**EQUIPMENT RENTAL BID PROPOSAL**

Windemere Township Bid Opening: March 9, 2023

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1. **EXCAVATOR /** **BACKHOE** w/ Operator **7**
2. Backhoe/Loader (Rubber-Tired)
3. Small
4. Large
5. **DOZER** w/ Operator **7**
6. Small
7. Large
8. **MOTOR GRADER** w/ Operator **8**
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10. Small
11. Large
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GENERAL PROVISIONS

|  |  |  |  |  |  |
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| I. All MnDOT Specifications referenced to within this document shall be as defined in the 2020 edition of the Minnesota Department of Transportation Specifications for | | | | | |
| Highway Construction & the 2022 Supplemental Specifications to the 2020 Standard | | | | | |
| Specifications for Highway Construction. | | | | | |
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| II. All prices to remain in effect for one (1) year from date of bid opening or through the 2023/2024 Snow & Ice Control Season. | | | | |  |
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| III. Contractor is to provide Public Liability and Property Damage Insurance on equipment and Worker's Compensation Insurance for labor. Bidders shall furnish | | | | | |
| Windemere Township with Certificates of Insurance PRIOR to start of any work for the township. | | | | | |
|  | | | | |  |
|  | (A) | Public Liability and Property Damage Insurance | | |  |
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|  | For and in-behalf of themself, the Township of Windemere as joint assured, and with a cross liability endorsement protecting Windemere Township from claims or damages for personal injuries, including accidental death, as well as for claims for property damage which may arise from operations under the Contract, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by either of them.  Said Public Liability and Public Property Damage Insurance Policy shall provide the insurance company waives the right to assert the immunity of the Township as a defense to any claims made under said insurance.  The amount of such insurance will be as follows: | | | | |
|  |  | | | | |
|  | (B) Worker’s Compensation Insurance  For all their employees employed at the site of the Project and, in case any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all their employees. All employees working on the site must be a minimum of 18 years old. | | | | |
|  | GENERAL PROVISIONS | | | |  |
|  | (C) Automobile Public Liability Insurance  One million five hundred thousand dollars ($1,500,000.00) for all damages arising out of bodily injuries to, or death of one person, and subject to that limit for each person, a total of million five hundred thousand dollars ($1,500,000.00) for any one accident and property damage liability insurance in million five hundred thousand dollars ($1,500,000.00) for all damages to or destruction of property during the policy period, if any motor vehicles are engaged in operations within the term of the contract on the site of work covering the use of all such motor vehicles unless such coverage is included in the insurance provided for under subsection "A" hereof. | | | | |
|  | (D) | The cost of all insurance required herein will be considered as an incidental expense and no direct compensation will be made therefor. | | | |
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| IV. It is understood that all fuel, oil, repairs, materials and labor for upkeep and operation of the equipment are included in the above rates. No deductions of time will be made for stops of 15 minutes or less. No compensation will be allowed by the | | | | | |
| Township for the mobilization/transportation of equipment to and from a job site or point of operations or home office. All work shall be under the supervision of the Windemere Township Road Maintenance Coordinator.  V. Windemere Township seeks to obtain bid prices for commonly purchased  construction and maintenance related supplies and for equipment rental for the 2023 construction season. There is no assurance that the Township will need or purchase all or any of the items listed. The Township will accept all responsible bids and the  Town Board will then contract with the lowest bidder (see VI) available at the time  the material or service is needed. The Township and Bidder recognize that the  rental equipment of the low bidder may not be available to meet the Township's  schedule and the Windemere Road Maintenance Coordinator will use his/her  judgment regarding the scheduling of work with the bidders to serve the best  interest of the Township.  VI. It is the intent of the Township to accept the lowest responsible bid provided it is judged to meet the performance needs of the Township. Contracts for work shall be awarded to bidders based on the least cost to the Township and subject to the Contractor's ability to provide the necessary equipment at the time of the Township's need. | | | | | |
| GENERAL PROVISIONS | | | | | |
| VII. Bidders who are awarded equipment rental with operator for work to be performed on Windemere Township public roads shall have in place their own drug and alcohol testing program in compliance with the Omnibus Transportation Employee Testing Act of 1991. Proof of said testing program shall be provided to the Township Road Maintenance Coordinator prior to the beginning of any work. In accordance with the act, the Township reserves the right to audit the bidder’s drug and alcohol testing program. | | | | | |
|  | | |  |  |  |
| VIII. The Contractor shall indemnify and save harmless the Township, its officers and employees from all suits, actions and claims of any character brought because   |  |  | | --- | --- | | of injuries or damages received or sustained by any person, persons, or property on | | | account of the operations of the said Contractor; or on account of or in consequence | | | of any neglect in safeguarding the work; or through use of unacceptable materials in | | | constructing the work; or because of any act or omission, neglect, or misconduct of | | | said Contractor; or because of any claim arising or amounts recovered from | | | infringement of patent, trademark, or copyright; or because of any claims arising from amounts recovered under the Worker's Compensation Act, or under any other law, ordinance, order, or decree. |  | | | | | | |
| |  | | --- | | IX. Bidders are not required to bid on all items. Bidding documents include the Advertisement for Bids, Instructions to Bidders, Specifications and Proposal, including any addenda issued prior to receipt of bids.  X. All work shall be under the supervision of the Windemere Township Road Maintenance Coordinator and the Town Board. If, in the opinion of the Road Maintenance Coordinator and the Windemere Town Board, unsatisfactory material, equipment or operators are furnished, the contract will be cancelled, and alternate bidders will be selected.  XI. No bid shall be withdrawn within thirty days of the bid opening without the consent of the Township.  XII. Windemere Township reserves the right to reject any or all bids and to waive any irregularities. | | | | | |  |

