

**REQUEST FOR PROPOSALS
REDHEAD MOUNTAIN BIKE PARK TRAIL CONSTRUCTION**

City of Chisholm, Minnesota

Proposals Due: Must be received by 03-03-2024 4:00 C.S.T
via sealed bids

Address Proposals to:

Attention:
Stephanie Skraba
316 West Lake Street
Chisholm, MN 55719
Phone: 218-254-7960
Email: sskraba@ci.chisholm.mn.us



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SECTION 1: GENERAL PROJECT DESCRIPTION & SCOPE

STATEMENT OF PURPOSE

The purpose of this Request for Proposals (RFP) is to evaluate and select qualified natural surface trail building contractors (i.e., Builders or Contractors) to build and refurbish trails of various types and levels of difficulty. This RFP is for Phase 1 of the proposed Redhead project. Additional RFPs may be issued in the future for additional Phases of the overall Redhead project plan.

PROJECT DESCRIPTION

The City of Chisholm, Minnesota is seeking proposals from qualified interested parties to provide construction services for the Redhead MTB Park which consists of a current system of 25 trail miles and one trailhead. The City of Chisholm plans to extend or refurbish up to 12 additional miles in 2024-2025. The project is located in Chisholm, Minnesota at 1005 Discovery Drive. Refer to conceptual trail plans attached to this RFP.

SITE CONDITIONS

Redhead MTB Park is hilly, rocky, and forested. Portions of the site have steep cliffs, unstable rock features, and water-filled mine pits. The City recommends the prospective builders visit the site as well as review the soils on the USDA Web Soil Survey. The City will be looking to the contractor to implement an appropriate design and build plan.

PROJECT SCOPE

This project includes the construction or refurbishment of approximately 12 trail miles. Trails are identified in conceptual plans *attached*. Trails to be added (along with a preliminary description and approximate mileage) are:

- 0.8 mile of new adaptive,
- 3.1 miles of new intermediate and advanced gravity flow/jump lines, including approximately
 - 0.7 mile intermediate (blue) climbing trail
 - 0.1 mile of expert (double black) downhill trail
 - 0.5 mile of advanced (black), technical downhill trail
 - 0.7 mile of advanced (black), flowy downhill trail
 - 1.1 miles of intermediate (blue), flowy downhill trail
- 4.6 miles of new intermediate (blue) flowy cross-country,
- 0.6 mile of new advanced downhill infill trails,
- 1.2 miles of widening an existing beginner trail to adaptive, and
- 2.1 miles of enhancements and new extensions to existing intermediate and advanced trails (for safety and flow)

Trail design and build is intended to result in a sustainable natural surface, purpose-built mountain



biking trail system (that is also suitable for hiking and snowshoeing) guided by International Mountain Bike Association (IMBA) and Greater Minnesota Regional Parks & Trails Commission (GMRPTC) guidelines and standards (*see references*). The City of Chisholm will stockpile trail-capping material at selected locations near some of the entrances to the trails. The trail builder will haul from the stockpiles to the trail locations where capping is needed/flagged/specified.

The Redhead MTB Park Trail Construction project budget for the 2024-2025 expansion projects included in this RFP is \$1.6M. The anticipated funding for this project(s) can cover the following:

- Trail enhancement including trail expansion and amenities which can include pump tracks, skills courses, changing stations, shade shacks, and signage

Future RFPs are expected to be issued for project(s) related to:

- Trail development, related amenities, and maintenance; and
- Master plan, Chisholm connector trails and amenities which can include bike lanes, skills areas, bike racks, and other related amenities

The City has retained the services of Barr Engineering Co. (Barr) for Master Planning and consulting. Barr will work directly in collaboration with the contracted Construction Manager (CM) and the Redhead MTB Park Committee on project oversight. (Barr contact: Pete Kero. Redhead MTB Park Committee contact: Bridgit Maruska.)

PROJECT SCHEDULE (subject to change):

Dates of Importance (subject to change):

March 20, 2024: issue RFP to trail builders

April 4, 2024: Information/Site Visit

May 3, 2024: RFP due

May 6-10, 2024: Review RFP submissions / interview firms

May 13, 2024: Award Contracts following City Council approval

June 1, 2024 - November 1, 2024, Construction (through Summer 2025 if needed)

PROJECT INFORMATION/SITE VISIT

An optional informational meeting will be held on Thursday, April 4, 2:30 PM and 3:30 PM site visit following the informational meeting at Chisholm City Hall, located at 316 West Lake Street (1 block east of water tower). A virtual option for the 2:30 informational meeting will be made available. The informational and site visit meetings will include a review of the scope of work, a question/answer period, and a tour of the proposed project area(s).



