

# **Project Manual**

## **Airport Road GRPU Electric Underground Installation**

Grand Rapids Public Utilities Commission

SEH No. GRAPU 183149  
GRPU No. ELCP-00-UG717

Date: March 28, 2025



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## QUOTATION FORM

Grand Rapids, MN  
Airport Road GRPU Electric Underground Installation  
SEH Project GRAPU 183149  
GRPU No. ELCP-00-UG717

Submit quotation form to Julie Kennedy PE, Grand Rapids Public Utilities (500 SE 4<sup>th</sup> Street, Grand Rapids, MN 55744) by 4:30 PM, Thursday, April 24, 2025. Quotes may be emailed to [jakennedy@grpuc.org](mailto:jakennedy@grpuc.org) or hand delivered to the above address.

### QUOTE PACKAGE:

The package shall include the following:

1. Quotation Form
  2. Special Provisions
  3. Supplementary Conditions
  4. Standard Form of Agreement
  5. Plan Sheets – Airport Road GRPU Underground Installation
- A. All spaces of the quotation form shall be filled in. If hand delivered, the quote must be in a sealed envelope labeled "Airport Road GRPU Electric Underground Installation". If emailed, the subject of the email must be "Airport Road GRPU Electric Underground Installation".
- B. Project Description: Underground Electric Infrastructure Improvements
- C. Project will be completed on a unit price basis, based on the following estimated quantities:

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
AS BUILT	LUMP SUM	1		
MOBILIZATION	LUMP SUM	1		
INSTALL CABINET	EACH	2		
INSTALL SWITCH BASEMENT	EACH	1		
INSTALL INNERDUCT/CABLE	LIN FT	4,250		
TRAFFIC CONTROL	LUMP SUM	1		
TURF ESTABLISHMENT	LUMP SUM	1		

Airport Road GRPU Electric Underground Installation Quote Total\_\_\_\_\_.

We, the undersigned, doing business as \_\_\_\_\_ have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the Grand Rapids Public Utilities to furnish all labor, materials (other than those specifically identified as provided by GRPU), equipment, skills and facilities for the complete construction of the Airport Road GRPU Electric Underground Installation as described herein. The unit price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Name of Company \_\_\_\_\_

Signature of Authorized Representative\_\_\_\_\_

Printed Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Legal Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

### **SPECIAL PROVISIONS**

General:

1. The GRPU Commission will consider to award on Wednesday, April 30, 2025.
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Stipulated Price will be executed for the project once a contractor is awarded the project.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. The Work will be substantially completed on or before August 22, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 29, 2025.
6. Contractor shall inform Owner of weekly progress schedule.
7. Liquidated damages shall be set at \$300 per day for every day after the completion dates that the project is not complete.

### **CONSTRUCTION:**

Contractor will need to work with private utility companies to maintain schedule and avoid conflicts.

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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the Grand Rapids Public Utilities Commission  
(Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Airport Road GRPU Electric Underground Installation.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Underground Electric Infrastructure Improvements.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before August 22, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 22, 2025.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work is:

\$ \_\_\_\_\_

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Within 60 days after Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 99 percent of Work completed (with the balance being retainage) less 250 percent of the cost to correct or complete work known at the time of Substantial Completion.
- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.
  1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### 6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

### **ARTICLE 7 – CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of the following:
  1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
  3. Quotation Form.
  4. Special Provisions as listed in the Quotation Form.
  5. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-6, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  9. The Drawings listed in the index located on Drawing Sheet 1.
  10. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Quote Form.
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_ to \_\_, inclusive).
    - c. Certificate of Insurance.
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).

- c. Work Change Directive(s).
  - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### **8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;



2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01    *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **9.02    *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **9.03    *Successors and Assigns***

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **9.04    *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: Grand Rapids Public Utilities Commission

CONTRACTOR:

By: Tom Stanley

By: \_\_\_\_\_

Title: Commission President

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: Commissioner

Title: \_\_\_\_\_

Address for Giving Notices:

Julie Kennedy

500 SE 4<sup>th</sup> Street

Grand Rapids, MN 55744

Address for Giving Notices:

License No. \_\_\_\_\_

(Where Applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Julie Kennedy

Designated Representative:

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Address: 500 SE 4<sup>th</sup> Street

Address \_\_\_\_\_

Grand Rapids, MN 55744

Phone: 218.326.7687

Phone: \_\_\_\_\_

Email: jakennedy@grpuc.org

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

**END OF DOCUMENT**

## SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

#### **SC-2.02 Copies of Documents**

Delete Paragraph 2.02.A in its entirety and insert the following:

- A. Owner shall furnish to Contractor one copy in electronic portable document format (PDF). Additional printed copies will be furnished on request at the cost of reproduction.

