



# **PROJECT MANUAL**

**FOR**

## **BURLEIGH COUNTY GRAVEL CRUSHING 2025**

**BURLEIGH COUNTY PROJECT NO.: 1002(25)**

**IN**

**BURLEIGH COUNTY,  
NORTH DAKOTA**

**PREPARED BY:**

**BURLEIGH COUNTY HIGHWAY  
DEPARTMENT**

**SPECIFICATION DATE: JANUARY, 2025**

**PROJECT NO. 1002(25) BURLEIGH COUNTY GRAVEL CRUSHING  
2025, BURLEIGH COUNTY, NORTH DAKOTA**

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**GRAVEL CRUSHING 2025  
BURLEIGH COUNTY, NORTH DAKOTA**

**APPROVAL OF BURLEIGH COUNTY ENGINEER**

I, Marcus Hall, P.E., County Engineer for the Burleigh County, North Dakota, hereby certify that I have reviewed this project manual for Project No. 1002(25) Burleigh County Gravel Crushing 2025, Burleigh County, North Dakota for general consistency with the established policies and requirements of Burleigh County, North Dakota.

Marcus J. Hall /s/

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01/22/2025

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Marcus J. Hall, P.E.  
Registered Professional Engineer  
North Dakota Registration No. PE-5785

Date

**ENGINEER'S CERTIFICATE**

I, Daniel L. Schriock, a Registered Professional Engineer in the State of North Dakota, hereby certify that the project manual for Project No. 1002(25) Burleigh County Gravel Crushing 2025, Burleigh County, North Dakota were prepared under my supervision and are complete and correct to the best of my knowledge and belief.

Daniel L. Schriock /s/

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01/22/2025

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Daniel L. Schriock, P.E.  
Registered Professional Engineer  
North Dakota Registration No. PE-7126

Date

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**BURLEIGH COUNTY GRAVEL CRUSHING 2024  
BURLEIGH COUNTY, NORTH DAKOTA**

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**I. INFORMATION TO BIDDERS**

**A. BID PROCEDURES**

1. Burleigh County hereafter called the “Owner”, will receive bids on the attached proposal form located in the project manual. The bid must be properly executed, signed and placed in an envelope addressed to “Burleigh County” and designated as **“Project No 1002(25) Burleigh County Gravel Crushing 2025”**
2. The Bidders shall acknowledge receipt of addenda on both the outside of the envelope and on the appropriate blanks on the proposal documents. The bids shall be received at the office of Burleigh County Auditor’s Office, 221 North 5<sup>th</sup> Street, P.O. Box 5518, Bismarck, ND 58506 by March 11, 2024 at 1:30 P.M. local time.
3. Bid packets will consist of two separate envelopes – a large envelope and a small envelope. The small separate envelope, attached to the outside of the large envelope, shall contain Contractor’s license or certificate of renewal thereof issued by the Secretary of State as required by Section 43-07-12 of the North Dakota Century Code as amended and a bidder’s bond in the amount of five (5) percent of the amount bid as required by Section 48-01.2-10, North Dakota Century Code, as amended and executed as provided by law. The larger envelope shall contain the bid on the County’s bid form. All bids must be upon the basis of cash payment for the work and materials.
4. The Owner reserves the right to reject any and all bids, to waive any irregularities and to hold all bids for a period not exceeding thirty (30) calendar days after the date of bid opening.
5. Bidding documents are available at Burleigh County Highway Department website: <https://connex.uccs.com/>
6. Bidders shall satisfy themselves as to the nature of the material to be handled and the local conditions affecting the work, and if conditions are found to be different than anticipated by the Contractor subsequent to the signing of the Agreement, it shall not in any way relieve the Contractor from its obligation or any risks from the fulfillment of all the work and terms of the contract.

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**B. AGREEMENT AND DOCUMENTS POST BID**

1. The bidder to whom the work is awarded will be required to enter into an Agreement and with the requirement for performance bond in the amount of 100% of amount bid, payment bond, certificates of insurance, and Workforce Safety & Insurance Premium Payment Certificate. Said documents shall be delivered to the Burleigh County Engineer within thirty (30) calendar days from the date when Notice of Award is delivered to the Bidder.
2. The Owner upon receipt of the above described documents and Form of Agreement and all other necessary paperwork signed by the party of who the Agreement was awarded shall sign this Agreement. After receipt of said items, the County Engineer shall issue a Notice to Proceed. The Contractor shall have until October 15<sup>th</sup>, 2025 to complete all work specified unless otherwise specified in this project manual. If work is unfinished at the completion date the Contractor shall be subject to liquidated damages as specified in the most current version of the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction, in Section 108.07 B.

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**II. GENERAL PROVISIONS**

- A.** The work shall be performed in accordance with the most current version of the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction as supplemented and/or modified by the enclosed Project Special Provisions. It shall be necessary for the Contractor to reference materials in the said specifications not included herein.
- B.** The enclosed Project Special Provisions, the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction, the Plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both. In case of discrepancy, calculated dimensions will govern over scaled dimensions. In case of discrepancy between plans and specifications, the plans will govern.
- C.** The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be necessary for fulfilling the intent of the Plans and Specifications.
- D.** While it is believed that much of the information pertaining to conditions which may affect the cost of the work are shown in the project manual, Burleigh County Highway Department does not warrant the completeness or accuracy of such information. The Contractor will ascertain the existence of conditions affecting the cost of the work, which would have been disclosed by a reasonable examination of the site.
- E.** The Contractor will give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the County Engineer and other Contractor's in every way possible to complete the project within the designated time frame and authorized extensions.
- F.** The Contractor will thoroughly examine all project documents as well as any associated or related Burleigh County or manufacturer's documents.
- G.** The Contractor will consider all federal, state and local laws and regulations that may affect the cost, progress, and performance of the work. All necessary state, federal, or local permits required will be the responsibility of the contractor.
- H.** Bidders should make necessary site investigations to determine satisfactory pit locations. All pre-bid test holes will be filled and leveled before leaving the site.

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Contractor will contact County Engineer prior to entering any of the sites so that the County can notify land owners. Do not bid crushing at a specific site unless assured of making product specified.

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**III. SPECIAL PROJECT PROVISIONS**

**SPECIAL PROVISION NO. 01  
County Engineer's Status During Construction**

The County Engineer will be Burleigh County's representative during the work being performed on Project No. 1002(25) Burleigh County Gravel Crushing 2025. The County Engineer or his representative will be the Owner's representative during the course of the work.

The County Engineer shall have general authority to ensure that all work complies with the plans and specifications. He has authority to stop the work when such stoppage may, in his opinion, be necessary to ensure proper execution of the contract and overall project quality. He shall also have the authority to reject all work and materials which do not conform to the plans and specifications and to decide all questions which arise in the execution of the work. The County Engineer shall not be obliged to approve or give opinions as to the construction procedures, methods, or means. All such decisions of the County Engineer shall be final.

**SPECIAL PROVISION NO. 02  
Award and Contract Security**

The Bidder to whom the award is made will be required to enter into a written contract with Burleigh County. Simultaneously with the Contractor's delivery of the executed contract, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) for the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

**SPECIAL PROVISION NO. 03  
Contractor's Insurance**

**Burleigh County** shall also be listed as an additional insured under all required policies.

**SPECIAL PROVISION NO. 04  
Utility Note**

It shall be the responsibility of the Contractor to familiarize themselves with the location of all existing septic systems, sewer and water mains and service lines, gas mains, and service lines, telephone, cable television, power, light, telephone poles, fiber optic and guys, steam lines, valve boxes, and stop boxes and all utility installations that might be affected in the performance of the work. The Contractor shall notify all utility companies at least 48 hours in advance of any construction affecting said utilities, and the Contractor



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and the Owner shall work out with said utilities any conflicts or changes. The Contractor shall coordinate with utility companies for any temporary or relocated utilities.

**SPECIAL PROVISION NO. 05  
Surveying**

The Contractor shall be responsible for notifying the Owner's surveyor a minimum of two (2) working days prior to any expected survey. During the course of the work, the Contractor shall protect and preserve the staking and shall make no changes or relocations without the approval of the County Engineer.