SECTION 2A: PROPOSAL SUBMISSION INSTRUCTIONS

Contractor accepts all the Solicitation Terms, Conditions, and Requirements. Any response which fails to comply with this requirement may be rejected.

1. PROPOSAL CONTENT & REQUIREMENTS

- A. A statement that Responder will comply with all work duties and specifications in the RFP and items on the proposal form. Any deviations to compliance with the provisions in the RFP must be identified, which may result in rejection of Responder's proposal.
- B. Company profile/history – this should include contact information, link to company website, the owners of company and their direct or indirect involvement with projects, list of crew leaders with bios, oversight, etc. It can include customer testimonials.
- C. Relevant experience of the owners and/or crew leaders that will be on the Redhead project site - with the type and scale of various trails, identifying the crew leaders and other key crew members along with a description of their experience is required; companies may include project experience working for other trailbuilders.
- D. Willingness/capacity to work as a team – with the possibility of numerous other Builders and the project management team being onsite, working together to create high quality trails is vital and one of the key values of having multiple Builders involved. The responder should provide a statement about their commitment to working together and to participate in trail design discussions that relate to their trail as well as trails that others may be working on.
- E. Experience with similar trail building projects - Responder shall provide a minimum of two (2) to three (3) reference projects completed in the past four (4) years and of a similar nature and scope to the specifications. Provide a detailed project description including the size/scale, budget, and location of each project. Project profiles may include a website link to the project; however, specific project details must be listed in the response.

Reference verification must be provided for each of the projects by providing a contact name, phone number, and email address for the Property Owner (or Owner's authorized delegate). Comparable projects must have been completed by the Contractor submitting a response to this solicitation.

2. REQUIREMENTS

The General Proposal requirements includes a Transmittal Letter in addition to content listed above.

A. TRANSMITTAL LETTER

The transmittal letter shall be included at the beginning of the General Proposal response. The transmittal letter should be in the form of a standard business letter on the responder's letterhead, and signed by an individual authorized to sign a contract for the firm. The transmittal letter must include the following:

- Responder Name, Address, Contact Person, E-Mail Address, Fax and Telephone Number.



- Business Background: Provide a brief statement of the responder's business history.
- Scope of Work Compliance: Provide a statement that the company has read, completely understands, and will comply with all requirements outlined in the solicitation and corresponding attachments.
- Price Evaluation: Provide a statement that the responder agrees that price evaluations will be based on the appendices, as structured, in response to this RFP.
- A list of the individuals involved with the preparation of the RFP response.

B. PROPOSAL FORMAT

- a. 7 paper copies
- b. 8.5 x 11, plastic comb bound or stapled only, portrait format, no plastic dividers or covers
- c. Maximum 20 faces (excluding cover letter, front and back covers, & blank dividers)
- d. All pages numbered
- e. Utilize font size no smaller than 10 point
- f. Responders are highly encouraged to follow the order of proposal contents found in section 2A, A-E of this RFP.
- g. Email a digital version to sskraba@ci.chisholm.mn.us

C. OTHER REQUIREMENTS

- a. The City is requiring completed Price Schedule(s) (appendix 2).
- b. The City is requesting a task/budgetary worksheet identifying your firm's proposed trail sections indicating the estimated hours, hourly rate, specified crew from the price schedule, and extensions (appendix 3).
- c. Sealed bid proposals must be delivered via mail to Stephanie Skraba, City Administrator by May 3, 2024 by 4:00 PM CST to the following address:

316 West Lake Street
Chisholm, MN 55719



SECTION 2B: BASIS FOR AWARD

EVALUATION PROCESS. The City shall conduct an evaluation of responses to this RFP. The evaluations will consider proposal preparation/transmittal letter, acceptance of terms and conditions, qualifications, and price proposal. Qualifications are weighed at a higher point scale than price proposal.

The City will review and select responsive, compliant responses. The purpose is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The City reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation.

Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the City having completed the evaluation process. If no award is made, the responses are not made public. The City will notify all responders in writing of the evaluation results.

The City will evaluate responses. Only those responses found to be responsive will be considered. The City may request clarification from one or more responders. The responses must be made in writing as the City will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation. However, the City reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

SELECT FINALIST(S). The City reserves the right to request oral presentations, and the opportunity to interview key personnel. The City reserves the right to select the number of responders for oral presentations and/or interviews with key personnel. The evaluation scores may be revised as a result of the responses to the oral presentations, and/or interviews with key personnel. First consideration will be given to the responder with the highest total points in the criteria listed in this RFP. In the event that contract is not awarded to highest ranked responder, the responder with the next highest number of points will be selected for consideration. The evaluation team will make a recommendation(s) on the award of this RFP. The Chisholm City Council will make the final award decision. The final phase of evaluation is signing contract with awarded Contractor(s).



SECTION 3: SPECIFICATIONS

- 1. Contractor's Duties and Responsibilities.** Selected Trailbuilders will be expected to possess the necessary experience, skills, and “craftsmanship” to build high quality and sustainable natural surface trails (mountain bike, hiking) meeting or exceeding the requirements defined in this RFP and accepted industry standards. Builders will be expected to understand and be able to perform normal work duties associated with building trails, including the following provisions. The City (in consultation with the CM) will retain sole discretion in assigning the work to the Builders. The decision to assign a project to a Builder is based on Builder’s performance under other Purchase Orders, depth of experience in a particular area of work, location of the project, availability, cost, or other factors the City considers relevant to predicting satisfactory performance.
- 2. Field Design and Flagging.** Participating in the final field design of the trail being built is part of the skills and expectations that each Builder and trail crew leader must possess. Participation in the field design process is a stipulated part of the Builder’s crew leader’s responsibility when such work is related to the trail that the Builder is responsible to complete. In general, the construction will be within 30’ of the flagged route, unless agreed to and approved by the Construction Manager.

It is the Builder’s express responsibility to work with the on-site CM on an ongoing basis to ensure common understanding of design intent and expectations. Builder’s that deviate from the agreed upon trail design and alignment may be required to fix the work without additional compensation. The Construction Manager (along with project management team) will have final authority on all trail design and building decisions.

- 3. Construction Meetings.** After the Contract has been issued, but before construction commences, the Owner will advise the Builder of the time and location of a preconstruction meeting. The Builder’s onsite Crew Leader/Foreman must be present at the preconstruction meeting. The Owner will provide a list of items to be discussed to the Builder(s). Thereafter, daily or routine meetings with the Construction Manager should be expected, and the Builder will be responsible for requesting a meeting whenever there is uncertainty about building issue. The Construction Manager will also be on a routine schedule, and be available to the Builder on an as-needed basis.
- 4. Crew Rosters and Daily Submittals.** The Construction Manager is required to verify in writing that the crew members match the approved crew roster in the Work Plan prior to any work being started. Any changes to the crew roster must be approved by the Construction Manager.

Unauthorized substituting of crew leaders is expressly prohibited and may lead to cancellation of the Purchase Order. It is the responsibility of the Builder to prove competency of any new crew members should the need arise during construction.



Daily submittals of work activities will be required and mostly relates to daily work effort, and tracking daily and hourly crew activities.

- 5. Assessment of Performance and Progress.** If, in the opinion of the Owner, the Builder falls behind the approved construction schedule and/or fails to perform at a satisfactory level relative to other Builders doing similar work, the Builder shall take such steps as may be necessary to improve performance. The Construction Manager shall work with the Builder to define performance issues and expectations for improvement.

Should improvements fail to occur, the Owner reserves the right to cancel the contract with the Builder pursuant to Clause 15 of the General Terms and Conditions.

- 6. Quality Control and Crew Expectations.** As previously defined, the Builder shall employ workers skilled and experienced for the specific task required. The Builder and crew leaders/foremen are responsible for the performance and professional manner of all crew members. Any crew or crew member acting in a non-professional or inappropriate manner that jeopardizes the health, safety and welfare of other crews working on the site, or the public at large, will be cause for dismissal of that member or the entire crew, at the discretion of the Owner. Failure to immediately address such issues may also be cause for cancellation.
- 7. Construction Facilities and Site Protection.** The Builder is responsible for maintaining the work site in a safe and responsible manner. This includes erecting and maintain fences and barricades when necessary to provide adequate protection for their own and other crews, and other authorized project members. The Builder must ensure that inherent trail building hazards are clearly protected to avoid undue injury and/or be detrimental to the site or others work efforts. The Builder shall secure, properly cover, and protect his own equipment, materials and work and all Owner property against damage of any kind until this project is complete and the Owner takes possession. The Builder shall maintain a neat and orderly job site and shall promptly remove all debris and dispose of the debris legally off site. The Builder shall remove all temporary fences, barricades, signs, etc. upon completion of the work.
- 8. Invasive Species Prevention / Tree and Plant Protection.** The Builder shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the Owner or Builder discovers invasive species infestation areas during construction, Builder is to stop operations in the newly discovered infested area until a resolution can be accepted by the Owner.

The Builder shall protect trees and root systems outside of the defined trail tread, front slope, and back slope area from damage from construction equipment or damage due to soil compaction. The Builder shall erect snow fences around any trees or plants designated by the Construction Manager to be protected or at other locations as directed by the Owner.

- 9. Trail Construction.** All Builders shall be required to be knowledgeable of and have proven capability of meeting or exceeding the trail building standards as defined in the MN DNR's



Trail Planning, Design, and Development Guidelines (available at: www.minnesotasbookstore.com), Greater Minnesota Regional Parks and Trails Commission's Mountain Bike Trail Development Guidelines, and IMBA's Guide to Building Sweet Single Track, along with all general standards and conditions defined in this RFP or otherwise adopted for this project prior to and during construction. It is expected that trail crew leaders and key crew members will possess the required professional experience consistent with the Builder's proposal representation of purpose-built MTB trail building experience.

Based on the above standards, the following articulates some of the key expectations of Builders' trail building knowledge and skills to perform the required tasks. Each of these will be part of evaluating the Builder's performance as the project progresses. Failure to illustrate competency in employing standard trail building skills may be cause for cancellation of the Builder's contract.

A. BIKE-SPECIFIC TRAIL FLOW

All trails shall be natural surface one-way singletrack trail, two-way singletrack, or adaptive at are purpose built for mountain bicyclists, referred to here as "flow" or "rolling contour" trails. Basic characteristics include synergy with the landscape (fits into the landscape, not sitting on top of it), and making the most of the natural terrain in terms of topography, views, and site features (rocks, trees, waterways) as encountered. All Builders are expected to know the difference between acceptable trail design and features and the things that should be avoided, such as sharp turns, incongruent features, and disjointed climbs and descents.

B. MECHANICAL EQUIPMENT RESTRICTIONS

Trails are to be constructed using manual labor and low impact mechanical equipment such as mini-dozers, mini-excavators, and mini-skid steers. Mechanized equipment including cutting blades or attachments shall not exceed 72 inches in width unless approved by the Construction Manager. Removing trail anchors, such as trees that define the sides of the trail, to allow the mechanical equipment to move more freely and efficiently will not be allowed. Visual damage to vegetation, whether woody or herbaceous, must be avoided outside the trail corridor. Use and types of mechanical equipment will need Construction Manager approval prior to construction.

Selected Builders are expected to be well versed in the equipment needed to build high quality trails. In general, the intent is to use equipment that will limit the footprint of disturbance within the immediate trail construction area only. Generally accepted equipment includes:

- Mini dozers – such as Ditch Witch SK650 Mini Skid Steer, Sutter 300 and 500, or SWECO 450 and 480.
- Mini excavators of similar width to the mini dozers – such as Bobcat 323, Caterpillar 301.6, Kubota U15, etc.;
- Tracked mini crawler carriers – such as Canycom BFP602 or Canycom S100 crawlers.

Equipment a Builder will have available should be defined on the Price Schedule



available line items.

C. TRAIL TREAD CONSTRUCTION

The Builder shall typically follow these basic steps to construct a full bench cut sustainable trail, including:

- a. **Excavating the tread** — cutting the entire specified trail width into the side slope; excess soil shall be broadcast down slope of the trail (failure to disperse material down slope and away from the trail tread will not be allowed).
- b. **Cutting the backslope** — which shall be compacted and naturally blend into the slope above the trail; maximum backslope shall be at natural angle of repose, but not exceed 45-degree angle unless approved by Construction Manager.
- c. **Outslope the tread** — at typically 5 percent to ensure proper sheet flow of water across the trail tread, rather than down the trail tread; where the existing surface sideslope is less than 5 percent, the outslope shall conform to the existing sideslope; removed material shall be broadcast down slope of the trail in a thin layer; the critical point where the trail tread meets the downhill slope shall be rounded and well compacted.
- d. **Fine rake and compact the tread** — the entire width of the trail tread shall be evenly raked and then compacted by mechanized equipment furnished by the Builder; soil compaction shall be completed with adequate soil moisture content to ensure proper compaction; fine raking shall leave the trail tread flat and even, with no areas for water runoff to pocket.
- e. **Finish the tread and trail corridor** — buck trees removed for the construction of the trail to lengths less than 6' and disperse more than 10' from trail edge, broadcast organic material originally raked off of the trail tread location down slope over the loose soil from the tread excavation; 'leave no trace' principles will apply; the area adjacent to the trail shall be restored to appear undisturbed; restoration of disturbed areas shall include but not be limited to raking and leveling disturbed soil adjacent the trail tread, spreading leaves and other similar organic material over exposed soil, and removing all evidence of construction and equipment.

D. IMPORTANT TRAIL CONSTRUCTION EXPECTATIONS/REQUIREMENTS

The Builder shall meet the following expectations and requirements for trail building:

- a. **Surface water control features** — the trail shall use rolling contour or grade system, with the trail traversing hills or side slopes and incorporating natural grade reversals (which are typically required every twenty (20) feet to fifty (50) feet; if a grade reversal is not feasible, other surface water drainage structures at the same frequency to minimize the effects of water flow and erosion shall be



required, such as limited rolling grade dips and knicks; the Builder is expected to be fully versed in trail building techniques commonly used to prevent trail erosion and ensure long-term sustainability.

- b. Storm water and sediment control** –Any trail construction and associated construction activities will be required to follow the Redhead Mountain Bike Park’s Stormwater Pollution Prevention Plan (SWPPP). The SWPPP identifies best management practices (BMPs) that are designed to minimize erosion and sediment movement during construction. Additional sediment and erosion control prevention measures may be requested at any point by the construction manager (such as silt fence, biologs, erosion control blanket, or other erosion control measures). Additional precautions and redundancies may be needed when construction activity is near water.
- c. Trail grades** — shall not exceed guidelines as defined in referenced manuals, typically not exceeding ten percent (10%) unless approved by Construction Manager; all trail grades will be assessed during flagging, with soils and site-specific conditions being major factors in determining maximum grades for a given location; all trails grades must be sustainable, as determined by the Construction Manager.
- d. Trail building techniques** — the Builder is expected to be fully versed in the techniques used to build fun yet sustainable MTB trails; this includes, but is not limited to, understanding and applying rolling grades, inslopes/outlopes, bermed turns, knicks, grade reversals, ramps, rock features, choke points, climbing/descending turns, water diversions, etc.
- e. Trail difficulty ratings** — the Builder shall be fully versed in common trail difficulty ratings, and is expected to be able to implement construction of trails and features consistent with those ratings; that said, opportunities to expand the potential use of a given trail (i.e., “blur the lines” of traditional ratings) through insightful design and trail building will be a major objective of building certain trails.

The Construction Manager will be responsible for coordinating and overseeing the daily activities of all the Builders to ensure the work effort is efficient and effective. The Construction Manager will work daily with Builders to ensure good communication and performance evaluation, recognizing that miles of trails built is only one of many factors in judging overall performance.

Builders determined to be underperforming will be given a formal written assessment and defined timetable for improvement. Failure to improve may be cause for cancellation of Contract. Factors that will be considered include (but not limited to):

- Poor performance on building quality trails
- Poor production (miles of trail/features built)



- Actions detrimental to the performance of other Builders, and/or unwillingness or incapability of completing trail building tasks being encountered
- Any unlawful or irresponsible activity detrimental to the project and/or public health, safety, and welfare of the public
- Unauthorized replacement of crew leaders or crews in general failure to show up on scheduled work days – factoring in weather delays, etc.
- Failure to adhere to project permitting requirements (e.g. stormwater controls)
- Failure to accept verbal or written direction from Owner and/or Construction Manager



SECTION 4: CONTRACTOR RESPONSIBILITIES, REQUIREMENTS, SPECIAL TERMS & CONDITIONS, and INSURANCE

CONTRACTOR RESPONSIBILITIES

SUBCONTRACTING. This Contract may not be sub-contracted in whole or in part.

Wages. Responder's pricing shall adhere to Minnesota State Prevailing Wage requirements due to state funding.

Prevailing Wage. Refer to <https://dli.mn.gov/business/employment-practices/prevailing-wage-information>

All State funded or partially State funded work against this contract is subject to the prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

The Contractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, via email as attachments, to the City. sskraba@ci.chisholm.mn.us

The Contractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within fourteen (14) days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at <http://www.mmd.admin.state.mn.us/mn02000.htm> . No other payroll forms will be accepted to meet this requirement.

The Contractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF format. The subject line of the email must provide the company name, contract/purchase order number, and pay period ending dates.

The Department of Labor and Industry has a web page with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/ls/FaqPrevWage.asp> . For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

Hourly and Daily Rates: The Responder's pricing shall include all costs associated with that line item. Daily and hourly rates shall include, but is not limited to all wages and labor costs, equipment, and power/hand tools normally associated with trail building, fuel, maintenance, government taxes, overhead, complete insurance coverage of employees, property damage, public liability insurance, payment, and performance bonds, etc. Daily and hourly rates for rental equipment should be based on a minimum 40-hour (one week) rental rate, where applicable. In cases where larger equipment is needed, its use will be scheduled to coincide with enough need to meet this minimum time requirement.

Unique Materials & Supplies. The use of additional unique materials and supplies may be required



during the project. This includes wood for bridges and features, culverts of various shapes and sizes, seed and mulch, erosion control materials, etc. Requests for reimbursement for unique materials, supplies and equipment will only be considered with written notice prior to approval from the CM or Project Manager. If approved, the Builder will be reimbursed for materials outside of normal daily operation of a crew on a cost-plus % markup basis. This will include the direct cost of the materials, any associated taxes, and delivery to the installation site, as well as the Builder's time to arrange, etc.

Competitive Pricing. The City reserves the right to require Builders to secure competitive bids for miscellaneous materials being furnished on a cost plus % markup basis. If the Builder is required to secure competitive bids for materials, the City may request to review documentation to verify that competitive procurement practices have been used.

State Excise and Use Tax. The responder is understood to have included in their response prices any applicable State or Federal sales, excise or use tax on all materials, supplies and equipment that are to be utilized.

Mobilization. Mobilization costs are intended to cover the one-time cost for the Builder to mobilize crews and get equipment to Redhead for work to begin thereafter as defined in the Builder's work schedule.

Land Agreements, Licenses, and Permits. All necessary land agreements, licenses, and permits is the responsibility of the City of Chisholm. Coverage under a state-wide general Construction Stormwater Permit is required, as well as development of a SWPPP and inspections. The permit and SWPPP will be obtained by Barr Engineering and the inspections will be done by the CM and/or Barr. Contractors must be prepared to meet the requirements of the SWPPP and general permit.

Requirements For Insurance. Successful Responders will be required to furnish certificate(s) of insurance for the coverages named in the Construction Insurance Requirements of this solicitation.

Payment and Performance Bonds. The Contractor must have the capability to provide a payment and performance bond per project (furnish equipment and installation) that is quoted \$100,000.00 or greater per Minn. Statute 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Oblige.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties.



There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Contractor shall be responsible for getting the consent, and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as the bonds issued by the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

WORK PLANS

Prior to issuing a Purchase Order and commencing work, the Builder will be required to review and agree to a Work Plan prepared by the City, Project Manager, or Construction Manager. The City may provide a drawing(s) for their individual project if required by the Work Plan. Builders shall take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. Ignorance of site conditions will not be the basis for any change order request.

The City and the Builder may negotiate changes to the Work Plan prior to issuing the Purchase Order. The Work Plan, once approved by the City, becomes part of the resulting Purchase Order. The City may solicit Work Plans from multiple Builders.

OTHER SPECIAL TERMS & CONDITIONS:

PRICE REDUCTIONS. A Builder may offer additional discounts from their established contract prices (Price Schedules) when providing a Work Plan for a project. Additional available discounts may result from site/project bundling, quantity discounts, available promotional discounts, etc.

CHANGE ORDERS. The Builder can only proceed with work beyond the work authorized by a Purchase Order if the City has approved the change and a Change Order is being issued. The City may authorize a Change Order in writing or verbally. Verbal changes must be followed up with a written Change Order.

PAYMENT. The payment for all orders will only be made after all work has been accepted as satisfactory by the ordering entity. Each invoice should at a minimum include:

- Builders Name
- Invoice Number
- Invoice Date
- Invoicing Period (Period of time that work was started and completed on project)
- Itemized list of all work performed per the Contract pricing and work plan including any add/deducts and change orders
- Materials list, percentage mark-up and total materials billed
- Rental equipment description and total materials billed



- Mobilization (if billed)
- Total for invoice

BUYING “OFF” CONTRACT. The Contract does not prohibit the City from using their delegated purchasing authority to procure similar goods and services from other Builders. At the City’s discretion, the City’s qualified personnel may do their work even though it may be covered by the Contract.

