.02 as containing reliable "technical data", and (2) reports and drawings of a Hazardous Environmental Condition, if any, that have been identified in S.C. 4.06 containing reliable "technical data".
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01 above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4- BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non- competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non- competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
MOBILIZATION	LS	1	\$_____	\$_____
CRUSHED AGGREGATE MATERIAL- MODIFIED CLASS 5	TON	10,000	\$_____	\$_____
BOULDER BUSTING (> 1.0 CY IN VOLUME)	HR	40	\$_____	\$_____

TOTAL BID PRICE \$_____

ANTICIPATED START DATE _____, 2025
 SUBSTANTIAL COMPLETION DATE _____, 2025

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provision of the Agreement as to liquidated damages.

ARTICLE 7 -ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid;

- A. Required Bid security in the form of Bid Bond or Cashier's Check.
- B. List of Project References.
- C. Affidavit of Non-Collusion.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____ (SEAL)
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
{Signature - attach evidence of authority to sign}

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: _____ (SEAL) State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ is ___/___/___.
(State Where Project is Located)

9.02 Contact Information

Bidder's Business Address _____

Phone: _____ Facsimile: _____ E-mail: _____

Submitted on: _____, 2025

State Contractor License No. _____. (If applicable)

DOCUMENT 00 45 19
AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

_____ day of _____, 2025

Bidder's Signature

Notary

Title

(Seal)

Company

**DOCUMENT 00 44 14
PROJECT REFERENCES**

Below is a listing of the 5 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency _____
Description of Work _____
Agency Representative _____

Title _____ Phone _____ Date of Contract _____

2. Contracting Agency _____
Description of Work _____
Agency Representative _____

Title _____ Phone _____ Date of Contract _____

3. Contracting Agency _____
Description of Work _____
Agency Representative _____

Title _____ Phone _____ Date of Contract _____

4. Contracting Agency _____
Description of Work _____
Agency Representative _____

Title _____ Phone _____ Date of Contract _____

5. Contracting Agency _____
Description of Work _____
Agency Representative _____

Title _____ Phone _____ Date of Contract _____

Name of Bidder _____

By _____

DOCUMENT 00 52 00
EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Chisholm _____
(Owner) and _____

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The crushing and stockpiling of salvaged construction materials, consisting generally of rock boulders, reclaimed bituminous millings, salvaged bituminous and concrete materials including reinforced concrete pipe, at the City's disposal site.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 2025 Boulder, Concrete and Bituminous Material Crushing for Aggregate Stockpiling.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Thunder Lake Engineering, LLC (City Consultant Engineer) which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The work is desired to be substantially completed on or before July 12, 2025 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before August 1, 2025.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5-CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph

5.01.B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

The Estimated Total of All Unit Price Work is: \$ _____

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of six (6) percent per annum.

Standard form of Agreement

ARTICLE 8-CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data" and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Addenda (numbers 00 00 1_ to 00 00 1_, inclusive).
 - 2. This Agreement (pages 00 52 00 - 1 to 00 52 00 - 6, inclusive).
 - 3. Performance Bond (Document 00 6113).
 - 4. Payment Bond (Document 00 6114).
 - 5. General Conditions (pages 00 72 00-1 to 00 72 00-62, inclusive).
 - 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-3, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings consisting of 1 sheet with each sheet bearing the following general title: 2025 Boulder, Concrete and Bituminous Material Crushing for Aggregate Stockpiling; City of Chisholm, MN.
 - 9. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages_ to__, inclusive).
 - c. Certificate of Insurance.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partner, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non- competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- B. Owner and Contractor each binds itself, its partner, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- B. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 5. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 6. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 7. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non- competitive levels; and
 - 8. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Chisholm _____

By: _____

Adam Lantz

Title: Mayor _____

CONTRACTOR:

By: _____

Title: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____

Stephanie Skraba

Title: City Administrator _____

Attest: _____

Title: _____

Address for Giving Notices:

City of Chisholm

316 West Lake Street

Chisholm, MN. 55719

Address for Giving Notices:

License No. _____

(Where Applicable)

Agent for Service of process: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement)

(If Contractor is a corporation or a partnership Attach evidence of authority to sign)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

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**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Work Included in Contract Documents
 2. Contract Information
 3. Contractor Use of Premises
 4. Work Restrictions

**1.02 WORK INCLUDED IN
CONTRACT DOCUMENTS**

- A. Description of the Project:
1. The crushing and stockpiling of salvaged construction materials, including rock boulders, bituminous pavement, concrete materials and reinforced concrete pipe, at the City's disposal site.