#### **SC-5.03 Subsurface and Physical Conditions**

Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the

### SC-5.05 Underground Facilities

Add the following sentence at the end of the first sentence of Paragraph 5.05.A:

The subsurface utility information in this plan is utility quality level D. This quality level was determined according to the guidelines of [CI/ASCE 38-02](#), titled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

### SC-5.05.B Underground Facilities

Add new paragraph immediately after Paragraph 5.05.B to read as follows:

1. Underground utility locations can be obtained from the following owners and services:

Utility	Owner	Phone
Sewer and Water	GRPU	
Telephone	Century Link, Paul Bunyan, Mediacom	
Natural Gas	MER	
Electric	GRPU	
Cable TV	Mediacom, Paul Bunyan	
Other		
Location Service	Gopher State One Call	Metro: 651.454.0002 Out State: 800.252.1166

THE OWNER SHALL NOT COMPENSATE THE CONTRACTOR FOR COSTS ASSOCIATED WITH CONFLICTS OR DELAYS WITH PRIVATE UTILITIES WHETHER SHOWN OR NOT SHOWN ON THE PLANS

### SC-5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

### SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  1. Worker's Compensation and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:
    - a. State: Statutory
    - b. Federal, if applicable (e.g., Longshoreman's): Statutory
    - c. Employer's Liability:
      - 1) Bodily injury, each accident \$100,000
      - 2) Bodily injury by disease, each employee \$100,000
      - 3) Bodily injury/disease, aggregate \$500,000
    - e. Foreign voluntary worker compensation: Statutory
  2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
    - a. General Aggregate \$1,500,000
    - b. Products - Completed Operations Aggregate \$1,500,000
    - c. Personal and Advertising Injury \$1,500,000

- d. Each Occurrence (Bodily Injury and Property Damage) \$1,500,000
- 3. Automobile Liability under Paragraph 6.03.D of the General Conditions:
  - a. Bodily Injury:
    - Each person \$1,500,000
    - Each Accident \$1,500,000
  - b. Property Damage:
    - Each Accident \$1,500,000
- 4. Excess or Umbrella Liability
  - a. General Aggregate \$1,500,000
  - b. Each Occurrence \$1,500,000
- 5. Contractor's Pollution Liability:
  - a. Each Occurrence N/A
  - b. General Aggregate N/A
- 6. Additional Insureds: In addition to Owner and Short Elliott Hendrickson Inc., include as additional insureds the following:
  - a. Grand Rapids Public Utilities Commission.
  - b. N/A
- 7. Contractor's Professional Liability:
  - a. Each Claim \$2,000,000
  - b. Annual Aggregate \$2,000,000

**SC-7.03 Labor; Working Hours**

Add the following new subparagraphs immediately after Paragraph 7.03.C:

- 1. Regular working hours will be 7:00 AM to 7:00 PM, Monday through Friday.
- 2. Owner's legal holidays are any federal holiday.

**SC-7.03 Labor; Working Hours**

Delete Paragraph 7.03.C in its entirety and substitute the following in its place:

- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, with approval of the Owner.

**SC-7.07 Concerning Subcontractors and Suppliers**

Delete Paragraph 7.07.H in its entirety and substitute the following in its place:

- H. Upon Owner's request, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of request.

**SC-7.07 Concerning Subcontractors and Suppliers**

Add the following paragraph after Paragraph 7.07.M:

- N. In accordance with Minnesota Statute 471.425, Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the municipality. Contractor shall pay interest on any unpaid amounts in accordance with the statute.

### **SC-7.11      Laws and Regulations**

Add new paragraphs immediately after Paragraph 7.11.C which are to read as follows:

- D. Contractor shall specifically comply with Equal Opportunity Requirements as listed in Minnesota Rules 5000.3535, Standard State Equal Employment Opportunity Construction Contract Specifications.
- E. Contractor shall specifically comply with Minnesota Rules 5000.3550, Disabled Individuals Affirmative Action Clause.

### **SC-10.03      Resident Project Representative**

Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work

### **SC-12.01      Claims**

Amend the first sentence of Paragraph 12.01.B to read as follows:

- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 10 days of the decision under appeal.

### **SC-13.01      Cost of the Work**

Delete Paragraph 13.01 E in its entirety and insert the following in its place:

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner or State Auditor will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of **six** years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner or State Auditor, and preserve such documents, to the same extent required of Contractor.

### **SC-13.03      Unit Price Work**

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
  - 1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - 2. if there is no corresponding adjustment with respect to any other item of Work; and
  - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof; Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a claim, seeking an adjustment in the Contract Price.

