

DEFINITIONS

Obligee

Whenever the term "Obligee" appears in this Bid Advertisement, it shall mean Rochester Township, MN.

Owner

Whenever the term "Owner" appears in this Bid Advertisement, it shall mean Lilly Farm, LLC.

Engineer

Whenever the term "Engineer" appears in this Bid Advertisement, it shall be understood to mean WHKS & Co., Engineers, Planners, and Surveyors or their duly authorized representatives, such representatives acting severally within the scope of the particular duties entrusted to them.

ROCHESTER TOWNSHIP – RESIDENTIAL DEVELOPMENT/ROAD CONSTRUCTION

Rochester Township, MN

NOTICE OF ADVERTISEMENT FOR BIDS:

Public notice is hereby given that sealed proposals will be received by the Obligee at the Rochester Town Hall, 4111 11th Avenue SW, Rochester, MN 55902, until 3:00 PM on Monday, August 1, 2022 for furnishing materials and labor for construction of Lilly Farms 4th as described in plans and specifications thereof now on file in the office of the Township Clerk. Proposals will be opened at 3:00 PM at the Rochester Town Hall. Proposals will be acted upon by the Township Board at a meeting to be held in the Rochester Town Hall, beginning at 7:00 PM on Thursday, August 11, 2022 or at such later time and place as may then be fixed. The purpose of these bids is for the following project:

LILLY FARM FOURTH

LOCATION: 8TH STREET SW, (West of Intersection of Irvin Lane SW & 8th St SW)

TYPE OF WORK: 1214 LINEAL FEET (0.23 MILES) OF STREET CONSTRUCTION, WATER DISTRIBUTION AND STORMWATER CONVEYANCE & TREATMENT FACILITIES SERVING THE LILLY FARM FOURTH DEVELOPMENT

APPROXIMATE MAJOR ITEMS OF WORK ARE:

AGGREGATE BASE, 2268 TONS; BITUMINOUS WEARING COURSE, 318 TONS; BITUMINOUS NONWEARING COURSE, 530 TONS; 8” PVC PERFORATED DRAIN TILE, 1,971 LINEAR FEET; 2” PE 3608 WATER DISTRIBUTION LINE & TRENCHING, 926

LINEAL FEET; 36" RCP CULVERT WITH APRONS, 138 LINEAL FEET; 30" RCP CULVERT WITH APRONS, 80 LINEAL FEET; STORMWATER BASIN CONTROL STRUCTURE; 24" RCP CULVERT WITH APRON, 64 LINEAL FEET

The method of construction shall be by Contract and all work is to be done in strict compliance with the plans and specifications prepared by G-Cubed Inc., 14070 Hwy 52 SE, Chatfield, MN 55923 which have heretofore been approved by the Township Board and are now on file for public examination in the office of the Township Clerk.

Each proposal shall be sealed in an envelope marked "Lilly Farms 4th". Each bid must be accompanied by a certified check, cashier's check or bid bond payable to the Rochester Township, Minnesota in the amount of at least 10% of the total bid as a guarantee that the bidder will furnish the required bonds and enter into a contract within ten (10) working days, excluding Saturday, Sunday and holidays, after the award of the contract. No bid may be withdrawn within 60 days after the bids are opened.

Payment for said Lilly Farms 4th will be made in cash from cash on hand, from governmental grants, or from such other funds as may be legally used for such purposes. Monthly estimates will be made by the Engineer and payment will be made to the Contractor in the amount of ninety-five (95%) of said estimate. Final payment of money due will be made in cash no later than sixty (60) days after substantial completion. Date of substantial completion shall be determined by the date when construction is sufficiently completed so that the Owner or Owner's representative can occupy or use the improvement for the intended purpose.

The Obligee reserves the right to withhold up to two hundred and fifty percent (250%) of the cost to correct deficient work or complete work known at the time of substantial completion. Payment of money due will be made in cash no later than sixty (60) days after completion of the work.

The Obligee reserves the right to withhold one percent (1%) of the total contract amount or five hundred dollars (\$500), whichever is greater, pending completion and submission of all final paperwork by the contractor or subcontractors. "Final paperwork" shall be defined as any documents required to fulfill contractual obligations, including, but not limited to, operation manuals, payroll documents for projects subject to prevailing wage requirements, material certifications and warranties, DBE final clearance, NPDES Permit Termination, withholding exemption certificate, etc. Payment of money due will be made in cash no later than sixty (60) days after submission of all final paperwork.

The Contractor shall commence work after the Notice to Proceed is issued and shall complete all items on or before [October 31, 2022](#).

The successful bidder will be required to furnish a Performance and Maintenance Bond and a Payment Bond, both in an amount equal to one hundred (100) percent of the Contract price. Said

bonds are to be issued by a responsible surety, approved by the Obligee, and which shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Obligee from claims and damages of any kind caused by the operations of the Contractor. Said bond shall also guarantee the maintenance of the improvements constructed for a period of one year from and after its completion and acceptance by the Obligee.

Plans and specifications governing the construction of the proposed improvements have been prepared by G-Cubed Inc., Chatfield, Minnesota, which plans and specifications and prior proceedings of the Obligee referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are available for review at the office of the Owners Engineer and the office of the Obligee.

Office of the Owners Engineer:

G-Cubed, Inc.

14070 Hwy 52 SE

Chatfield, MN 55923

(507)-867-1666 ext. 104

Electronic copies of plans and specifications will be furnished upon request via email directed to jasonk@ggg.to

Office of the Obligee:

Rochester Town Hall

4111 11th Avenue SW

Rochester, MN 55902

(507) 282-6488

The Obligee reserves the right to reject any and all bids and to waive technicalities and irregularities.

Published upon order of Rochester Township, Minnesota.

Jeff Orth

BOARD CHAIR

Rochester Township, Minnesota