

**ADDENDUM NO. 1**

Little Floyd Lake Rock Arch Rapids  
Detroit Lakes, Minnesota  
Pelican River Watershed District

**Date of Issue:** March 18, 2024

**Date of Bid Opening:** March 28, 2024, at 1:00pm

**NOTICE TO ALL PLANHOLDERS:**

Please insert this Addendum into your copy of the project Contract Documents. **Please acknowledge the receipt of this addendum on your Proposal (Page 1.3-1 of the Contract Documents).**

The following changes and/or additions to the Contract Documents for the project are issued by the Engineer and shall have the same force and effect as though part of the original issue.

Liquidated damages has been revised to \$500 per calendar day in Section 1.2.10 of the Information for Bidders.

A reference for insurance requirements has been added to Section 1.2.06 of the Information for Bidders.

A reference for insurance requirements has been added to Section 1.4.04 of the Agreement.

**REVISIONS TO THE SPECIFICATIONS:**

1. Replace Section 1.2 Information for Bidders with revised Section 1.2 Information for Bidders, as enclosed.
2. Replace Section 1.3 Proposal with revised Section 1.3 Proposal, as enclosed.
3. Replace Section 1.4 Agreement with revised Section 1.4 Agreement, as enclosed.

All other requirements and stipulations of the plans and specifications shall remain in effect.

The receipt of this addendum shall be acknowledged in the Bidder's Proposal.

HOUSTON ENGINEERING, INC.

By: \_\_\_\_\_  
Ted Rud, PE

## SECTION 1.2

### INFORMATION FOR BIDDERS

1.2.01 PROPOSALS are requested for completion of the Little Floyd Lake Rock Arch Rapids Project, Pelican River Watershed District (PRWD), Detroit Lakes, Minnesota. The project includes the installation of rock riprap and other items in accordance with Drawings, Specifications, and other Contract Documents prepared by Houston Engineering, Inc., 1401 21<sup>st</sup> Avenue North, Fargo, North Dakota.

- a. Qualifications of Bidders: Each bidder must be prepared to submit, within five days of Owner's request, written evidence of previous similar work experience. The Owner may make such investigations, as deemed necessary to determine the ability of each individual bidder. The Pelican River Watershed District reserves the right to reject any bid if evidence submitted by or investigation of such Bidder fails to satisfy Owner that Bidder is qualified to complete work.
- b. Form: Each Proposal shall be made on a form prepared therefore by the Engineer and included as one of the Contract Documents and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.
- c. Modifications: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered. Where alternate proposals are called for, the Bidder must provide a bid on the specified alternates.
- d. Examination of Contract Documents and Visit to Site: Before submitting a Proposal, Bidders shall carefully examine the Drawings, read the Specifications and the other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract Documents. On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of bid.
- e. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.
- f. Withdrawal: Any Bidder may withdraw his Proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of Proposals.

- g. Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.
- h. Award or Rejection: The Contract will be awarded to the lowest and/or best qualified responsible Bidder complying with these instructions and with the Advertisement. The low bid may be determined by the lowest bid submitted as the “Total Base Bid” or “Total Base Bid” + “Total Alternative 1” whichever is to be awarded by the Owner. The Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner. The Owner reserves the right to hold all bids for a period of thirty (30) days after the date of opening thereof.

1.2.02 INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

1.2.03 ADDENDA: Any addenda issued during the time of bidding or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

1.2.04 BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

1.2.05 PROPOSAL GUARANTY: Each Proposal must be accompanied by a certified check or a bid bond acceptable to the Owner, in an amount equal to at least 10% of the Proposal for the “Total Base Bid”, payable without condition to the Treasurer of the PRWD as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. The Proposal Guaranties of all except the three lowest will be returned promptly after the canvas of Proposals.

1.2.06 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: The successful Bidders, simultaneously with the execution of the Contract, will be required to furnish a Contractor's Bond in an amount equal to one hundred percent (100%) of the Contract amount; said bond shall be secured from a surety company satisfactory to the Owner. Insurance requirements shall apply as detailed in Section 6.02 and Section 6.03 of the Standard General Conditions of Construction Contract (EJCDC) as well as SC-6.02 and SC-6.03 of the

Supplementary Conditions.

1.2.07 MATERIALS ESTIMATE: Contractors and suppliers are cautioned to make materials estimates from the Proposal and not from the Advertisement. Quantities listed on the Proposal are in complete detail.

1.2.08 GENERAL CONDITIONS OF THE CONTRACT (latest edition) copyrighted by Engineer's Joint Contract Documents Committee, as bound herewith, are hereby made a part of the Contract Documents.

1.2.09 COMPLETION DATE: All contract work must be completed by December 1, 2024, with the exception of Hydroseeding. Hydroseeding shall be completed by June 1, 2025. However, the contractor shall begin work on the project within 30 days of Notice to Proceed.

1.2.10 LIQUIDATED DAMAGES: If the Contractor fails to complete the work according to the terms of the Contract within the time specified, he shall pay the Owner the sum of \$500 per calendar day as liquidated damages.