#### **SC-15.01.B Applications for Payments**

Amend Paragraph 15.01.B.4 to read as follows:

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and as follows:

Minnesota:	5 percent
Exempt Non-Minnesota Contractors:	5 percent
Non-Exempt Non-Minnesota Contractors:	5 percent plus 8 percent* = 13 percent

\*State Surety Deposit

Non-Minnesota Contractors are advised to file Form SD-3 with the Minnesota Department of Revenue to determine their exemption status.

#### **SC-15.03 Substantial Completion**

Add a new paragraph immediately after Paragraph 15.03.A which reads as follows:

1. For this Work, Substantial Completion is further defined as follows:
  - a. All underground work is installed, cabinets and ground rods are placed.

#### **SC-15.03 Substantial Completion**

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

#### **SC-15.05 Final Inspection**

Add the following language after the second sentence of Paragraph 15.05.A:

If, after such measures are taken, subsequent inspections by Engineer reveal that any of the previously identified particulars remain incomplete or defective, Engineer will again notify Contractor in writing of the remaining particulars. All costs associated with any subsequent inspections in which said remaining particulars are revealed, will be documented by Engineer and paid by Contractor to Owner.

#### **SC-15.06.A Final Payment**

Add the following new paragraph immediately after Paragraph 15.06.A.3:

4. Before final application for payment is made for the work, Contractor must make satisfactory showing of compliance with M.S.A. §290.92 which requires the withholding of state income taxes for wages paid employees on this project. Submittal of Certificate of Compliance from the Commissioner of Taxation to the Owner will satisfy this requirement. Contractor is advised that before such certificate can be issued, they must first place on file with the Commissioner of Taxation an affidavit that they have complied with the provisions of M.S.A. §290.92. The required affidavit form will be supplied by the Minnesota Commissioner of Taxation on request.

#### **SC-15.08 Correction Period**

Delete Paragraph 15.08.A in its entirety and insert the following in its place:

- A. If within one year after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to

be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

**END OF DOCUMENT**



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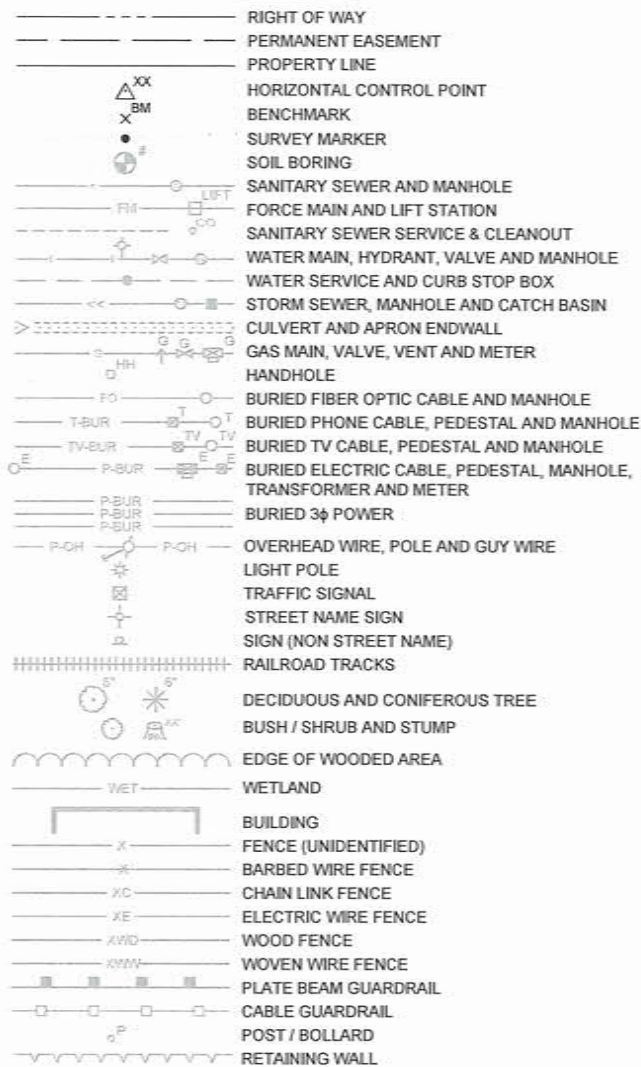


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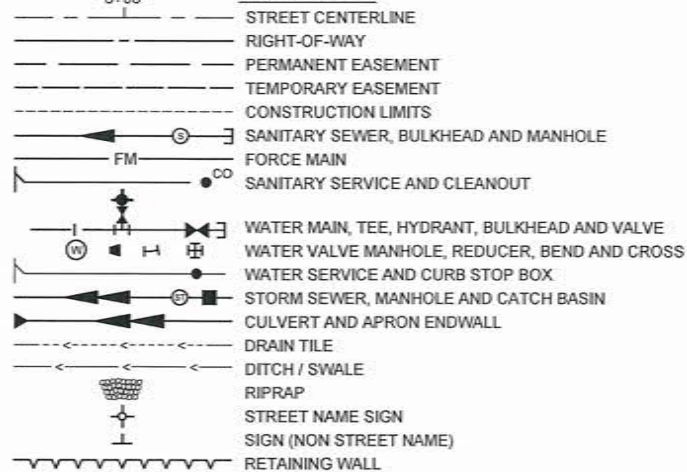
Engineers | Architects | Planners | Scientists

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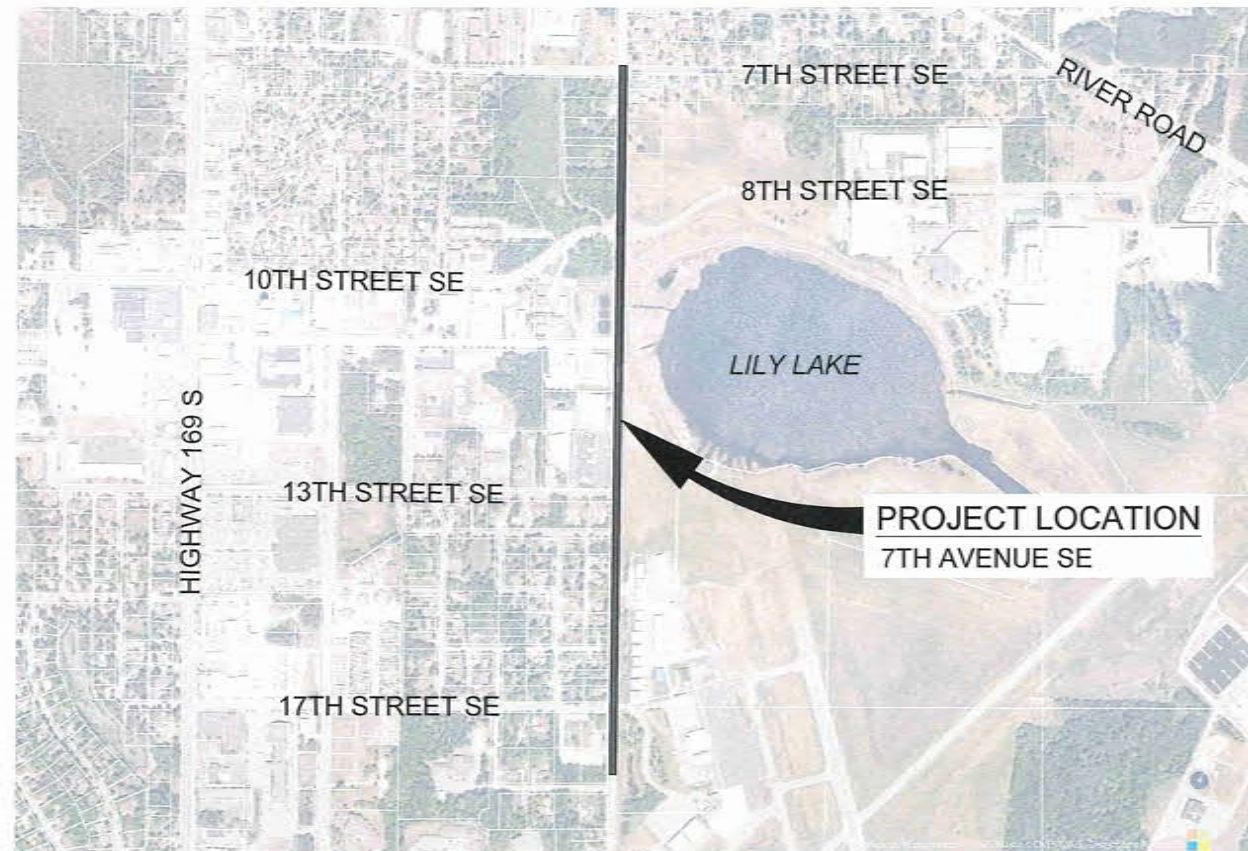
## PROPOSED



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## CONSTRUCTION PLANS FOR ELECTRIC INFRASTRUCTURE IMPROVEMENTS AIRPORT ROAD GRPU ELECTRIC NEW UNDERGROUND INSTALLATION

GRPU PROJECT NO. ELCP-00-UG717



## GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.


## INDEX

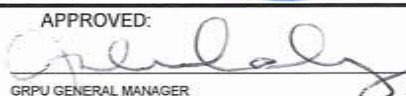
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES, ESTIMATE, AND SPECIFICATIONS
3	INFRASTRUCTURE IMPROVEMENTS
4	INFRASTRUCTURE IMPROVEMENTS
5	INFRASTRUCTURE IMPROVEMENTS

THIS PLAN CONTAINS 5 SHEETS.