**EQUIPMENT RENTAL BID PROPOSAL**

Windemere Township Bid Opening: March 9, 2023

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Employer ID # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor ID # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTICE TO BIDDERS:** This Bid (**ALL ATTACHED SHEETS**) plus a signed copy of the Responsible Contractor Statement must be received at the Windemere Town Hall mailbox located at 91564 Military Road Sturgeon Lake, MN 55783 in a **LARGE SEALED ENVELOPE** clearly marked: **“WINDEMERE TOWNHIP EQUIPMENT RENTAL BID”** or at the Town Board Meeting no later than 6:30 p.m. Thursday March 9, 2023

All questions or concerns, please contact:

**Scott Danelski**

**Windemere Township Road Maintenance Coordinator**

[**scott.danelski@windemeretownship.com**](mailto:scott.danelski@windemeretownship.com)

**Cell : (218) 380-1575**

I/We hereby agree to furnish labor and equipment to Windemere Township at the following rates**: (Include all requested information)**

**DIGGING BUCKET RATE**

**ITEM MAKE MODEL YEAR DEPTH SIZE PER/HOUR**

**#1a BACKHOE/LOADER (Rubber-Tired), w /Operator**

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**#1b EXCAVATOR/BACKHOE - 2 CU. YD. or Less, w/ Operator**

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**#1c EXACAVTOR/BACKHOE - 2 CU. YD. or Larger, w/ Operator**

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**#2a DOZER, w/ Operator** **A. Small (e.g. D5 or Smaller)**

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**B. Large (e.g. D6 or Larger)**

**#2b**

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**RATE**

**ITEM MAKE MODEL YEAR CAPACITY PER/HOUR**

**#3 MOTORGRADER, w/ Operator**

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**#4 FRONT-END LOADER - 4 CU. YD. or Larger, w/ Operator**

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**#5 SKID-STEER (Rubber Tire or Tracked), w/ Operator**

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**#6 TRACTOR & MOWER (Belly, Side, Pull-Behind, Boom), w/ Operator**

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**#7 DUMP TRUCK, w/ Driver**

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**#8 TRACTOR/BELLY DUMP, w/ Driver**

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**RATE**

**ITEM MAKE MODEL YEAR CAPACITY PER/HOUR**

**#9 TRACTOR/LOWBOY TRAILER, w/ Driver**

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**#10 SNOW-PLOWING DUMP TRUCK, w/ Driver**

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**#11 SNOW-PLOWING PICKUP, w/ Driver**

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**#12 TREE-FELLER / BUNCHER, w/ Operator**

**(Specify: Rubber-Track, Steel-Track, or Rubber-Tire)**

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**#13 HAY-BALE MULCHER, w/ Operator**

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**#14a COMPACTOR, w/ Operator TOW TYPE,**

Make YEAR SIZE $ PER HOUR

**#14b COMPACTOR,** **w/ Operator SELF-PROPELLED**

Make YEAR SIZE $ PER HOUR

**#15 STEAMER / HOT PRESSURE WASHER w/ Laborer**

**(For Clearing Frozen Culverts)**

Make \_\_\_\_Model \_\_\_\_$ \_\_\_\_\_\_\_\_\_\_\_PER HOUR

**#16 HAULING AGGREGATE MATERIAL**

Includes hauling from stockpiles located at the Windemere Township Pit to various township gravel roads.

Hauling $ Per Cubic Yard

**#17 CRUSHING WINDEMERE TOWNSHIP’S SALVAGED BITUMINOUS, MN/DOT SPEC. CLASS 5 MODIFIED TO 8-15% ON 200 SIEVE AND 10-38% ON 40 SIEVE**

Includes crushing salvaged bituminous in Windemere Township Pit. Windemere Township will furnish bituminous material. Payment for stockpiled bituminous will be made on the following basis: Within 30 days of the completion of crushing operations, the Windemere Township Road Coordinator will measure stockpile by cross section measurement. Payment in full will be made after agreement of quantity. The Township will sample to determine compliance with the aggregate gradation specified above, from either the belt or stockpile.

Crushing and Stockpiling $ Per Cubic Yard

**#18 TYPE SPWEB240B WEAR MIXTURE (MN/DOT SPEC 2360) PAVED AND ROLLED COMPLETE ANYWHERE IN WINDEMERE TOWNSHIP.**

Asphalt pavers shall be capable of spreading and finishing courses of asphalt material a minimum of twelve (12) feet. Asphalt shall be placed in 2 lifts. All asphalt shall be compacted in accordance with Ordinary Compaction Method as noted in section 2360.3.D.2. Bid price per ton of mix shall include traffic control and subgrade preparation of area to be paved up to and including removal of base material to a specified depth, base material shall be placed and compacted alongside finished pavement as aggregate shouldering or removed from project area as directed by the Township Road Maintenance Coordinator. Also, must include traffic control, signs, flagger etc.

Located Anywhere in Windemere Township $ Per Ton

**#19 CRUSHING TOWNSHIP’S SALVAGED CONCRETE, MN/DOT SPEC. CLASS 5 MODIFIED TO 8-15% ON 200 SIEVE AND 10-38% ON 40 SIEVE**

Includes crushing salvaged concrete in Windemere Location. Windemere will furnish concrete material. Payment for stockpiled concrete will be made on the following basis: Within 30 days of the completion of crushing operations, the Township Road Maintenance Coordinator will measure stockpile by cross section measurement. Contractor will be notified of the measurement and will be free to inspect notes and computations. Payment in full will be made after agreement of quantity. The Township will sample to determine compliance with the aggregate gradation specified above, from either the belt or stockpile.

Crushing and Stockpiling $ Per Cubic Yard

**#20 CRUSHING GRAVEL, MN DOT SPEC. CLASS 5 3-10% ON 200 SIEVE AND to 35% ON 40 SIEVE**

Including loading and stockpiling. Stripping of pit to be paid for at the contract bid price for Dozer rental. The Township at no cost to the Contractor will furnish gravel material at the township pit. Payment for loaded gravel will be made in the following month. Payment for stockpiled gravel will be made on the following basis: within 30 days of the completion of crushing operations, the Windemere Township Road Maintenance Coordinator will measure stockpiles by cross section measurement. Payment in full will be made after agreement of quantity. The contractor will not be required to move into any source that is calculated to yield less than 10,000 cubic yards unless he elects to do so, however, if conditions unforeseen by the Windemere Township Road Coordinator ensue, a lesser quantity may be required at no increase in cost. Blending of pit materials maybe required to meet Class-5 modified specifications, as determined by the Windemere Township Road Maintenance Coordinator, and at no increase in cost. The Township will sample to determine compliance with the aggregate gradation specified above, from either the belt or the stockpile. The Contractor is responsible for production sampling which will be required to ensure compliance with specifications. Production sampling shall be at the rate of one (1) per two (2) thousand cubic yards.

Crushing and Stockpiling $ Per Cubic Yard

**#21 WINTER MAINTENANCE SAND**

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| SPECS FOR WINTER SAND 3126 MOD.  3/8" 100%  #4 85-100%  #8 50-100%  #16 25-85%  #30 10-60%  #50 3-60%  #100 9-10%  #200 0-2% | Windemere Township Pit  $ \_\_\_Per Cubic Yard |

**#22 LIQUID DUST CONTROL**

1. The bid request is intended to secure a contractor for furnishing and applying approximately 20,000 gallons of 38% Liquid Calcium Chloride Natural Brine Solution for locations throughout Windemere Township.
2. The Township has the discretion to increase or decrease the estimated quantity by 30% at the contract unit price.
3. The Liquid Calcium Chloride shall be a 38% concentration of a natural brine solution, and in accordance with specification 3911 of the 2020 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction”.
4. The application rate shall be 0.25 gallons per square yard.
5. The normal width of the application rate shall be 18 feet but may be reduced at the discretion of Windemere Township.
6. Application shall start no later than May 29, 2023, unless weather conditions interfere, and permission is obtained for a later starting date. Completion will be no later than June 29, 2023.
7. Liquidated Damages shall be $500.00 per day if application is not completed by June 29, 2023.
8. Windemere Township will provide an inspector to direct the contractor’s

application. The contractor shall notify the Township at least 48 hours before the start of application. 38% Calcium Chloride Natural Brine, application rate 0.25 gal/sq y $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per gallon, applied

**#23 ADDITTIONAL ITEMS**

List below any other items of Equipment Rental or Materials applicable to Windemere Township Road Maintenance needs which you can bid on; or attached a list of equipment on your Company’s letterhead. (Items such as other construction equipment: street sweeper, brush mover, off-road truck, paver, water truck, etc...).

Street Sweeper $\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_

Brush Mower $\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_

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