

**SPECIFICATIONS AND CONTRACT DOCUMENTS
QUOTATION PROPOSAL**

FOR

WHISKEY CREEK PEDESTRIAN BRIDGE RENOVATION

**CITY OF
BAXTER, MINNESOTA**

WSN No. 2023-11678

ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

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QUOTATION PROPOSAL**

WHISKEY CREEK PEDESTRIAN BRIDGE RENOVATION

Baxter, Minnesota

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APPENDICES:

- APPENDIX A Project Location Exhibit
- APPENDIX B S1.10 Foundation Plan / Details / Notes

QUOTATION FORM

PROJECT IDENTIFICATION: **Whiskey Creek Pedestrian Bridge Renovation**

MUNICIPAL PROJECT NUMBER:

THIS QUOTE IS SUBMITTED TO: Trevor Walter
Public Works Director
City of Baxter
c/O Alex Bitter, PE – Widseth
alex.bitter@widseth.com

1. The undersigned QUOTER proposes and agrees, if this Quote is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Quote Price and within the Quote Times indicated in this Quote and in accordance with the other terms and conditions of the Contract Documents.
2. QUOTER accepts all of the terms and conditions of the Advertisement or Invitation to Quote and Instructions to Quoters, including without limitation those dealing with the disposition of Quote security. This Quote will remain subject to acceptance for 30 days after the day of Quote opening. QUOTER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Quoting Requirements within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Quote, QUOTER represents, as more fully set forth in the Agreement, that:
 - (a) QUOTER has examined and carefully studied the Quoting Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No. 1 Date 1/21/26
 - (b) QUOTER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - (c) QUOTER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) QUOTER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this QUOTE is submitted as indicated in the Contract Documents.
 - (f) QUOTER has correlated the information known to QUOTER, information and observations obtained from visits to the site, reports and drawings identified in the

Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents

- (g) QUOTER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that QUOTER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to QUOTER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this QUOTE is submitted.
 - (h) This QUOTE is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: QUOTER has not directly or indirectly induced or solicited any other QUOTER to submit a false or sham QUOTE: QUOTER has not solicited or induced any person, firm or corporation to refrain from QUOTING; and QUOTER has not sought by collusion to obtain for itself any advantage over any other QUOTER or over OWNER.
 - (i) Any other representation required by Laws and Regulations.
4. QUOTER will complete the Work in accordance with the Contract Documents for the following Lump Sum :

Total Lump Sum Bid Price \$ 9,950.00 Dollars

Nine Thousand Nine Hundred Fifty and zero cents (use words)

QUOTER acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of QUOTES, and final payment for all Unit Price items will be based on actual quantities, determined as provided in the Contract Documents.

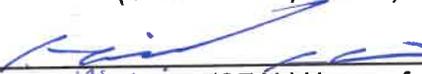
If QUOTER is:

An Individual

By _____ (SEAL)
(Individuals Name)
doing business as _____
business address: _____
Phone No.: _____

A Corporation

By Anderson Brothers Construction Company of Brainerd, LLC (SEAL)
(Corporation Name)
(State of incorporation)

By 
Michael Niemi (SEAL) Name of person authorized to sign President

(Corporate Seal)
Attest Amanda Pulek

Business address: 11325 State Hwy 210, Brainerd, MN 56401
Phone No.: 218-829-1768

5. Date of Qualification to do business is 1940

AGREEMENT

The parties, for valuable consideration hereinafter stated, this _____ of _____ 2026, by and between the **City of Baxter**, hereinafter called the "City" and _____, hereinafter called the "Contractor" agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all of the provisions of the Specifications, this Contract, Plans and all its attachments which in total comprise the Whiskey Creek Pedestrian Bridge Renovation hereinafter referred to as the "Project".
2. The Contractor agrees that the work contemplated in the Project shall be fully and satisfactorily completed by _____.
3. The City, upon accepting all work done by Contractor, shall pay Contractor in Lump Sum Amount as indicated in the Contractor's Quote, attached hereto as an exhibit, the total of which is \$ _____.
4. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's control.
5. Contractor agrees to maintain in effect during the entire Project insurance for Workers' Compensation with statutory limits, and personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. The City shall be named as an additional insured on said policy. Contractor shall furnish to the City a Certificate of Insurance evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.
6. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.
7. This Agreement shall inure to, and bind the successors, assigns, agents and representatives of the parties.
8. This agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified, except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

9. This Agreement shall consist of the following attachments:

- a) This Agreement
- b) Contractor's Quote
- c) Certificate of Insurance
- d) Exhibits
- e) Performance Bond (not applicable if contract amount is less than \$10,000)
- f) Payment Bond (not applicable if contract amount is less than \$10,000)

CITY OF BAXTER

CONTRACTOR

By _____

By _____

It's _____

It's _____

ATTEST

By _____

It's Clerk