## PROJECT LOCATION



APPROVED:  4/3/25  
GRPU ELECTRICAL MANAGER DATE

APPROVED:  4-4-25  
GRPU GENERAL MANAGER DATE

GRAND RAPIDS, MINNESOTA



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature:  JOHN P. CARLSON, P.E.

Date: 03/28/2025 Lic. No. 24001

PROJECT NO.  
GRAPU183149

1  
of 5

NOTE:  
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.



Know what's below.  
Call before you dig.



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GENERAL CONSTRUCTION NOTES:

- 1. ALL WORK SHALL CONFORM TO APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
- 2. CONSTRUCTION LIMITS ARE THE RIGHT OF WAY UNLESS NOTED OTHERWISE.
- 3. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE AND MAY NOT BE COMPLETE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED IN THE FIELD BEFORE DIGGING. THERE WILL BE NO ADDITIONAL COMPENSATION TO THE CONTRACTOR FOR WORKING AROUND EXISTING UTILITIES.
- 4. TRAFFIC CONTROL SHALL COMPLY WITH MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. SEE FIELD MANUAL LATEST VERSION.
- 5. WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL PROPERTY MARKS AND MONUMENTS UNTIL THE OWNER AND AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.
- 6. CONTRACTOR SHALL SALVAGE ALL TOPSOIL AND REUSE ON SITE WHERE NEEDED. SALVAGING OF TOPSOIL IS INCIDENTAL.
- 7. WHENEVER THE WORD "INCIDENTAL" IS USED IN THIS PLAN SET, IT SHALL MEAN NO DIRECT COMPENSATION WILL BE MADE.
- 8. CONTRACTOR SHALL PROVIDE ACCESS TO ALL PROPERTIES, UNLESS ALTERNATE PROVISIONS ARE APPROVED BY THE PROPERTY OWNER AND THE ENGINEER.
- 9. CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS A MINIMUM OF 48 HRS IN ADVANCE OF DISRUPTION TO SERVICE.
- 10. CONTRACTOR SHALL SUPPLY A TRASH CONTAINER ON SITE FOR CONSTRUCTION DEBRIS/TRASH. ABSOLUTELY NO TRASH TO BE DISCARDED IN EXCAVATIONS. CONTRACTOR SHALL ENSURE TRASH IS COLLECTED FROM WORK ACTIVITIES AND DISCARDED IN APPROPRIATE TRASH CONTAINERS DAILY.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND REPAIRING ALL EXISTING AREAS, PAVEMENTS, STRUCTURES, OR OTHER FACILITIES DAMAGED DURING CONSTRUCTION ACTIVITIES TO EQUAL OR BETTER CONDITIONS.
- 12. UNDERGROUND UTILITY INVESTIGATION AND SITE RESTORATION IS CONSIDERED INCIDENTAL.
- 13. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE ANY TREES OR BUSHES. ANY ROOTS EXPOSED OR REMOVED BY EXCAVATION SHALL IMMEDIATELY BE SAWCUT AND SEALED TO PREVENT FURTHER DAMAGE TO THE TREE. ROOTS SHALL NOT BE LEFT EXPOSED WITHOUT SOIL COVER FOR MORE THAN 24 HOURS.

TURF ESTABLISHMENT NOTES:

- 1. CONTRACTOR SHALL TAKE CARE TO MINIMIZE PROJECT DISTURBANCE.
- 2. WHEN A WATER TRUCK IS REQUESTED BY THE ENGINEER, THE CONTRACTOR SHALL RESPOND WITHIN 4 HOURS. IF THE CONTRACTOR DOES NOT COMPLY, A \$250 PENALTY WILL BE ASSESSED PER INCIDENT. (INCIDENTAL)
- 3. WHEN STREET SWEEPING IS REQUESTED BY THE OWNER/ENGINEER, THE CONTRACTOR SHALL RESPOND WITHIN 4 HOURS. IF THE CONTRACTOR DOES NOT COMPLY, A \$250 PENALTY WILL BE ASSESSED PER INCIDENT. (INCIDENTAL)

TRAFFIC CONTROL NOTES:

- 1. CONTRACTOR SHALL SUPPLY A TRAFFIC CONTROL PLAN FOR ALL WORK.
- 2. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE ENGINEER AND CITY OF GRAND RAPIDS WITH THE PERMIT SUBMITTAL FOR THE WORK IN THE RIGHT OF WAY OF THE CITY. NO WORK SHALL COMMENCE UNTIL PERMITS HAVE BEEN APPROVED AND EXECUTED. CONTRACTOR SHALL PROVIDE GRPU AND ENGINEER WITH A COPY OF THE APPROVED PERMIT FROM THE CITY.
- 3. ACCESS MUST BE PROVIDED AT ALL TIMES TO BUSINESSES.

MnDOT STANDARD PLATES	
PLATE NO.	DESCRIPTION
8000K	TEMPORARY CHANNELIZERS (3 SHEETS)

STATEMENT OF ESTIMATED QUANTITIES		
DESCRIPTION	UNIT	QTY.
AS BUILT	LUMP SUM	1
MOBILIZATION	LUMP SUM	1
INSTALL CABINET	EACH	2
INSTALL SWITCH BASEMENT	EACH	1
INSTALL INNERDUCT/CABLE	LIN FT	4,250
TRAFFIC CONTROL	LUMP SUM	1
TURF ESTABLISHMENT	LUMP SUM	1

GRPU CONTACTS:

- 1. GENERAL MANAGER - JULIE KENNEDY - 218.259.5020
- 2. ELECTRICAL DEPT MANAGER - CHAD TROUMBLY - 218.256.9753
- 3. LINE CREW FOREMAN - ROD RUDER - 218.244.3756
- 4. ELECTRICAL PROJECT COORDINATOR - JASON BLANCHARD - 218.259.9992

NOTES:

- 1. THIS WORK SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT, AND MATERIALS FOR THE CONSTRUCTION OF A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM.
- 2. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND UTILITY COORDINATION.
- 3. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL.
- 4. BIDDERS ARE ADVISED THAT THE N.E.C., THE 2020 EDITION OF MNDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. COMPLIANCE WITH PROVISIONS OF MNDOT 2545 WILL BE PARTICULARLY ENFORCED IN CONJUNCTION WITH THE CONSTRUCTION OF ANY KIND OR TYPE OF ELECTRICAL SYSTEM, CONDUIT OR CONDUIT SYSTEM FOR THE CONVEYANCE OF THE ELECTRICAL CONDUCTORS, OR THE REQUIRED PORTIONS THEREOF, AS SPECIFIED IN THE CONTRACT. THE MINNESOTA ELECTRICAL ACT REQUIRES THAT A PERMIT BE OBTAINED FOR THE PERFORMANCE OF ALL SUCH WORK, INCLUDING THE INSTALLATION OF CONDUITS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS INCLUDING, BUT NOT LIMITED TO, AN ELECTRICAL PERMIT. WORK SHALL BE INSPECTED AND APPROVED BY THE ENGINEER AND GRAND RAPIDS PUBLIC UTILITIES (GRPU).
- 5. ALL CABLE, INNERDUCT, COUPLINGS, SWITCH BASEMENT, CABINETS, AND GROUND RODS SHALL BE FURNISHED TO THE CONTRACTOR BY GRPU. THE CONTRACTOR SHALL COORDINATE ACCEPTANCE OF MATERIALS FROM GRPU. GRPU REQUIRES 72-HOUR NOTICE PRIOR TO THE CONTRACTOR PICKING UP THE MATERIALS FROM GRPU'S YARD. ALL OTHER REQUIRED APPURTENANCES SHALL BE PROVIDED BY THE CONTRACTOR.
- 6. CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH ALL OTHER PARTIES OCCUPYING THE SITE SO AS TO NOT IMPEDE OR DELAY CONSTRUCTION PROGRESS. CONTRACTOR SHALL ATTEND REGULARLY SCHEDULED CONSTRUCTION PROGRESS MEETINGS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AMONG SUPPLIERS AND CONTRACTORS PROVIDING EQUIPMENT FOR THE PROJECT. THE COORDINATION SHALL INCLUDE, BUT NOT BE LIMITED TO, OPERATORS, POWER REQUIREMENTS, ETC. COOPERATE WITH OTHER TRADES TO AVOID INTERFERENCES IN THE INSTALLATION OF THIS WORK. INSTALL ALL EQUIPMENT AND SYSTEMS SO AS NOT TO DELAY PROGRESS OF CONSTRUCTION, AND CORRELATE WITH OTHER TRADES TO AVOID DELAY. SHOULD DIFFERENCES OF OPINION DEVELOP, THE ENGINEER'S DECISION WILL BE FINAL. CONTRACT UNIT PRICES SHALL REFLECT ALL CONSTRUCTION COSTS.
- 7. THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND ORDERLY DURING INSTALLATION OF THIS WORK. REMOVE RUBBISH PERIODICALLY AND AS MAY BE DIRECTED BY THE ENGINEER. UPON COMPLETION OF THIS PART OF THE PROJECT, REMOVE ALL DIRT, DEBRIS, TOOLS, SCAFFOLDING, ETC. USED OR RESULTING FROM THIS WORK.
- 8. THE CONTRACTOR SHALL BEGIN WORK AT THE SOUTH END OF THE PROJECT AND WORK NORTH.
- 9. ALL INNERDUCT SHALL BE PLACED A MINIMUM OF 42" DEEP, AND BE PLACED BY TRENCHING, PLOWING, OR DIRECTIONAL BORING.
- 10. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15' COILED CONDUCTORS WHEN ENTERING CABINETS AND 20' OF COILED CONDUCTORS WHEN ENTERING SWITCHES. INNERDUCT SHALL BE PULLED A MINIMUM OF 1'-0" INTO SWITCHES.
- 11. SWITCH BASEMENTS SHALL BE INSTALLED WITH 1'-0" EXPOSURE ABOVE GRADE. BASEMENT SHALL BE ORIENTED SUCH THAT WHEN THE SWITCH IS INSTALLED BY THE UTILITY, THE ACCESS DOORS FACE EAST/WEST.
- 12. CABINETS SHALL BE INSTALLED WITH 18" OF EXPOSURE FROM GRADE TO LOCKING MECHANISM. CABINETS SHALL BE INSTALLED SUCH THAT THE ACCESS DOORS FACE EAST.
- 13. CONTRACTOR SHALL STAKE ALL PROPOSED EQUIPMENT PRIOR TO INSTALLATION (INCIDENTAL). LOCATIONS SHALL BE VERIFIED BY GRPU. IF LOCATIONS ARE NOT VERIFIED BY GRPU, NO COMPENSATION WILL BE MADE IF FOUNDATIONS OR EQUIPMENT NEED TO BE RELOCATED. THE OWNER PROVIDED CABLE SPOOLS ARE APPROXIMATELY 1700' AND CABINETS/SWITCHES SHALL BE PLACED SUCH THAT NO SPLICING OCCURS PRIOR TO REACHING THE CABINET OR SWITCH.
- 14. INNERDUCT SPLICING SHALL BE PERFORMED BY FUSING OR WITH COUPLINGS SUPPLIED BY GRPU.
- 15. THE CONTRACTOR SHALL NOTIFY GRPU 72-HOURS PRIOR TO ANTICIPATED CABLE INSTALLATION INTO CABINETS/SWITCHES. GRPU WILL MAKE TERMINATIONS.
- 16. ANY REMAINING CABLE OR UNUSED CABLE SPOOLS SHALL BE RETURNED TO THE OWNER.
- 17. THE CONTRACTOR IS RESPONSIBLE TO REPLACE AND COMPACT THE SUBGRADE MATERIAL AND REPLACE THE PERMANENT SURFACE MATERIAL IN KIND (EXACTLY AS THE EXISTING). FINAL RESTORATION SHALL NOT OCCUR UNTIL GRPU HAS COMPLETED THE TERMINATIONS.
- 18. ALL MATERIAL AND EQUIPMENT TO BE USED IN CONSTRUCTION SHALL BE STORED AS TO BE PROTECTED FROM DETERIORATING EFFECTS OF THE ELEMENTS. IF OUTDOOR STORAGE CANNOT BE AVOIDED, THE MATERIAL AND EQUIPMENT SHALL BE STACKED ON SUPPORTS WELL ABOVE THE GROUND LINE AND PROTECTED FROM THE ELEMENTS AND WITH DUE REGARD TO PUBLIC SAFETY.
- 19. THE CONTRACTOR MAY USE GRPU AS A STAGING AREA. COORDINATE WITH GRPU FOR ACCESS.
- 20. THE CONTRACTOR SHALL GUARANTEE THE OPERATION OF THE INSTALLATION AND THAT THE MATERIALS AND WORKMANSHIP OF THE EQUIPMENT BE FREE FROM DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE, PROVIDING THE EQUIPMENT HAS BEEN OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. IF A DISPUTE EXISTS REGARDING WHETHER THE EQUIPMENT HAS BEEN MAINTAINED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS, THE ENGINEER'S DECISION WILL BE FINAL. THE GUARANTEE SHALL INCLUDE ALL PARTS AND LABOR NECESSARY TO RETURN THE SYSTEM TO NORMAL OPERATION. THE GUARANTEE ON ALL EQUIPMENT SHALL START AFTER FORMAL ACCEPTANCE OF EQUIPMENT AS DEFINED BY THE GENERAL CONDITIONS AND AFTER SUCCESSFUL COMPLETION OF STARTUP PROCEDURES.
- 21. CONTRACTOR SHALL SUPPLY ACCURATE AS-BUILT DRAWINGS OF THE PROJECT TO GRPU. DRAWINGS SHALL INDICATE LOCATION AND SETBACK OF CONDUIT, CABINETS AND SWITCH BASEMENTS WITHIN THE PROJECT LIMITS, MEASURED FROM A RELIABLE LOCATION.

SEH Project	GRAPU 183149	Rev.#	Plan Revision Issue Description	Date	Rev.#	Sheet Revision Issue Description	Date
Drawn By	JLR						
Designed By	AKF						
Checked By	JEK						



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

JOHN P. CARLSON, P.E.  
DATE: 03/28/2025 LICENSE NO. 24001

AIRPORT ROAD GRPU ELECTRIC NEW  
UNDERGROUND INSTALLATION  
GRAND RAPIDS, MN

CONSTRUCTION NOTES, ESTIMATE,  
AND SPECIFICATIONS







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MATCHLINE B  
SEE SHEET 3

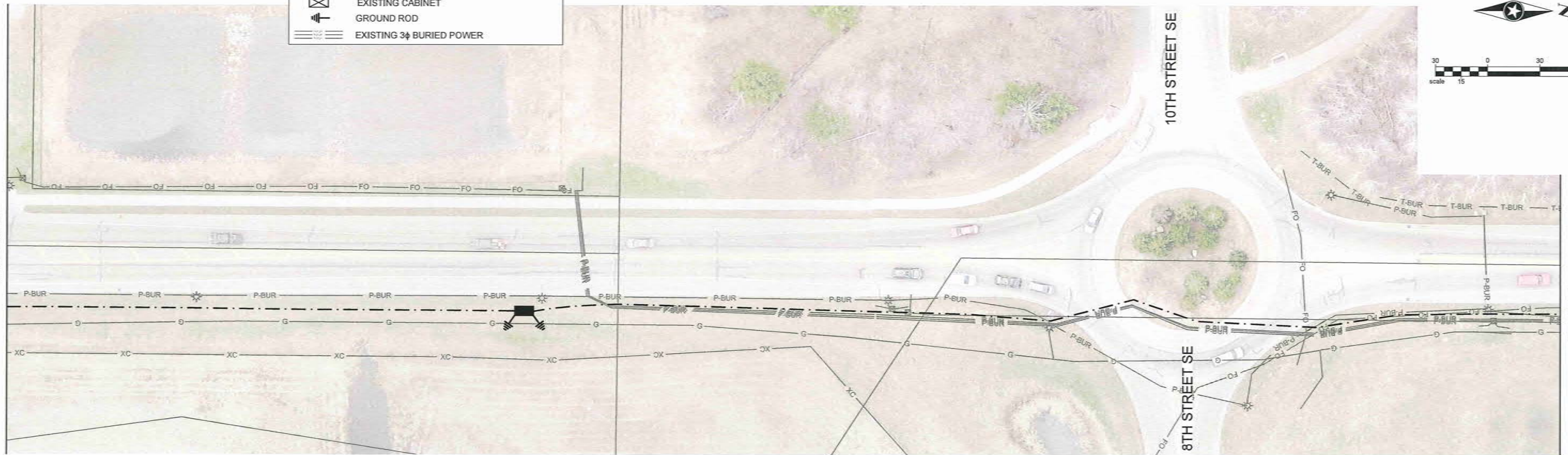


MATCHLINE C  
SEE LOWER LEFT

LEGEND	
	INSTALL UNDERGROUND INNERDUCT/CABLE
	INSTALL CABINET
	INSTALL SWITCH BASEMENT
	EXISTING CABINET
	GROUND ROD
	EXISTING 34 BURIED POWER

AIRPORT RD

MATCHLINE C  
SEE UPPER RIGHT



MATCHLINE D  
SEE SHEET 5

AIRPORT RD

SEH Project	GRAPU 183149	Rev.#	Plan Revision Issue Description	Date	Rev.#	Sheet Revision Issue Description	Date
Drawn By	JLR						
Designed By	AKF						
Checked By	JEK						



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*John P. Carlson*  
JOHN P. CARLSON, P.E.  
DATE: 03/28/2025 LICENSE NO. 24001

AIRPORT ROAD GRPU ELECTRIC NEW  
UNDERGROUND INSTALLATION  
GRAND RAPIDS, MN

INFRASTRUCTURE IMPROVEMENTS



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*John P. Carlson*  
JOHN P. CARLSON, P.E.  
DATE: 03/28/2025 LICENSE NO.: 24001

AIRPORT ROAD GRPU ELECTRIC NEW  
UNDERGROUND INSTALLATION  
GRAND RAPIDS, MN

INFRASTRUCTURE IMPROVEMENTS

LEGEND	
	INSTALL UNDERGROUND INNERDUCT/CABLE
	INSTALL CABINET
	INSTALL SWITCH BASEMENT
	EXISTING CABINET
	GROUND ROD
	EXISTING 3Ø BURIED POWER