ADDITIONAL SERVICES OR CHANGE IN CONTRACT SERVICES. During the contract period, the City reserves the right to request pricing for and add to the contract additional items or related services or to competitively bid additional services or products. The City reserves the right to participate in other contracts by Minn. Stat. § 471.59 for procuring these goods and/or services that may be covered by these contracts.

COORDINATION OF WORK. No work shall begin until the Contractor has received a purchase order. The purchase order will be presented to the Contractor by an authorized representative from the City. Upon written request, the Contractor shall submit a tentative work schedule in writing to the City for approval prior to starting work.

DELAYS. The Contractor shall notify the City immediately of any prospective delays in the completion of the projects. Such notice shall be given in writing as soon as the Contractor recognizes the prospect of delay. The City must approve all such requests. The City may require or the Contractor may make a written request (describing the nature of the proposed change) for certain changes in the scope of work described in a purchase order. If the City agrees to the changes and the costs for the changes, a Change Order will be issued. Change Orders will only be considered if they are based on materially different work conditions that could not have been expected from available information at the time the original purchase order was issued. Verbal authorizations for a Change Order must be followed up with a written Change Order as soon as possible.

NON-MINNESOTA CONTRACTORS. Minn. Stat. § 290.9705 requires public entities to deduct and withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed \$50,000. The statute allows for an exemption of this requirement under specific circumstances that are listed in the “Reason for Exemption” section of the Exemption from Surety Deposits for Non-Minnesota Contractors Form (see link below). The Contractor must file a separate application for exemption for each contract.

In order to formalize this exemption, you must, prior to being sent a Contract, complete this Form available at http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf , and submit to Minnesota Revenue. If approved, provide the Owner with a copy executed by Minnesota Revenue. The address to send the form for execution is:

Minnesota Revenue
Mail Section 5410
St. Paul, MN 55146-5410

RIGHT TO INSPECT AND CORRECTION OF WORK. Any work performed that is not in conformance with the specifications of the Contract, or the legal requirements governing the work, shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Contractor’s expense so as



to conform to the Contract. If the City determines that the work being performed by the Contract is not in strict conformance with the Contract, the City shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract and no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension.

DAMAGE. At its expense, the Contractor shall promptly remedy and repair all damage or loss to any property caused by the Contractor. The Contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond its control relating to acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, floods, or other acts unforeseen, or other situations beyond the Contractor's control. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of the City. The Contractor shall not be held liable for back charges if the delay of response time is caused by strikes, any preference or priority allocation order issued by the government, or any unforeseeable cause beyond the Contractor's control, or any cause the City determines justifies the delay.

UTILITIES. Contractor shall protect above and below grade utilities and shall contact Gopher One Call at (website: www.gopherstateonecall.org, 1-800-252-1166 or 811) to locate on-site utilities. Contractor shall provide the ordering agency with the Gopher State One Call locates confirmation number.

CONDUCT. All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the City shall be replaced immediately. The City reserves the right to reject any employee.

ADMINISTRATIVE PERSONNEL CHANGES. The Contractor must notify the City of changes in the Contractor's key administrative personnel, in advance and in writing. Any employee of the Contractor who, in the opinion of the city of Chisholm, is unacceptable, shall be removed from the project upon written notice to the Contractor. In the event that an employee is removed pursuant to a written request from the City, the Contractor shall have 10 working days in which to fill the vacancy with an acceptable employee.

REMOVED ITEMS AND CLEAN-UP. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the work, the Contractor shall remove and legally dispose of waste materials, rubbish, the Contractor's tools, equipment, machinery, and surplus materials from and about the project premises and surrounding area daily. The cost of cleanup performed by the City as a result of the Contractor's failure to provide the cleanup required by this solicitation shall be deducted at the actual cost to the City from the Contract sum.

When removal and disposal of non-hazardous debris is performed on a job site, receipt for disposal and manifest documentation must be included with the final invoice.

SAFETY. The city of Chisholm agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the City may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on



projects for unsafe practices, violations of the Contract procedures, or other problems. The Contractor shall take all reasonably necessary steps to provide for the safety of, and prevent damage, injury, or loss to:

1. All persons
2. Buildings and all other real or personal property at the work site.
3. All equipment at the building, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the City if, during the term of the Contract, the Contractor observes or otherwise learns of any conditions which:

1. In the Contractor's judgment, poses a threat to the safety of person or property;
2. Adversely affects the equipment; or
3. Is in violation of any applicable codes or regulations.

WORKMANSHIP AND LICENSES. Employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing. All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota

FIRE SAFETY INSTRUCTION FOR CONTRACTORS. Contractors are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include, but are not limited to, building codes, electrical codes, safety codes, and owner's personnel/property protection codes. Contractors are responsible for obtaining the owner's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.

HAZARDOUS MATERIALS. If hazardous materials are suspected or discovered during work operations, stop work and notify the ordering State agency, the City. Hazardous materials include, but are not limited to, asbestos containing materials, lead, PCB's, pollutants, contaminated soil, and mercury. Do not proceed with work until a written notice to continue work on the project is received by the City.

CONSTRUCTION INSURANCE REQUIREMENTS. The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contractor or by anyone directly or indirectly employed under this Contract.

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the city of Chisholm has approved such insurance. The Contractor, under this Contract, can provide applicable services to the City hereinafter referred to as Owner. All policies shall remain in force and effect throughout the term of the Contract.

REQUIREMENTS FOR THE CONTRACTOR. The Contractor's policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the city of Chisholm with respect to any claim arising out of this Contract.



The Contractor is responsible for payment of Contract related insurance premiums and deductibles. Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

Certificates of Insurance acceptable to the City shall be submitted prior to commencement of the work under this contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the city of Chisholm within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the City.

NOTICE TO THE CONTRACTOR. The failure of the City of Chisholm to obtain Certificate(s) of Insurance, for the policies or renewals thereof or failure of the insurance company to notify the City of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and the Owner retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, all insurance policies must be open to inspection by the City, and copies of policies must be submitted to City's authorized agent upon written request.

The insurance and insurance limits required herein shall not be deemed as a limitation on the Contractor's liability with regard to the indemnities granted to the Owner under the contract.

NOTICE TO INSURER. The Contractor's insurance company waives its right to assert the immunity of the City as a defense to any claims made under said insurance. Contractor's insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claim payments based on any assumption that they are protected by immunity of the City.

Coverage under the General Liability policy(ies) of the Contractor will be as broadly construed for the Owner as is available to the Contractor.

The liability limits specified by the contract are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella or other basis, to the Additional Insured for any and all covered claims.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

A. Contractor shall provide workers' compensation insurance for all employees in accordance with the statutory requirements of the State of Minnesota and must include:



- a. Part 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits of not less than:
 - \$100,000 – Bodily Injury by disease per employee
 - \$500,000 – Bodily Injury by disease aggregate
 - \$100,000 – Bodily Injury by accident
- b. Coverage C: All States Coverage
- c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
- d. A waiver of subrogation in favor of the State of Minnesota, as Owner. If Contactor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

B. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contractor from MN Workers' Compensation requirements.

If, during the course of the Contract, the Contractor becomes eligible for Workers' Compensation, The Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the City of Chisholm with a certificate of insurance.

2. Automobile Liability Insurance:

The Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence combined Single Limit Bodily Injury and Property Damage

B. Coverages:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile
- Waiver of subrogation in favor of the State of Minnesota

3. Commercial General Liability:

The Contractor shall maintain insurance to cover claims arising from operations under this Contract, whether such claims are by the Contractor or by anyone directly or indirectly employed under this Contract.

A. Minimum Limits of Liability:



- \$2,000,000 - Per Occurrence
- \$2,000,000 - Annual Aggregate
- \$2,000,000 - Annual Aggregate applying to Products and Completed Operations
- \$50,000 - Fire Damage (any one fire)
- \$5,000 - Medical Expense (any one person per occurrence)

B. Coverages:

- Premises and Operations Bodily Injury and Property Damage
- Personal Injury & Advertising Injury
- Products and Completed Operations Liability
- Contractual Liability as provided in ISO form CG 00 01 04 13 or its equivalent.
- Pollution exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or equivalent
- Independent Contractors – Let or Sublet work
- Waiver of Subrogation in favor of the State of Minnesota
- Officers and Employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor’s negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

UMBRELLA OR EXCESS LIABILITY.

An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limit to satisfy the full policy limits required by the Contract.

Officers and Employees of the City of Chisholm shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor’s negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Appendices to RFP

1. Proposed Contractor Trail Development Map w/ segments/components identified
2. Pricing Schedule, City of Chisholm
3. Budgetary Worksheet, City of Chisholm
4. Greater MN Regional Parks & Trails Commission & IMBA Mountain Bike Trail Development Guidelines
5. DNR Trail Planning Design Development Guidelines
6. Guidelines for a Quality Trail Experience BLM & IMBA
7. MDHR Workforce Certificate Information Form