1.2.11 NOTICE TO PROCEED: The Notice to Proceed shall be issued by the owner as soon as all permitting and other restrictions have been met. Contractor shall commence work within 30 days of a written Notice to Proceed.

1.2.12 DNR: DNR conditions require that no activity affecting the bed of the protected water be conducted between March 15 and June 15 without written approval of the Area Fisheries Manager (See Section 3.1.16).

1.2.13 PREVAILING WAGES: Prevailing wages apply as detailed in Section 1.6.

SECTION 1.3

PROPOSAL

Little Floyd Lake Rock Arch Rapids  
Pelican River Watershed District (PRWD)  
Detroit Lakes, Minnesota

1.3.01 STIPULATED AMOUNT: The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to complete the Little Floyd Lake Rock Arch Rapids, PRWD, Detroit Lakes, Minnesota, all in accordance with the Drawings, Specifications, and other Contract Documents prepared by Houston Engineering, Inc., 1401 21<sup>st</sup> Avenue North, Fargo, North Dakota, for the prices shown on the attached bid sheets.

1.3.02 KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

1.3.03 PROPOSAL GUARANTY: The Proposal Guaranty attached, without endorsement, in the sum of not less than ten percent (10%) of the amount of the Proposal for the "Total Base Bid", is furnished to the Owner as a guarantee that the Agreement will be executed and the appropriate Contractor's Bonds furnished within ten (10) days after award of the Contract to the Undersigned, or that the Undersigned will pay to the Owner the difference between the stipulated amount of this Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by this Proposal, provided that such payment shall be limited to the amount of the Proposal Guaranty.

1.3.04 EXECUTION OF AGREEMENT AND FURNISHING BONDS: Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the form of Agreement included as one of the Contract Documents, and to furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Amount.

1.3.05 EQUAL OPPORTUNITY: The Contractor in submitting a quote, agrees not to engage in any discriminatory employment practices, shall comply with the Americans with Disability Act of 1990, Minn. Stat. Ch. 363 (the Minnesota Human Rights Act), Minn. Stat. Ch. 177 (prevailing wages for state funded project), Minn. Stat. Ch. 176 (workman's compensation), and Minnesota Statutes, Sections 181.59-60 and all applicable rules and subsequent amendments.

1.3.06 ADDENDA: The Undersigned hereby acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____

**BID SHEET**

PELICAN RIVER WATERSHED DISTRICT

DETROIT LAKES, MINNESOTA

**BASE BID - LITTLE FLOYD LAKE ROCK ARCH RAPIDS**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		
2	CLEARING AND GRUBBING	LS	1		
3	FLOTATION SILT CURTIAN TYPE MOVING WATER	LF	70		
4	MODIFY EXISTING DAM	LS	1		
5	RANDOM RIPRAP CLASS II	CY	60		
6	RANDOM RIPRAP CLASS III	CY	120		
7	ROCK WEIR (36" TO 60" DIAMETER BOULDERS)	LF	65		
8	ROCK BOULDERS (36" TO 60" DIAMETER BOULDERS)	EA	4		
9	TOPSOIL IMPORT	CY	50		
10	HYDROSEEDING	LS	1		
11	BALSAM FIR TREE (2" TO 3" DIAMETER)	EA	4		
12	SUGAR MAPLE TREE (2" TO 3" DIAMETER)	EA	3		
13	BITTERNUT HICKORY TREE (2" TO 3" DIAMETER)	EA	1		
14	CANADA PLUM TREE (2" TO 3" DIAMETER)	EA	1		
15	PRAIRIE CRABAPPLE TREE (2" TO 3" DIAMETER)	EA	1		
<b>TOTAL BASE BID</b>					

**ALTERNATIVE 1 - LITTLE FLOYD LAKE CULVERT INSTALLATION**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16	18" CORRUGATED METAL PIPE	LF	20		
17	18" STEEL FLAP GATE	EA	1		
<b>TOTAL ALTERNATIVE 1 BID</b>					

1.3.07 CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete all contract work by December 1, 2024, except for Hydroseeding. The Undersigned agrees to complete Hydroseeding by June 1, 2025. Work on the project will commence within 30 days of Notice to Proceed.

DNR conditions require that no activity affecting the bed of the protect water be conducted between March 15 and June 15 without written approval of the Area Fisheries Manager (See Section 3.1.16).

1.3.08 CERTIFICATION OF COMPLIANCE OF RESPONSIBLE CONTRACTORS: This provision applies only to projects that are estimated to exceed \$50,000.

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3. Any prime contractor, subcontractor or motor carrier who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, clauses (1) to (6), or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor, subcontractor or motor carrier that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor, subcontractor or motor operator that makes a false statement. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers pursuant to subdivision 3, clause 7.