**SPECIAL PROVISION NO. 06  
Payment of Material Testing**

The Owner will pay the costs of testing laboratory services. The Contractor shall be responsible for payment on all failed tests.

**SPECIAL PROVISION NO. 07  
Testing**

The contractor shall take random samples from the conveyor belt representative of approximately each 2,500 cubic yard lot, and provide conformance with specification results to the County. Samples shall be split with the split sample to be provided to the County for testing by a 3<sup>rd</sup> party for quality QA/QC.

All test reports shall be sent to Marcus Hall, Daniel Schriock, Wayne Klein, and Lonny Hertel at the Burleigh County Highway Department and a copy to the Contractor.

**SPECIAL PROVISION NO. 08  
Class 13 Aggregate Surfacing Modified\***

Contractor will crush material at locations as designated on the map to meet the following specification:  
NDDOT Class 13 Aggregate Surfacing Modified (\*)

NDDOT Class 13 Aggregate Surfacing Modified(\*) (PI) Modify minimum fracture faces of 30%

Sieve Size	Percent Passing
1 inch	100
¾ inch	70-98 *
½ inch	50-90 *
No. 4	38-65 *
No. 8	22-62
No. 30	12-45
No. 200	7-15
Plasticity Index (PI)	2-6 *
ND T 113, Shale (max %)	12%
AASHTO T96, L.A. Abrasion (%max)	50%
NDDOT 4, Fractured Face <sup>1</sup>	30%

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<sup>1</sup>Minimum weight percentage allowable for the portion of the aggregate retained on a No. 4 sieve having at least 1 fractured face

**SPECIAL PROVISION NO. 09**

**New Stockpile Locations**

One settings of new stockpile locations totaling around 20,000 cubic yards, more or less, will be crushed this year. The minimum amount crushed in each pit location will be 20,000 cubic yards.

Prior to set up, Burleigh County will provide prospecting & pit maps for each site. Maps will include topsoil depth for each test hole, test hole locations, gravel depths, description of gravel, average over burden depth, average gravel depth & estimated amount in deposit. Burleigh County will stake the pit and mark test holes by G.P.S.

If necessary, the County will supply field rock to be crushed and clay material to be added in the processing of the stockpiles to target Burleigh County's NDDOT Class 13 Aggregate Surfacing as modified in Special Provision No. 08.

The Contractor will supply a jaw crusher capable of handling up to a 24" inch diameter rock

Class 13 Aggregate Surfacing Modified crushing bid to include stripping over burden of up to 24" average depth, backfilling and sloping of entire pit to a minimum slope of 4:1. If average overburden exceeds the 24" average, a method of payment for extra work shall be agreed upon prior to any work taking place. Contractor's crushing equipment must meet the approval of the County Road Superintendent prior to award of bid.

No stockpiling will be started until the County Engineer has been notified of the location.

**SPECIAL PROVISION NO. 10**  
**Reprocessing of Existing Stockpiles**

There are no reprocessing settings in 2025.

Prior to set up, Burleigh County will provide gradation reports & pit maps for each site. Gradations and Maps are included in this Project Manual.

If necessary, the County will supply field rock to be crushed and clay material to be added in the reprocessing of the stockpiles to target Burleigh County's NDDOT Class 13 Aggregate Surfacing Modified as shown in Special Provision No. 08.

The Contractor will supply a jaw crusher capable of handling up to a 24" inch diameter rock.

**SPECIAL PROVISION NO. 11**

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**Crushing of Asphalt Millings**

One setting of crushing of asphalt millings totaling approximately 20,000 Cubic Yards will be done this year. The minimum amount of reprocessing at each site will be 20,000 cubic yards.

Crushed Millings will need to meet following gradation:

Sieve Size	Percent Passing
1 inch	100

**SPECIAL PROVISION NO. 12  
Reclaiming of Reject Material**

Reclaiming reject material shall be handled as directed by County Engineer. Price of reclaiming reject material shall be included in prices for all items bid.

**SPECIAL PROVISION NO. 13  
Payment**

Payment will be made on actual measured stockpile quantity in cubic yards of total stockpiled material. Reject material will not be paid for and will be reclaimed at the direction of the engineer. The stockpile will be measured within 10 business days of the Contractor notifying the County that the stockpile is complete. In the case of a discrepancy, the County will re-measure the stockpile at Contractor's request and expense. Alternatively, the Contractor may opt to have the pile measured by an approved 3<sup>rd</sup> party at their own expense. The re-measured quantity will be the basis for final payment.

**SPECIAL PROVISION NO. 14  
Stockpile Operations**

During the pile stacking operations, the Contractor will make every effort to provide a uniform pile. If the material is dry or the wind is causing the fine material to blow, the Contractor will stop operations or elect to water the material prior to coming off the belt and being placed in a pile.

The finished product shall be stockpiled in a minimum of four (4) equal lifts to minimize aggregate separation of stockpile.

**SPECIAL PROVISION NO. 15  
Reclaiming**

The Contractor will be responsible for, but not limited to, restoring the work area and replacing the topsoil and reclaiming the pit before final payment. Include cost for reclaiming in price bid for crushing items.

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**IV. FORMS**

1. Field Order
2. Change Order

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**V. PROPOSAL**

- A.** The Bidder hereby certifies that he has personally examined the location and construction details of work outlined on the plans and specifications for the construction of Project No. 1002(25) Burleigh County Gravel Crushing 2025, Burleigh County, North Dakota.
- B.** Further, the bidder certifies that he has read and thoroughly understands the information given in the project manual and contract documents governing the work associated with these work activities and the method by which payment will be made for said work.
- C.** In submitting this bid it is understood that the right to reject any and all bids is reserved to the **Owner**, and it is agreed that this bid may not be withdrawn during the period of days provided in the Information to Bidders.
- D.** The quantities shown are estimated quantities based on information available at the time. It is mutually understood that these quantities may change at the time of work due to changes or unforeseen conditions which may be encountered. Payment will be made for the final amount of work completed at unit prices specified in the contract. Cubic yard quantities will be rounded to the nearest cubic yard.
- E.** The Bidder hereby proposes to undertake and complete the work in accordance with said project manual, specifications, and contract documents and at the following schedule of rates and prices:
- F.** The Bidder hereby certifies:
  - 1.** That this bid is genuine and is 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 groups, associations, or organizations.
  - 2.** That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
  - 3.** That he has not solicited or induced any person, firm or corporation to refrain from bidding.
  - 4.** That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the **Owner**.
  - 5.** All work performed under this contract shall be by the company or firm to which the contract is awarded and no portion shall be awarded to a subcontractor unless authorized in writing by the **Owner**.



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**6.** He has received addenda:

No.	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____

**G.** The following documents are attached and made a condition of this bid: Copy of North Dakota Contractor's License of Certificate of Renewal.

**H.** The **Contractor** shall be required to submit the entire specification with the proposal attached.

**I.** The **Contractor** shall indicate the type of organization by placing an "X" in the correct designation.

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

**J.** The **Contractor** shall fill in the following information regarding their North Dakota Contractor's License:

License Class \_\_\_\_\_

License Number \_\_\_\_\_

Date Issued/Renewed \_\_\_\_\_

**K.** The **Contractor** shall sign and supply all the following information:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title of Signee \_\_\_\_\_

Official Address \_\_\_\_\_

Phone No. (Office) \_\_\_\_\_

**Schedule of Prices**

No.	Spec	Code	Item	Units	Quantity	Unit Price	Total Price
1	103	0100	CONTRACT BOND	L SUM	1		
2	BCND13M		NDDOT CLASS 13 AGGREGATE SURFACING MODIFIED	CY	20,000		
3	702	0100	MOBILIZATION	L SUM	1		
4	1002	0024	CRUSHING OF RAP	CY	20,000		

**GRAND TOTAL BID \$**\_\_\_\_\_

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

Bidder \_\_\_\_\_

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

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

Bidder

Signature: \_\_\_\_\_