1.03 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted under contract or as directed by Owner.
- B. Conform to site rules and regulations affecting Work while engaged in Project construction.
- C. Damaged Property:
1. Patch and/or clean existing improvements and restore damage of property on, or adjacent to Site occasioned by this Work, including, but not limited to, lawns, walks, curbs, pavements, roadways, structures, and utilities which are cut or damaged by operations and are not designated for removal, relocation, or replacement in the course of construction
 2. Public Property or Utilities: Comply with laws, ordinances, rules, regulations, standards, orders of utility owner or any public authority having jurisdiction.
 3. Provide written acceptance of restoration work by authority or Owner.

- D. Product Requirements:
1. Confine stockpiling of materials or equipment and location of storage sheds and offices to areas indicated.

1.04 WORK RESTRICTIONS

- A. On-Site Work Hours:
1. Normal business working hours of 7:00 a.m. to 7:00 p.m. Monday through Friday.
 2. Weekend hours: 7:00 a.m. to 7:00 p.m. on Saturdays and Sundays.
- B. Existing Utility Interruption:
1. Do not interrupt utilities serving facilities occupied by Owner or others without written permission by Owner.
 2. Notify Owner not less than 2 days in advance of proposed utility interruptions.

PART 2 PRODUCTS

**1.01 CRUSHING AGGREGATE MATERIAL
-CLASS 5 MODIFIED**

- A. Gradation-the crushed material shall meet the gradation for class 5 aggregate, per Mn/DOT specification 3138.2E - Table 3138.3, of the 2020 Edition of the MnDOT standard specifications for construction.
- B. Metal Removal - ferrous metals, such as pipe, posts and woven wire mesh, shall be removed during the crushing operations from the aggregate going into stockpile by manual removal as well as by the use and operation of magnets on the conveyer belts and the drum heads.
- C. Boulder Busting - if the rate per hour makes it economically feasible to bust up those on- site boulders which are one (1) cubic yard in volume and larger, the City desires to do so and then have the busted boulder crushed into modified Class 5 aggregate as well. If it is not economical to bust up the boulders, the City will compensate the Contractor at the same hourly rate to stockpile the boulders in a single area, as designated by the Owner, on the project site.

PART 3 EXECUTION

Not Used

END OF SECTION

**SECTION 01 31 19
PROJECT MEETINGS**

PART 1 GENERAL

1.01 SUMMARY

- A. Procedures for Administration of Project Meetings:
 - 1. Preconstruction Conference
 - 2. Progress Meetings
- B. Related Sections:
 - 1. Document 00 2113 - Instructions Bidders

**1.02 PRECONSTRUCTION/SIT
E MOBILIZATION
CONFERENCE**

- A. Scheduled by Owner after Notice of Award, prior to commencement of construction for:
 - 1. Execution of Owner-Contractor Agreement and exchange of preliminary submittals if not previously completed.
 - 2. Clarification of Owner and Contractor responsibilities in use of the Site and review of administrative procedures.
- B. Attendees: Owner, Engineer, Consultants, Contractors, major subcontractors, other concerned parties represented by persons familiar with and authorized to conclude matters relating to Work.
- C. Agenda
 - 1. Items of significance that could affect progress including, but not limited to:
 - a. Submittal of executed bonds and insurance certificates.
 - b. Execution of Owner-Contractor Agreement if not previously completed.
 - c. Distribution of Contract Documents.
 - d. Use of premises by Owner and Contractor:
 - 1) Owner's requirements and occupancy.
 - 2) Construction facilities provided by Owner (if any).
 - 3) Temporary utilities provided by Owner (if any).
 - 4) Use of premises office, work, and storage areas.

- e. Security and housekeeping procedures.
- f. Submittals:
 - 1) Progress Schedule.
 - 2) Designation of responsible personnel:
 - a) Contractor's principal staff and consultants.
 - b) Contractor's superintendent or job foreman acting as Contractor's Site representative.
 - c) Owner's and Contractor's designated individuals authorized to sign Change Orders, field modifications, and monthly pay requests.
- g. Procedures for processing:
 - 1) Field decisions.
 - 2) Submittals:
 - a) Shop Drawings
 - b) Product Data.
 - c) Samples.
 - 3) Substitutions.
 - 4) Applications for Payments.
 - 5) Proposal requests.
 - 6) Change Orders.
 - 7) Contract Closeout.
- h. Schedules:
 - 1) Tentative construction schedule
 - 2) Critical Work sequencing.
 - 3) Progress meetings.
- i. Procedures for testing.
- j. Procedures for maintaining Record Documents.
- k. Requirements for startup of equipment: Inspection and acceptance of equipment put into service during construction period.
- l. Equipment deliveries and priorities.
- m. Contractor responsibilities:
 - 1) Safety procedures.
 - 2) First Aid.

1.03 PROGRESS MEETINGS

A. Contractor:

1. Schedule and administer biweekly construction progress meetings throughout progress of Work.
2. Make physical arrangements, prepare agenda and distribute with notice of each meeting to participants and to Engineer, 4 days in advance of meeting date.
3. Preside at meetings, record meetings and distribute copies (2 to Engineer) within 2 days to participants, and entities affected by decisions at the meetings.

B. Attendees:

1. Contractor, job superintendent, subcontractors and suppliers, other entity concerned with current progress or involved in planning, coordination or performance of future activities; Owner, professional consultants as appropriate to agenda.
2. Attendees shall be familiar with Project and authorized to conclude matters relating to progress.

C. Agenda:

1. Items of significance that could affect progress, including topics for discussion as appropriate to current status of Project, minimally:
 - a. Approval of minutes of last meeting.
 - b. Review of Work progress.
 - c. Field observations, problems and decisions.
 - d. Identifications of problems which impede planned progress.
 - e. Review of submittal schedule and status of submittals.
 - f. Review of off-site fabrication and delivery schedules.
 - g. Maintenance of progress schedule.
 - h. Corrective measures to regain projected schedules.
 - i. Planned progress during succeeding Work period.
 - j. Coordination of projected progress.
 - k. Maintenance of quality and work standards.
 - l. Effect of proposed changes on progress schedule and coordination.
 - m. Other business relating to Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 71 13

MOBILIZATION (MN/DOT 2021)

PART 1 GENERAL

F. Commencement of Work.

1.01 SUMMARY

- A. Section includes preparatory Work for construction operations.
- B. Related Sections:
 - 1. Section 01 51 00 - Temporary Utilities
 - 2. Section 01 52 13 - Field Office
 - 3. Section 01 52 19 - Temporary Sanitary Facilities
 - 4. Section 01 58 13 - Project Signs
- C. Basis of Payment:
 - 1. Payment for mobilization shall be at the contract unit price as listed on the Bid Form. Additional mobilizations that may be required for specific work items or to conform to the provisions of the Contract Times shall be included in this item.
 - 2. If the Lump Sum Bid amount for Mobilization exceeds 5 percent of the total Base Bid amount, Owner will withhold the amount in excess of 5 percent until Substantial Completion of the Project.

1.02 REFERENCES

- A. Mn/DOT 2021- Mobilization

1.03 PERFORMANCE REQUIREMENTS

- A. Movement of personnel, equipment, supplies and incidentals to the Site.
- B. Establishment of Contractor offices and facilities.
- C. Installation of temporary sanitary facilities.
- D. Installation of Project Signs.
- E. Erection of a field office.

1.04 SUBMITTALS

- A. Required Submittals Prior to Mobilization:
 - 1. Approved Project Schedule.
 - 2. Shop Drawing Schedule.
 - 3. List of Proposed Subcontractors.
 - 4. List of Proposed Suppliers
 - 5. Material and Procedural Submittals as Required.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION