

**Contract 01-2024
Lincoln County**

**Commonly Overlooked Items
OR
Items of Special Interest**

Below is a list of commonly overlooked items. The purpose of this list is to bring attention to some of these items. This list shall not be considered an all-inclusive list. The Contractor shall review the entire set of plans and Special Provisions.

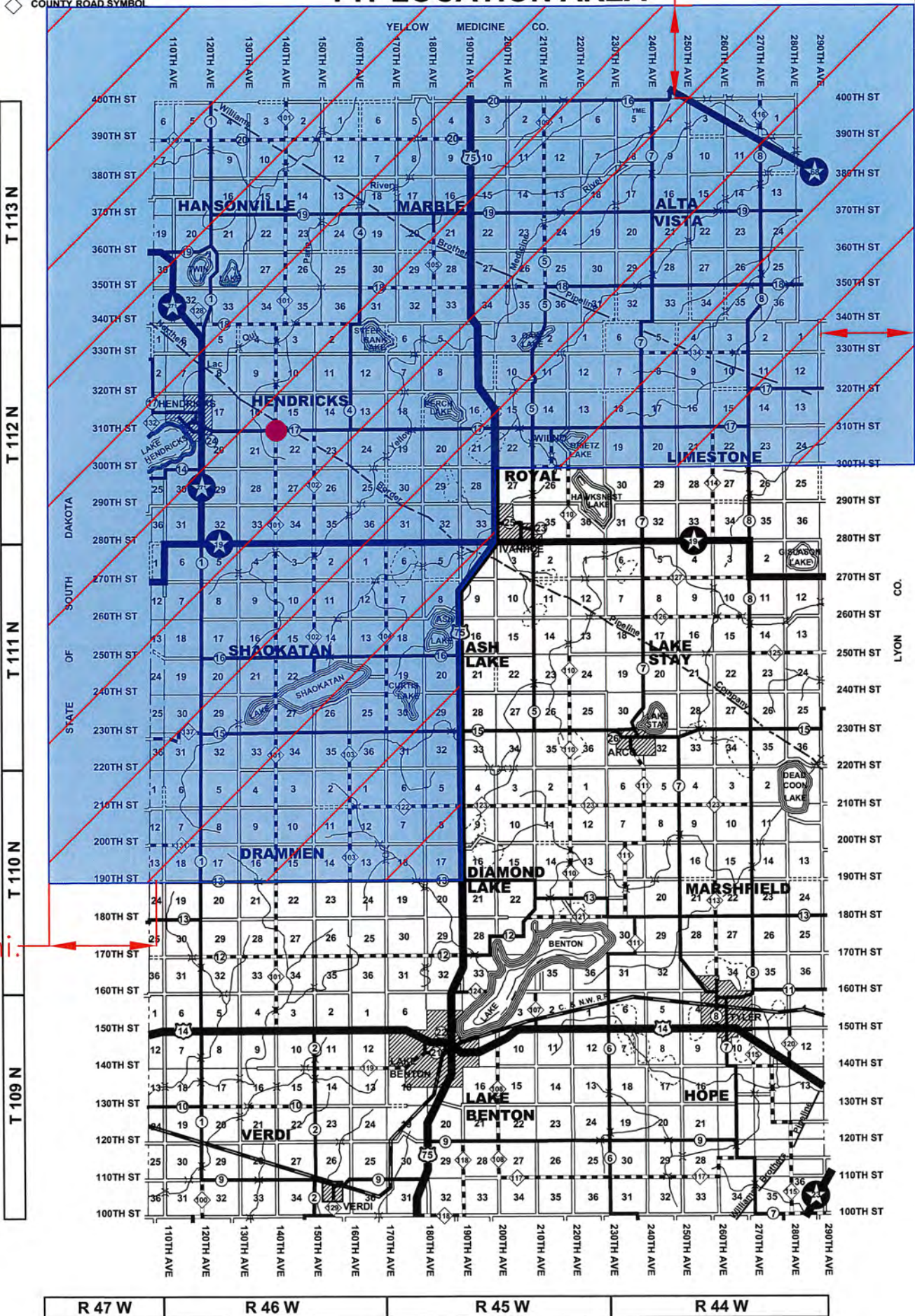
- Quotes will be accepted at the Lincoln County Highway Department located at 221 N. Wallace, PO Box 97, Ivanhoe, MN until March 28, 2024 at 4:00 P.M.
- By signing and returning the schedule of prices you are agreeing to the terms of the request for quote.
- Items of interest in the Special Provisions
 - Materials to be crushed in a pit provide by the Contractor. The price bid shall be compensation in full for all tax, royalties due the pit owner, stripping overburden, crushing, stockpiling, providing ingress and egress, and finishing/restoration operations. Also see pit requirements (see Specification 1602)
 - Modified Contractor and Agency testing rates (see Specification 1603.2)
 - Completion Date of August 1, 2024 (see Specification 1806)
 - Quantities will be measured using Stockpile Volume. Survey measurements of the pile will be used for final payment. **See Provisions about the stockpile conversion factors.** (see Specifications 1901)
 - County Forces will survey pile upon notification of completion of work. (see Specification 1901-2211)
 - Class 5 material is to be used as a surfacing aggregate. (see Specification 3138)
 - Class 5 modified material has modified the No. 200 sieve specification to 8.0 – 15.0 percent passing. (see Specification 3138)



STATE TRUNK HIGHWAYS
 STATE AID OR COUNTY - HARD SURFACED ROADS
 STATE AID OR COUNTY - GRAVEL SURFACED ROADS
 TOWNSHIP ROADS
 COUNTY STATE AID ROAD SYMBOL
 COUNTY ROAD SYMBOL

LINCOLN COUNTY MN PIT LOCATION AREA

3 mi.



3 mi.

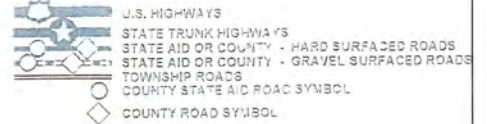
3 mi.

R 47 W R 46 W R 45 W R 44 W

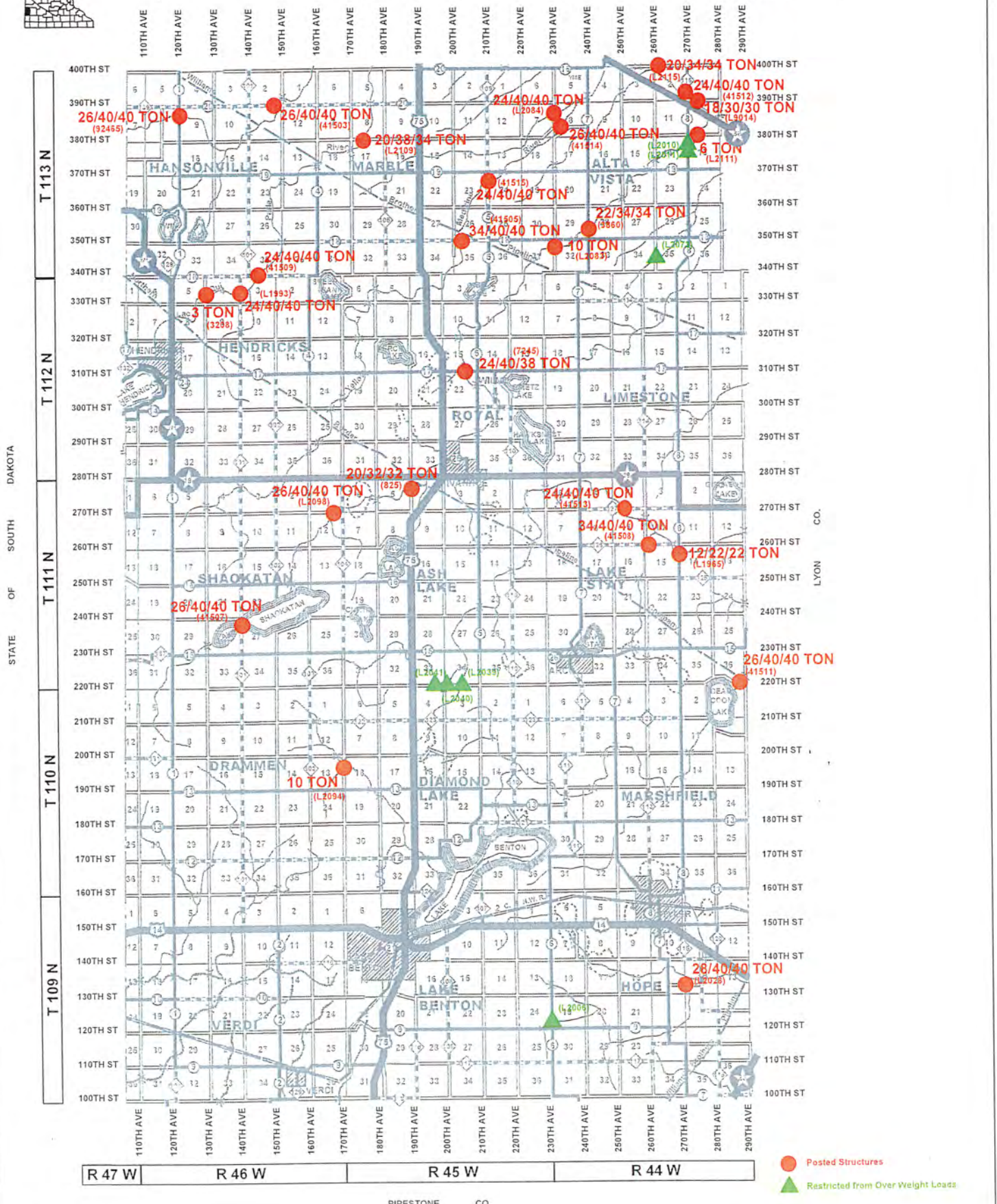


LINCOLN COUNTY MN

BRIDGES RESTRICTED FOR OVERWEIGHT LOADS



YELLOW MEDICINE CO.



Lincoln County
221 North Wallace Avenue
Ivanhoe, MN 56142

*****QUOTE*****

FOR HIGHWAY CONSTRUCTION AND MAINTENANCE PROJECTS WITH
QUOTES RECEIVED UNTIL 10:00 O'CLOCK A.M. ON FRIDAY, MARCH 28, 2024
AT THE LINCOLN COUNTY HIGHWAY DEPARTMENT, 221 N WALLACE AVE, IVANHOE, MN 56142
ALL PRICE QUOTES WILL BE OPENED, TABULATED, AND PRESENTED TO THE LINCOLN COUNTY BOARD
AT THEIR MEETING ON APRIL 2, 2024.

PROPOSAL OF

(NAME OF FIRM)

(ADDRESS)

(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION" (USING English UNITS), ON FILE IN THE OFFICE OF THE COMMISSIONER OF TRANSPORTATION EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS, WHICH ARE PART OF THIS REQUEST FOR QUOTE, FOR:

CONTRACT NO. **01-2024**

LINCOLN COUNTY PROJECTS: **2024 Gravel Crushing**

LOCATION: Lincoln County (See Map)

TYPE OF WORK: Aggregate Crushing and Stockpiling

LENGTH: N/A

STARTING DATE: April 16, 2024

COMPLETION DATE: August 1, 2024

**SPECIAL PROVISIONS FOR
CONTRACT 01-2024**

LINCOLN COUNTY

SPECIFICATIONS AND SPECIAL PROVISIONS

CONTACT INFORMATION

Direct questions about this Project, including pre-bid questions, shall be directed to the following:

Joseph Wilson, County Engineer, Ph. 507-694-1124, email jwilson@co.lincoln.mn.us

*Lincoln County Highway Dept
221 N Wallace
P.O. Box 97
Ivanhoe, Minnesota 56142
Phone (507) 694-1464
Fax (507)694-1101*

GOVERNING SPECIFICATIONS

The 2020 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction” shall apply on this Contract except as modified or altered in the following Special Provisions.

(1401) INTENT OF CONTRACT
REVISED 9/2023

The provisions of MnDOT 1401 are supplemented and/or modified with the following:

MnDOT 1401.1 is hereby deleted from the MnDOT Supplemental Specifications.

As a condition to the approval of the Contract, the bidder must provide to Lincoln County a “Gravel Stockpile Agreement” (see form attached) signed by the Pit owner.

For the purpose of awarding this contract, preference will be given to the pit location within the pit location map based on the distance from the intersection of CSAH 17 (310th St) and County Road 101 (140th Ave). This preference will be calculated using 25 cents per cubic yard for every mile the pit is located away from this intersection (measured by a straight line from the intersection to the pit stockpile location) and added to the bid price. This calculation is for award purposes only. No actual adjustment to the bid price will be made to the contract.

Pit locations outside the boarders of the pit location map will only be considered if deemed in the best interest of Lincoln County by the Lincoln County Board of Commissioners.

(1508) CONSTRUCTION STAKES, LINES, AND GRADES

Contractor will be need to provide a pit location.

(1602) NATURAL MATERIAL SOURCES

Aggregates shall be furnished in accordance with the provisions of Specifications 1602, 3138, 3139, 3149, 3601 and the following:

The Contractor shall crush 20,000 C.Y. within the Pit Location area shown on the enclosed map.

The Contractor will be required to obtain a gravel stockpile agreement on behalf of the County, granting the County the right to maintain a stockpile, ingress and egress, and to park machinery in the pit for a period for 5 years from the date of completion of this crushing contract. The Contractor shall also ensure the ingress and egress drive to the stockpile is of comparable condition to the gravel roads in the area to insure the county of access to the gravel during wet weather conditions. The price bid shall be compensation in full for all tax, royalties due the pit owner, stripping overburden, crushing, stockpiling, providing ingress and egress, and finishing/restoration operations.

(1603.2) SAMPLING AND TESTING

Sampling and Testing of material shall be in accordance with the provisions of specification 1603.2 Sampling and Testing and the following:

The first paragraph of MnDOT Standard Specification 1603.2 Sampling and Testing is hereby deleted and replaced with the following:

The Contractor shall test the material at the following minimum testing rates:

Gradation Testing at a rate of 1/1,000 tons stockpiled for the first 5,000 tons

Gradation Testing may be reduced 1 / 2,500 tons stockpiled after 5,000 tons

Crushing shall be tested once per source unless otherwise directed by the Engineer.

The Contractor shall submit a companion sample to the County for each gradation test taken. Contractor test results shall be submitted to the County by the end of the next day of production after the sample is taken. The number of tests required may be reduced by the Engineer if the tests are running consistent and uniform.

The County will perform verification testing as follows:

The County may choose to randomly take stockpile samples as outlined in the 2023 Grading & Base (Pavement Foundation) Manual to verify the Contractors quality of material. Testing to include gradations and percent crushing.

OR

If Contractor has a pile already crushed and set aside. Testing will still be required. Contractor will need to provide material certs. If issues come about when gravel is being placed, Lincoln County has the right test the material. If material in not meeting Lincoln County requirements Lincoln County will reject any more material and contract will be ended. Lincoln County will pay for material that was taken from pile.

(1806) DETERMINATION AND EXTENSION OD CONTRACT TIME

Revised 9/2023

Contractor must complete all Work to meet the requirements of 1516.2 (Project Acceptance) under this Contract be **completed on or before August 1, 2024.**

(1901) MEASUREMENT OF QUANTITIES

The following shall be added to MN/DOT 1901:

Quantities shall be measured using the stockpile volume (SV). Lincoln County will measure the pile within 7 days once crushing operations are completed. Past projects have had a stockpile volume conversion factor range of 1.53 Tons/CY to 1.66 Tons/CY when compared with belt scale values. These conversion factors are for information only as actual conversion factors may vary due to moisture content of material and variability of belt scales (ex. wind, calibration). Surveyed quantity will govern.

Or

If contractor has put up a pile already contractor will allow county to survey pile.

(3138) AGGREGATE FOR SURFACE AND BASE COURSES

The provisions of MnDOT 3138 are supplemented and/or modified with the following:

The Contactor shall produce Class 5 modified material to be used as a surfacing aggregate. (100% of the material shall pass the 3/4" sieve".)

Table 3138.1 is supplemented and/or modified with the following:

The percent passing the No. 200 sieve for Class 5 material is modified to 8.0 – 15.0.

County has the right to reject material that is failing. County will pay for material that they have hauled but contract will be ended.

FINISHING OPERATIONS

The Contractor shall not drain or deposit any fluids, including greases, oils, and hydraulic fluids in the pit area. All waste products from the project operation shall be contained and precautions taken so not to allow spills and leaks within the pit area. All waste products and containers shall be removed from the pit as soon as possible. No burning of any material will be allowed in the pit. Any waste products found after the Contractor has left the pit area will be removed at the expense of the Contractor and an additional charge of \$500 per occurrence will be deducted from the Contractor's final payment. If final payment has been made prior to the discovery of the waste products, the Contractor will be billed for the expense and applicable fine.

The contractor shall cleanup the pit/production area to the satisfaction of the Engineer and the equipment for doing such cleanup work shall not be removed from the pit until consent to do so has been received from the Engineer.

To Lincoln County Board of Commissioners:

According to the advertisement of Lincoln County inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of Lincoln County:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903 and 1402, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.

(I)(We) further propose to execute the form of Contract within 7 days after receiving written notice of award, as provided in MnDOT 1306.

(I)(We) further propose to furnish a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by Lincoln County.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to Lincoln County all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

2/26/2024

Contract No.: 01-2024

Lincoln County Highway Department
Schedule of Prices

Project Number: 01-2024
 Project Title: 2024 Gravel Crushing and Stockpiling
 Location: Lincoln County - NW County
 Work Type: Aggregate Crushing and Stockpiling

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.

Item No.	Description	Units	Quantity	Unit Price	Total Price
2021.501	MOBILIZATION	LUMP SUM	1		
2211.507	STOCKPILE AGGREGATE (SV) CLASS 5 MODIFIED	CU YD	20000		
Total					

Bidder Name: _____

Bidder Address: _____

Bidder Phone: _____

Bidder Signature: _____

Date: _____

GRAVEL STOCKPILE AGREEMENT

This agreement, made this _____ day of _____, 20____, by and between _____, hereinafter referred to as the Contractor, and by _____, herein after referred to as the Pit Owner.

The Pit Owner and Contractor hereby agree to grant Lincoln County the right to maintain a stockpile of gravel material with the privilege of ingress and egress, and parking machinery in the pit for a period of five (5) years from the completion of this crushing contract.

It is also hereby agreed upon to hold Lincoln County harmless and free from and obligation for maintenance and/or restoration of the pit and drive entrance/exit. All royalties and payments to the Pit Owner are the responsibility of the Contractor.

In witness whereof, both parties have hereunto set their hands the day and year hereinabove written.

Contractor signature

Pit Owner signature

Pit Location: Section _____ of _____ Township, County of _____