

**COUNTY OF FILLMORE**  
**DEPARTMENT OF HIGHWAYS**  
**PROPOSAL FOR AGGREGATE MATERIAL**  
**C.P. 23-17-02**

Separate sealed proposals will be received until 1:30 p.m. May 1, 2017 by the County Engineer in the office of the Fillmore County Hwy Dept., 909 Houston St NW, Preston, Minnesota 55965.

**BID FOR FURNISHING AND PLACING AGGREGATE MATERIAL**

**PROPOSAL OF:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City                                      State                      Zip  
  
\_\_\_\_\_  
Telephone No.

**NOTICE TO ALL BIDDERS:** In submitting a bid, you must return this complete proposal.

I certify that this proposal was prepared by me or under my direct supervision, and that I am a registered Professional Engineer under the laws of the State of Minnesota.

  
\_\_\_\_\_  
Ronald Gregg, P.E.  
Reg. No. 26799

Date: 3/30/2017

**COUNTY OF FILLMORE**  
**HIGHWAY DEPARTMENT**  
**PROPOSAL FOR AGGREGATE MATERIAL**

**C.P. 23-17-02**

**BIDDER** \_\_\_\_\_

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**(Telephone)**

To furnish and place 'Aggregate Material' for the 2017 requirements of the Fillmore County Highway Department. Bids will be received until 1:30 p.m. May 1, 2017. Bids shall be submitted for aggregate production and aggregate hauling on various roads in the County as listed.

Separate bids will be accepted and awarded for producing Aggregate Material at various quarry locations. This material is for the routine maintenance requirements and is to be hauled by County forces. The County reserves the right to award various contracts for the roadways without affecting any other part of this bid. The County also reserves the right not to award any or all line items in the Schedule of Prices. Bids submitted shall be good on all aggregate material required from May 2017 through April 2018.

The Aggregate Material shall conform to the Class 2 (modified) aggregate as listed in the 2005 Edition of the Minnesota Department of Transportation "Standard Specification for Highway Construction".

For this contract, contractors/suppliers shall provide scale tickets from a certified scale, as the loads are hauled.

Payment will be made by a verified account presented monthly to the County Engineer.

**Bidder's Bond and Performance Bond**

Bids must be accompanied by a certified check or corporate surety bond made payable to the Fillmore County Treasurer for at least 5 per cent of the amount bid for material and hauling. A performance bond for 100% of the amount bid will be required of each successful bidder for the hauled aggregate.

**FILLMORE COUNTY**  
**AFFIRMATIVE ACTION PROGRAM**

**B.M.S. 181 EMPLOYMENT: WAGES, CONDITIONS, HOURS, RESTRICTIONS**

**181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR PROHIBITED IN CONTRACT.** Every contract for or on behalf of the State of Minnesota, or any County, City, Town, Township, School, School District, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees;

(1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract hereunder, no contractor, material supplier, or vendor, shall by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States who are qualified and available to perform the work to which such employment relates;

(2) That no contractor, material supplier, or vendor shall in any manner, discriminate against, or intimidate, or prevent the employment of any such person or persons, or on being hired prevent or conspire to prevent any such person or persons from the performance of work under any contract on account of race, creed or color;

(3) Any violation of this section shall be a misdemeanor; and

(4) That this contract may be canceled or terminated by the State, County, City, Town, School Board, or any other person authorized to grant contracts for such employment, and all money due, or to become due hereunder, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

(1941 c 238; 1973 c 123 art 5 s 7)

We hereby certify that we will comply to the best of our ability with the standards of equal employment and anti-discrimination as cited in the Civil Rights Act of 1964 as amended in 1972 by the Equal Employment Opportunity Act.

Date \_\_\_\_\_ Contractor \_\_\_\_\_

Date \_\_\_\_\_ Contractor \_\_\_\_\_

**SPECIAL PROVISIONS**  
**FOR**  
**AGGREGATE MATERIAL**  
**FILLMORE COUNTY, MINNESOTA**  
**C.P. 23-17-02**

**SPECIAL PROVISIONS INDEX**

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I hereby certify that these Special Provisions were prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

\_\_\_\_\_  
 Ronald Gregg, P.E.  
 Reg. No. 26799

\_\_\_\_\_  
 Date: 3/30/2017

## SPECIAL PROVISIONS

### DIVISION A

#### A-1 SPECIFICATIONS WHICH APPLY

The State of Minnesota, Department of Transportation, Standard Specifications for Construction, 2005 Edition shall apply on this contract, except as modified or altered in the following Special Provisions.

### DIVISION S

#### S-1 (1101) ABBREVIATIONS

All references to AASHO or AASHTO publications as contained anywhere in the Contract Documents shall be construed to mean the American Association of State Highway and Transportation Officials publications as referenced.

#### S-2 (1206) PREPARATION OF PROPOSAL

The second sentence of 1206 is hereby deleted and the following is substituted therefor:

The bidder shall specify a unit price in the Schedule of Prices on any or all items, as he so chooses, and shall also show the product extensions of the respective unit price bid and the item quantity on the bid sheet as indicated.

#### S-3 (1301) CONSIDERATION OF PROPOSALS

The first paragraph of 1301 is hereby deleted and the following is substituted therefor:

After the proposals are opened and read, they will be considered on the basis of each line item and not on the summation of the products of quantities and unit bid prices. In case of a discrepancy between a unit bid price and the extension, the unit bid price shall govern.

#### S-4 (1302) AWARD OF CONTRACT

The provisions of 1302 are supplemented by the following:

As a condition precedent to the award of Contract, the bidder shall furnish proof that he is in compliance with Minnesota Statutes Section 363, as amended by Laws of 1969, implementing the rules and regulations of the Minnesota Department of Human Rights. Completion of the certificate contained in this proposal will be considered acceptable proof.

The first sentence of the paragraph of 1302 is hereby deleted and the following is substituted therefor:

The award of contracts, if they be awarded, will be made within 30 Calendar Days after the opening of proposals to the lowest responsible bidder on each line item who complies with all prescribed requirements.

S-5 **(1404) MAINTENANCE OF TRAFFIC**

The provisions of 1404 are supplemented by the following:

Any project may be closed to through traffic, with the approval of the County Engineer and if properly signed by the contractor, but shall remain open to local traffic in accordance with the provisions of 1404.

S-6 **(1803) PROSECUTION OF WORK**

The provisions of 1803 are modified to the extent that the "Progress Schedule" (bar chart or critical path diagram) referenced in 1803.1 and elsewhere will not be required on this Project. This shall, however, in no way lessen the Contractor's responsibility for (1) providing the Engineer with the notifications required by the provisions of 1803.2; and (2) prosecuting the work diligently, as required therein, so as to assure satisfactory progress towards a timely completion of the Project.

S-7 **(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

The Contract Time will be determined in accordance with the provisions of 1806 and the following:

Work shall not be performed on weekends or holidays, or as directed by the County Engineer. This shall be without exception.

Work involving the furnishing and hauling of aggregate materials may be started **June 5, 2017**. All of this work shall be completed by **August 10, 2017**.

The County and the Contractor shall schedule when material is to be hauled. The Contractor will be required to give Fillmore County seven (7) days notice prior to hauling rock.

S-8 **(1807) LIQUIDATED DAMAGES**

The provisions of 1807 are hereby changed to read: Liquidated Damages will be assessed after the date specified for completion in S-7 above. Damage will be assessed at \$500.00 per work day (Mon – Fri) until completed.

S-9 **(1903) COMPENSATION FOR INCREASED OR DECREASED QUANTITIES**

The provisions of 1903 are hereby deleted. No extra compensation will be allowed for an increase or decrease in quantities.

S-10 **(1906) PARTIAL PAYMENTS**

Partial payments will be made according to weigh tickets in possession, or verified load counts with proper conversions. Payments will be made at 95 percent of the value of the completed work, with the retainage payment made at the completion of this Contract.

S-11 **(2051) MAINTENANCE AND RESTORATION OF HAUL ROADS**

Transport of materials for the purposes of the Contract shall be governed by the provisions of 2051.

S-11.1 The first paragraph of 2051.4 is hereby deleted and the following substituted:

While hauling operations are in progress, the Contractor shall maintain all haul roads in a condition satisfactory to the Engineer. Depending on the conditions, the Engineer may require the Contractor to spread water or calcium chloride on the road surface fronting farmsteads and residences along the haul roads. Payment for the application of water or calcium chloride by the Contractor shall be incidental to the Contract.

S-11.2 The first, second and fourth paragraphs of 2051.5 are hereby deleted and the following substituted:

The Contractor shall be responsible for notifying each township of roadways utilized for its hauling operations prior to doing any work. There shall be proper restoration of any township road(s) used for the transportation of any sand, gravel or other road building materials. The roadway shall be in an acceptable condition, or the Contractor will reimburse the Township for restoration of that road to as good condition as it was prior to that transportation. The cost of performing this restoration shall be entirely at the contractor's expense. There shall be no direct compensation made therefore.

S-12 **(2118) AGGREGATE SURFACING**

All material furnished under this Contract shall be in accordance with the requirements of 2118 and the following:

Aggregate Surfacing shall be Class 2 (Mn/DOT Specification 3138); except, the total percent passing the No. 200 sieve shall be modified to 8-15 percent. Aggregate surfacing shall be hauled to the designated areas and placed as directed by the Engineer. All loads shall have a scale ticket from a certified scale.

The Contractor, when operating, shall haul and place a minimum of 1,000 tons per day. It is the Contractor's responsibility to haul 'legal' loads. Overweight vehicles shall be subject to State Law enforcement.

The County will perform the final spreading operations.

S-13 **CONTRACTORS' AND SUBCONTRACTORS' INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County of Fillmore, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

S-13.1 **PROOF OF INSURANCE:**

The Contractor shall furnish the County of Fillmore with a 'certificate of insurance', showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County of Fillmore."

S-13.2 **LIMITS OF INSURANCE:**

Workmen's Compensation:	As required by law
Comprehensive General Liability:	Each Person      \$1,000,000.00
Comprehensive Property Damage:	Each Occurrence      \$500,000.00
Automobile Public Liability & Property Damage Insurance Owned & Non-Owner Vehicles:	Each Occurrence      \$500,000.00



**SCHEDULE OF PRICES**

\*\*\*\*\*  
 BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH  
 ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS,  
 SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.  
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**MATERIAL TO BE SUPPLIED AND PLACED BY CONTRACTOR**

Road Number	Description and Miles	Approximate Quantities	UNIT PRICE	AMOUNT
CR 106 *	In the City of Rushford Village TH 43 west 2.6 miles <b>2.6 miles</b>	1755.0 Tons		
CR 115 *	In Canton Twp Section 32 & 33 & Amherst Twp Section 4 & 5 <b>3.6 miles</b>	2430.0 Tons		
CSAH 30	CSAH 15 to 295 <sup>th</sup> Ave in Bristol & Harmony Twps <b>4.3 miles</b>	4063.5 Tons		
CSAH 19	CSAH 12 to 180 <sup>th</sup> St/CSAH 16 Preston & Amherst Twps <b>3.4 miles</b>	3213.0 Tons		
CSAH 18	CSAH 23 to TH 43 Preble & Amherst Twps <b>5.0 miles</b>	4725.0 Tons		
CSAH 12	TH 63 to CSAH 1 Spring Valley & Bloomfiled Twp line <b>2.0 miles</b>	1890.0 Tons		
CSAH 12	CR 118/CSAH 11 to Blktp 12 Carimona Twp <b>3.0 miles</b>	2835.0 Tons		
CSAH 16W	CSAH 17 to TH 52 Preston Twp <b>3.5 miles</b>	3307.5 Tons		
CR 105 *	TH 30 to Deep River Rd Arendahl Twp <b>5.0 miles</b>	3375.0 Tons		
CSAH 13 *	TH 43 to Houston Co Line Preble Twp <b>6.1 miles</b>	4117.5 Tons		

\*Roads with (\*) are calculated on 675 ton per mile  
 NOTE: The bid will be awarded based on what is in the best interest of Fillmore County.  
 The County has the right to refuse any and all bids.

**SCHEDULE OF STOCKPILE PRICES**

\$ \_\_\_\_\_/Ton CI-2 Aggregate placed in stockpile (minimum of 1000 tons) by Contractor.

Add: \_\_\_\_\_/Ton for Contractor loading County trucks from stockpile.

**LIST STOCKPILE and PIT LOCATIONS:**

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Date: \_\_\_\_\_

Bidder \_\_\_\_\_

By: \_\_\_\_\_

City                      State                      Zip

Telephone \_\_\_\_\_

**2017 AGGREGATE MATERIAL PROPOSAL**

**LIST OF BIDDERS/SUPPLIERS RECEIVING PROPOSALS**

Bruening Rock Products  
PO Box 127  
Decorah, IA 52101  
(563)382-2933

Milestone Materials  
Division of Mathy Construction  
PO Box 507  
Onalaska, WI 54650  
(608)783-6411

Orval Sorum & Sons  
34123 Old Homer Rd  
Winona, MN 55987  
(507)454-3170

Kruckow Rock Products  
404 Whose Ln  
Caledonia, MN 55921  
(507) 724-2888

Rochester Sand & Gravel  
4105 East River Rd NE  
Rochester, MN 55906  
(507) 288-7447

Koch, Inc.  
10361 State Hwy 56  
Leroy, MN 55951  
(507) 324-5746