The following is a list of the first-tier subcontractors and motor carriers retained to work on this project and, prior to the execution of a construction contract for this project, I will provide a supplemental verification under oath confirming that I have obtained responsible contractor certificates from each for this project:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signing this statement, I, \_\_\_\_\_ (typed or printed name), \_\_\_\_\_ (title) certify that I am an owner or officer of the company listed in Section 1.3.12 below and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
(owner or officer of the company)

1.3.09 NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

Project: Little Floyd Lake Rock Arch Rapids

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn,  
(Name of Person Signing this Affidavit)  
do depose and say:

- (1) that I am the authorized representative of  
\_\_\_\_\_  
(Name of individual, partnership or corporation submitting this proposal)  
and that I have the authority to make this affidavit for and on behalf of said bidder;
- (2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;
- (3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal, and will not be communicated to any person who is not an employee or agent of the bidder or of the said surety prior to the official opening of the proposal, and
- (4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_  
Bidder or his authorized representative

1.3.10 OWNER'S RIGHTS RESERVED: The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner.

1.3.11 Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this contract is subject the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and 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.

1.3.12 THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

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CONTRACTOR

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BY

TITLE

---

BUSINESS ADDRESS

---

CITY

STATE

ZIP CODE

---

DATE

*NOTE: Ensure that your proposal meets the PROPOSAL GUARANTY (Section 1.3.03), CERTIFICATION OF COMPLIANCE OF RESPONSIBLE CONTRACTORS (Section 1.3.08) and NON-COLLUSION AFFIDAVIT (Section 1.3.09).*

SECTION 1.4

AGREEMENT

1.4.01 THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Pelican River Watershed District, Detroit Lakes, Minnesota, hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the CONTRACTOR,

WITNESSETH, that whereas the OWNER intends to complete the Little Floyd Lake Rock Arch Rapids Project, Pelican River Watershed District, Detroit Lakes, Minnesota, hereinafter called the PROJECT, in accordance with the Drawings, Specifications, and other Contract Documents prepared by Houston Engineering, Inc., 1401 21<sup>st</sup> Avenue North, Fargo, North Dakota.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

1.4.02 THE CONTRACTOR agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the completion of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda: \_\_\_\_\_, and as awarded on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, including items of work: \_\_\_\_\_, as shown in the schedule of prices bid in the attached Proposal.

- a. **Contract Time: All contract work shall be completed by December 1, 2024, with the exception of Hydroseeding. Hydroseeding shall be completed by June 1, 2025.** The Contractor will provide the Owner a proposed schedule to meet the Contract Time upon receipt of Notice to Proceed. DNR conditions require that no activity affecting the bed of the protected water be conducted between March 15 and June 15 without written approval of the Area Fisheries Manager (See Section 3.1.16 of the Special Conditions).
- b. **Subcontractors:** The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner.
- c. All work required in carrying out this Contract shall be performed in compliance with the laws of the State of Minnesota.
- d. The Contractor shall at all times observe and comply with all Federal, State, and local government laws, regulations, and ordinances which affect the conduct of this work. The Contractors shall be solely responsible for all claims and liabilities

arising from or based upon the violation of such laws, regulations, and ordinances whether by himself/herself or his/her employees.

- e. All construction methods and tools shall comply with commonly accepted standards for safety and health of personnel engaged on construction, including but not limited to Federal Occupational Safety and Health Regulations for Construction; the Division of Environmental Health, the Minnesota Department of Health; the Minnesota Pollution Control Agency; the Department of Natural Resources; the Minnesota Department of Transportation, Division of Highways; the Minnesota Industrial Commission and ordinances of Becker County that apply to this work.

1.4.03 THE OWNER AGREES to pay and the Contractor agrees to accept, in full payment for the performance of this Contract, the Contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

in accordance with the provisions of the Contract Documents.

- a. Progress Payments will be made at 30-day intervals, however, 5% of the estimates will be retained until the project is acceptable by the Owner.

1.4.04 CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed below. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Agreement (this instrument)
- b. Addenda to Contract Documents
- c. Remaining Legal and Procedural Documents
  - 1. Proposal
  - 2. Information for Bidders
  - 3. Advertisement
- d. Detailed Specification Requirements
- e. Drawings
- f. Special Conditions
- g. Modification of the General Conditions of the Contract
- h. General Conditions of the Contract
- i. Bonds
  - 1. Contractor's Bond
  - 2. Proposal Guaranty
- j. Insurance

Insurance requirements shall apply as detailed in Section 6.02 and Section 6.03 of the Standard General Conditions of Construction Contract (EJCDC) as well as SC-6.02 and SC-6.03 of the Supplementary Conditions.

1.4.05 SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor, respectively, and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

1.4.06 LIQUIDATED DAMAGES: If the Contractor fails to complete the work according to the terms of the Contract within the time specified, he shall pay the Owner the sum of \$500 per calendar day as liquidated damages.

1.4.07 PROMPT PAYMENT TO SUBCONTRACTORS: Contractor must pay any Subcontractor within ten days of the Contractor's receipt of payment for undisputed services provided by the Subcontractor. Failure to do so will require the Contractor to pay interest to Subcontractor per Minnesota Statute 471.425.

1.4.08 IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Board of Managers  
Pelican River Watershed District  
Detroit Lakes, Minnesota

OWNER

CONTRACTOR

BY: \_\_\_\_\_  
Chairman, Board of Managers  
Pelican River Watershed District

BY: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Managers  
Pelican River Watershed District

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS