

**ADDENDUM NO. 1**

**January 13, 2026**

**FOR**

**Beach 2026 Main St and Central Ave Reconstruction**

**FOR**

**CITY OF BEACH**



This Addendum No. 1 forms a part of the Contract Documents and modifies the original Bidding Documents as noted within this Addendum. All provisions of the Contract Documents not in conflict with this Addendum shall remain in full force. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This addendum consists of three (3) pages and five (5) attachments.

**CHANGES TO DIVISION 00 – CONTRACT DOCUMENTS:**

1. TABLE OF CONTENTS

- a. **REMOVE** Specification Section 01 57 13 – Temporary Erosion and Sediment Control from the Table of Contents.

2. EJCD C-111 Advertisement for Bids for Construction Contract

**Bid opening date has been changed due to publication issues:**

- a. **REVISE** Bid Opening date to Thursday, March 12, 2026.

3. EJCDC C-200 Instructions to Bidders for Construction Contract

- a. **REVISE** Pre-Bid Meeting date in Paragraph 4.02.A.1 to “Tuesday, March 3, 2026”
- b. **REVISE** Pre-Bid Meeting topic in Paragraph 4.04.C.2 to “Asphalt and wood surface replacement by BNSF Railway.”

## **CHANGES TO DRAWINGS**

### 1. **SHEET C002 CONSTRUCTION NOTES**

#### a. **REVISE** Traffic Control Note 4.e.iii:

- iii. ENSURE NEW PAVEMENT INSTALLED HAS ACHIEVED THE REQUIRED STRENGTH, REMOVE EQUIPMENT AND MATERIALS, SWEEP PROJECT ROADWAYS, AND CLEAR TRAFFIC CONTROL FROM THE ROADWAY AND SIDEWALKS (EXCLUDING TRAFFIC CONTROL DEVICES USED FOR THE BORING OPERATIONS) FOR THE PARADE PATH FOR THE SPIRIT OF THE WEST FESTIVAL (6<sup>TH</sup> AVE NW, ALL OF CENTRAL AVE, AND THE FIRST BLOCK AND A HALF OF MAIN ST E). COMPLETE ANY WORK STARTED PRIOR TO SWEEPING AND REMOVAL OF TRAFFIC CONTROL DEVICES.

### 2. **SHEET C518 DETAILS**

- a. **REVISE** Detail 1/C518 callout on the right sidewalk base course section regarding compaction from “(MODIFIED PROCTOR)” to “(STANDARD PROCTOR)”
- b. **REVISE** Detail 2/C518 callout at the subgrade section from “EXISTING SUBGRADE” to “12” SUBGRADE PREP”.

**END OF ADDENDUM NO. 1 (SEE ATTACHMENTS)**

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## ADVERTISEMENT FOR BIDS

**City of Beach  
Beach, North Dakota  
Beach 2026 Main St and Central Ave Reconstruction**

### General Notice

**City of Beach** (Owner) is requesting Bids for the construction of the following Project:

**Beach 2026 Main St and Central Ave Reconstruction  
AE2S Project Number: P05066-2024-001**

Bids for the construction of the Project will be received at the **Beach City Hall** located at **153 East Main Street, PO Box 278, Beach, ND 58621**, until **Thursday, March 12, 2026, at 11:00 AM Mountain Time (MST)**. At that time the Bids received will be **publicly** opened and read.

**Bids being mailed or delivered prior to March 12, 2026, can be sent to:**

City of Beach  
Attn: Kim Gaugler, City Auditor  
153 Main Street  
Beach, ND 58621

-or-

Bids shall be uploaded to: **QuestCDN vBid System**. Bids will be read aloud via in person and via Microsoft Teams conferencing:

Video and Audio Link: [Join the meeting now](#)

Meeting ID: 230 793 109 659 79  
Passcode: em38FH2q

Audio Only:

Phone Number: 1 (701) 566-0964  
Meeting ID: 117 428 949#

The Project includes the following Work:

**Contract No. 1 – Base Bid:** Work generally consists of bonding, mobilization, surfacing removal, base recompaction, and surfacing replacement of the corridors of Main Street, Central Ave, and 6<sup>th</sup> St NW. The improvements include erosion control, traffic control, removal of 27,789 SY of bituminous pavement, removal of 30,856 SF of millings, removal of 5,335 SF of concrete driveways, removal of 6,975 LF of curb & gutter, removal of 2,018 SF of valley gutter, removal of 10,118 SF of sidewalk, removal of 7,804 concrete pavement, removal of 3,878 concrete base (5" depth), installation of 32,134 SY of bituminous paving (7" depth), installation of 36,541 SY of aggregate base (12" depth), 36,541 of 12" subgrade preparation, installation of 6,840 SF of concrete driveways, installation of 7,541 LF of curb & gutter, installation of 5,066 SF of valley gutters, installation of 1,574 SY of concrete sidewalks, adjusting manholes, gate valve boxes, inlets, and curb stops, installation of 2 curb inlets and 2 72" manholes, crosswalk restriping, and seeding and maintenance.

**Contract No. 1 – Alternate No. 1 – 2nd Ave NE Storm Sewer:** Work generally consists of removing existing storm sewer system and installing a new system on 2<sup>nd</sup> Ave NE. These improvements include removing 2 curb inlets and storm sewer pipe, removing 308 SY of asphalt paving, installation of a catch basin, installation of 4 curb inlets, 2 inlets specials, 2 72” manholes, installation of 55 LF of 30” RCP pipe, installation of boring 36” steel pipe for 241 LF, installation of a 36” RCP FES, installation of 41 CY of NDDOT Grade I riprap, installation of 4,156 SF concrete flume, installation of 308 SY of bituminous paving, concrete replacement, backfilling, restriping, and topsoiling.

**Contract No. 1 – Alternate No. 2 – 2nd Ave NE Repaving:** Work generally consists of 2” mill and overlay and chip sealing of the roadway on 2<sup>nd</sup> Ave NE and restriping and reconstructing the intersection of 2<sup>nd</sup> Ave NE and 1<sup>st</sup> St NE.

**Contract No. 1 – Alternate No. 3 – Valley Gutter & Chip Sealing:** Work generally consists of chip sealing of the asphalt pavement in the Base Bid as well as 1<sup>st</sup> St NE and 5<sup>th</sup> Ave SE and the installation of a new valley gutter on 2<sup>nd</sup> St SE and 6<sup>th</sup> Ave SE.

Bids are requested for the following Contract: **Contract No. 1 – General Construction and its Alternates No. 1, No. 2, & No. 3.**

### **Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

[www.QuestCDN.com](http://www.QuestCDN.com) Project # 10007112

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Information and Bidding Documents for the Project can also be found at the issuing Office for the Bidding Documents:

**Advanced Engineering and Environmental Services, LLC (AE2S)  
1815 Schafer St. Suite 301  
Bismarck, ND 58501**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM to 5:00 PM Central Standard Time (CST) and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Copies of the Bidding Documents may be obtained from the Issuing Office or designated websites by paying a non-refundable deposit of \$50 for each set.

**Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**This Advertisement is issued by:**

Owner: **City of Beach**

By: **Kim Gaugler**

Title: **City Auditor**

Date: **January 5, 2026**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
  - B. *Owner* – City of Beach
  - C. *Bidder* - the individual or entity who submits a Bid directly to Owner.
  - D. *Issuing Office* - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
  - E. *Successful Bidder* - The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner’s evaluation is hereinafter provided) makes an award.
  - F. *Responsive Bid* - A responsive Bid is one from a Bidder that meets all of the requirements found in the Bidding Documents for submission of a Bid in accordance with Article 15 of this section and the General Requirements.
  - G. *Responsible Bid* - A responsible bid is one from a Bidder that has the following:
    - 1. Financial resources, technical qualifications, experience and facilities adequate to carry out the Project, or a demonstrated ability to obtain these.
    - 2. Resources to meet the completion schedule contained in the Agreement.
    - 3. A satisfactory performance record for completion of other projects.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are

complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

3.01 ***Removed.***

3.02 ***Removed***

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will be conducted for this project two (2) weeks prior to Bid Opening. The meeting will be held to discuss any questions and/or concerns from prospective Contractors. Notification will be sent to Planholders one week in advance for the time of the meeting.
- 4.02 The pre-bid meeting will be conducted via **Microsoft Teams conferencing**:
- A. Date and Time:
    - 1. Date: **Tuesday, March 3, 2026**
    - 2. Time: **9:00 AM Mountain Time (MST)**
  - B. Video and Audio Link: [Join the meeting now](#)
    - 1. Meeting ID: 270 744 189 496 31
    - 2. Passcode: WZ6qJ27d
  - C. Audio Only:
    - 1. Phone Number: 1 (701) 566-0964
    - 2. Meeting ID: 461 424 101#
- 4.03 Attendees: Owner, Engineer, prospective Prime Contractors, and prospective jack and boring SubContractors.
- 4.04 Topics for discussion will include, but are not limited to:
- A. Project Phasing to reduce the impact to the local community due to road and sidewalk closures for purposes, events, and community dates, such as:
    - 1. Always maintaining access north and south across the BNSF Railroad tracks at any given time on either Central Ave or 2<sup>nd</sup> Ave NE.
    - 2. Last and first days of the Beach High School,
    - 3. Keeping 2<sup>nd</sup> Ave NE opened to allow for trucks to pull out of the agronomy building on the northeast corner of Main Street and 2<sup>nd</sup> Ave NE,
    - 4. Completing open work areas, removing traffic control, and removing equipment out of the project site prior to the start of the Spirit of the West festival.

- B. Coordination and Contractor requirements for work in BNSF Railway Right-of-Way,
  - C. Work being performed by others that will impact the order of the Work, such as:
    - 1. Utility relocations at 2<sup>nd</sup> Ave NE (if Alternate 1 is awarded),
    - 2. Asphalt and wood surface replacement by BNSF Railway.
  - D. The jack and boring of smooth steel pipe underneath BNSF Railroad track on 2<sup>nd</sup> Ave NE.
- 4.05 Neither the Owner nor the Engineer will record or distribute pre-bid meeting minutes to participants or Planholders. Following the pre-bid meeting, if deemed necessary by the Engineer, an Addendum will be issued to clarify or modify the project documents based on discussions during the pre-bid meeting.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a ~~Geotechnical Baseline Report (GBR)~~ and Geotechnical Data Report (GDR).
    - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.
    - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
    - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
    - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
  - B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
  - B. **Removed.**
  - C. **Removed.**
  - D. Bidders visiting the Site are required to arrange their own transportation to the Site.
  - E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Kim Gaugler (701-872-4103)**. Bidder must conduct the required Site visit during normal working hours.
  - F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
  - G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional

examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. Submit Questions to Zac Ranisate, PE at [Zac.Ranisate@AE2S.com](mailto:Zac.Ranisate@AE2S.com)

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five (5)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 **Removed.**
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 **Removed.**
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and

equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- 12.02 All blanks on the Bid Form must be completed in ink or by typewriter and the Bid signed.
- A. Mail Option: Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternat items, then Bidder may enter the words “No Bid” or “Not Applicable”.

- B. QuestCDN vBid System Option: A Bid price shall be indicated on the Bid Form and entered online into the vBid system. If there are any discrepancies, the bid price will be governed by the vBid system.
- 12.03 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.04 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.05 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.06 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.07 A Bid by an individual must show the Bidder's name and official address.
- 12.08 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.09 All names must be printed in ink below the signatures.
- 12.10 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.11 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.12 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.13 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

13.01 *Removed.*

13.02 *Removed.*

13.03 *Removed.*

13.04 *Removed.*

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Removed.*

13.07 *Removed.*

#### **ARTICLE 14—SUBMITTAL OF BID**

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

14.04 Bidder shall prepare his or her bid as follows:

A. Mailing Option

1. Enclose in a *opaque* sealed envelope:
  - a. Completed Bid Form. (EJCDC C-410, 2018)
  - b. Bidder Qualifications Statement. (EJCDC C-451, 2018)
2. Mark on the *outside* of the opaque sealed envelope:
  - a. "BID ENCLOSED"
  - b. City of Beach  
Attn: Kim Gaugler, City Auditor  
153 Main Street  
Beach, ND 58621
  - c. BID FOR: Beach 2026 Main St and Central Ave Reconstruction
  - d. BID FROM: (Name and address of the Bidder)  
  
Acknowledgement of Receipt of Addenda \_\_\_\_\_ through \_\_\_\_\_.  
(Fill in appropriate Addendum numbers.)

**Note: Any Bidder who fails to acknowledge receipt of all Addenda on the outside of the Bid envelope shall be considered non-responsive and that Bid will not be opened.**

3. Attach to outside of sealed opaque envelope containing bid a separate sealed envelope containing the following:
  - a. Bid Bond. (EJCDC C-430, 2018)
  - b. North Dakota State Contractor's License or Certificate of Renewal.

**Note: any Bidder who fails to include both forms indicated above within the Bid Bond envelope shall be considered non-responsive and that Bid will not be opened.**
4. Bids arriving after the established time will be returned unopened. Bids or Bid Bonds sent by facsimile or email will not be considered, nor will modifications sent by facsimile or email be considered.
5. If a Bid is sent by mail or other non-electronic delivery system, the sealed envelope contained the Bid and the associated attached Bid Security envelope shall be enclosed in a separate envelope, plainly marked on the outside with the notation "BID ENCLOSED"

6. A mailed bid shall be addressed to:

City of Beach  
Attn: Kim Gaugler, City Auditor  
153 Main Street  
Beach, ND 58621

B. QuestCDN vBid System Option

1. Required Attachments to be uploaded:

- a. Signed and Scanned Bid Form and Acknowledgement of Addenda.
- b. Bidder Qualifications Statement. (EJCDC C-451, 2018)
- c. Bid Bond. (EJCDC C-430, 2018)
- d. North Dakota State Contractor's License or Certificate of Renewal.

**Note: any Bidder who fails to include both forms indicated above within the Bid Bond envelope shall be considered non-responsive and that Bid will not be opened.**

2. Required Forms to be Completed:

- a. Signed and Scanned Bid Form for reference purposes; Complete online Bid Form shall govern over any discrepancies.

**Note: Any Bidder who fails to include all forms indicated above within the above time frame shall be considered non-responsive and that Bid will not be opened.**

#### ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids **for any reason**, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - D. Removed.
  - E. Removed.

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is not exempt from **State of North Dakota** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall be included in the Bid. Contracts to be assigned

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

NOT USED

SEDIMENTATION, OR DISTURBANCE OCCURS DUE TO NON-COMPLIANCE WITH ANY OF THESE PERMITS OR REGULATIONS, RESTORE IMPACTED AREAS AT NO COST TO THE OWNER. IF NON-COMPLIANCE WITH REGULATIONS AND PERMITS OCCURS, AT NO ADDITIONAL COST TO THE OWNER:

- i. REMOVE SEDIMENT AND RESTORE IMPACTED AREAS TO THE SATISFACTION OF THE OWNER AND THE AUTHORITIES HAVING JURISDICTION;
  - ii. INSTALL OR CORRECT PREVENTATIVE MEASURES TO THE SATISFACTION OF THE AUTHORITIES HAVING JURISDICTION;
  - iii. PAY ANY FINES OR OTHER ADDITIONAL REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION; AND
  - iv. MEET THE CONTRACT SCHEDULE FOR PROJECT COMPLETION.
- c. ALL TEMPORARY PERIMETER EROSION AND SEDIMENT CONTROL DEVICES, SUCH AS SILT FENCE AND CONSTRUCTION ENTRANCES, SHALL BE IN PLACE PRIOR TO BEGINNING ANY CONSTRUCTION ON THE PROJECT. TEMPORARY EROSION CONTROL AND SEDIMENT DEVICES INTERIOR TO THE SITE, SUCH AS INLET PROTECTION AND DITCH CHECKS, SHALL BE INSTALLED AS CONSTRUCTION PROGRESSES. THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSPECTED, MONITORED, AND MAINTAINED CONSISTENT WITH THE REQUIREMENTS OF THE STATE'S CONSTRUCTION GENERAL PERMIT UNTIL FINAL TURF COVER HAS BEEN ESTABLISHED AND ACCEPTED BY THE CITY AND NOTICE OF TERMINATION HAS BEEN FILED WITH THE STATE.
- d. TEMPORARILY STABILIZE EXPOSED AREAS WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED CONSISTENT WITH THE STATE'S CONSTRUCTION GENERAL PERMIT.
- e. PROVIDE A CONCRETE WASHOUT AREA ONSITE, MEETING THE STATE'S CONSTRUCTION GENERAL PERMIT.
- f. CLEAN STREETS, DRIVEWAYS, INTERSECTIONS, ETC. AFFECTED BY CONSTRUCTION ACTIVITIES INSIDE OR OUTSIDE OF CONSTRUCTION LIMITS DURING THE CONSTRUCTION PERIOD ON A DAILY BASIS. CONTRACTOR SHALL REPAIR AND CLEAN PAVEMENTS TO THE CONDITION THEY WERE IN PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO REOPENING LANE PORTIONS TO TRAFFIC BEFORE PAYMENT FOR RESTORATION BID ITEMS WILL BE PAID. THE CONTRACTOR SHALL SWEEP NEW PAVEMENTS BEFORE OPENING TO PUBLIC TRAFFIC AND NO MORE THAN 24 HOURS BEFORE A SCHEDULED INSPECITON. FOR ALL PAVEMENT SWEEPING, UTILIZE A VACUUM TYPE SWEEPER.
- g. ALL EROSION PREVENTION AND SEDIMENT CONTROL DEVICES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE HEIGHT OF THE DEVICE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW.

- h. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED ONCE THE NOTICE OF TERMINATION HAS BEEN FILED WITH THE STATE. SITE DISTURBANCE CAUSED BY REMOVAL OF THESE PRACTICES SHALL BE RESTORED CONSISTENT WITH THE SURFACE RESTORATION REQUIREMENTS SHOWN ON THE DRAWINGS. COSTS FOR RESTORATION SHALL BE AT THE CONTRACTOR'S EXPENSE.
- i. INSPECTIONS OF EROSION CONTROL PRACTICES AND RECORDS OF SITE INSPECTIONS SHALL BE CONSISTENT WITH THE REQUIREMENTS OF THE STATE'S CONSTRUCTION GENERAL PERMIT.

**TRAFFIC CONTROL NOTES**

1. GIVE THE ENGINEER A MINIMUM OF SEVEN (7) DAYS NOTICE PRIOR TO PLACING TRAFFIC CONTROL SIGNS FOR UNDERGROUND CONSTRUCTION, PAVEMENT REPLACEMENT, AND STREETScape CONSTRUCTION.
2. INFORM RESIDENTS AND BUSINESS OWNERS TO MOVE VEHICLES AND OF NO PARKING CONDITIONS TO ACCOMMODATE CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ACCESS AT ALL TIMES. CONTRACTOR SHALL MINIMIZE DISRUPTION OF TRAFFIC ON STREETS AND SIDEWALKS DURING THE ENTIRE CONSTRUCTION PERIOD.
3. FOLLOW THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS AND GUIDES FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION.
4. CONSTRUCT THE PROJECT IN FOUR PHASES. CREATE AND MAINTAIN TRAFFIC CONTROL PLAN FOR EACH PHASE. SUBMIT TRAFFIC CONTROL PLANS TO ENGINEER FOR REVIEW AND APPROVAL. SEE SHEETS G101-G110. "2" PHASES CAN BE CONSTRUCTED FIRST UPON ENGINEER'S APPROVAL. COMPLETE "A" PHASES PRIOR TO STARTING "B" PHASES. IN ALL CASES, PHASES SHALL ADHERE TO THE FOLLOWING CRITERIA:
  - a. PHASE 1A: WORK SHALL BE COMPLETED AND ACCEPTED IN THE ROADWAY (LESS PAVEMENT STRIPING) IN THIS AREA BEFORE STARTING PHASE 1B.
  - b. PHASE 1B: START THIS PHASE NO EARLIER THAN JUNE 1<sup>ST</sup>, 2026. THE GRAIN ELEVATOR AGRONOMY BUILDING LOADS TRUCKS THROUGH TO THE END OF MAY AND TRUCKS NEED TO EXIT ONTO 2<sup>ND</sup> AVE NE AND TURN ONTO MAIN STREET. COMPLETE THE WORK FROM CENTRAL AVE AND 4TH AVE NW TO 6<sup>TH</sup> ST NW AND 1<sup>ST</sup> AVE NW AND OPEN FOR TRAFFIC BY JULY 30<sup>TH</sup>, 2026, PRIOR TO SCHOOL START DATE.
  - c. PHASE 2A: WORK SHALL BE COMPLETED AND ACCEPTED IN THE ROADWAY (LESS PAVEMENT STRIPING) IN THIS AREA BEFORE STARTING PHASE 2B.
  - d. PHASE 2B: START THIS PHASE NO EARLIER THAN JUNE 1<sup>ST</sup>, 2026. THE GRAIN ELEVATOR AGRONOMY BUILDING LOADS TRUCKS THROUGH TO THE END OF MAY AND TRUCKS NEED TO EXIT ON 2<sup>ND</sup> AVE NE AND TURN ONTO MAIN STREET.
  - e. ALL PHASES: THE CONTRACTOR IS NOT ALLOWED TO WORK ON THE PROJECT DURING THE SPIRIT OF THE

WEST FESTIVAL (JULY 30<sup>TH</sup>, 2026 THROUGH AUGUST 2<sup>ND</sup>, 2026). THE FOLLOWING WORK THAT HAS BEEN STARTED PRIOR TO THE FESTIVAL MUST BE COMPLETED A MINIMUM OF ONE (1) WEEK BEFORE THE START OF THE FESTIVAL:

- i. ANY ACTIVE WORK WITHIN THE PROJECT ROADWAYS (LESS PAVEMENT STRIPING BUT INCLUDING CURB AND GUTTER) MUST BE COMPLETED AND ACCEPTED.
- ii. ANY ACTIVE WORK OUTSIDE OF THE ROADWAY (INCLUDING SIDEWALKS, DRIVEWAYS, APPROACHES, AND SEEDING BUT EXCLUDING PIPE BORING) MUST BE COMPLETED.
- iii. ENSURE NEW PAVEMENT INSTALLED HAS ACHIEVED THE REQUIRED STRENGTH, REMOVE EQUIPMENT AND MATERIALS, SWEEP PROJECT ROADWAYS, AND CLEAR TRAFFIC CONTROL FROM THE ROADWAY AND SIDEWALKS (EXCLUDING TRAFFIC CONTROL DEVICES USED FOR THE BORING OPERATIONS) FOR THE PARADE PATH FOR THE SPIRIT OF THE WEST FESTIVAL (6<sup>TH</sup> AVE NW, ALL OF CENTRAL AVE, AND THE FIRST BLOCK AND A HALF OF MAIN ST E). COMPLETE ANY WORK STARTED PRIOR TO SWEEPING AND REMOVAL OF TRAFFIC CONTROL DEVICES.
- iv. COORDINATE WITH BNSF RAILWAY FOR THEIR FORCES TO COMPLETE ALL REMOVALS AND INSTALLATIONS REQUIRED IN THE RAILROAD RIGHT-OF-WAY.

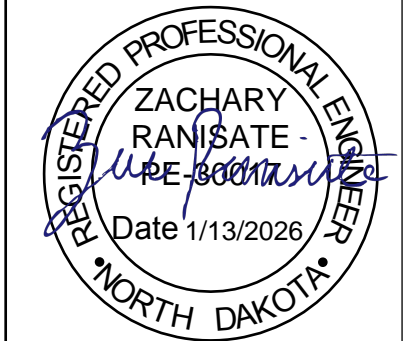
5. MAINTAINING TRAFFIC –DROP-OFFS: IF, AT THE END OF THE WORK-DAY, DROP-OFFS GREATER THAN 2 INCHES AND LESS THAN 18 INCHES OR SLOPES STEEPER THAN 4:1 EXIST BETWEEN THE EDGE OF A TRAFFIC LANE AND THE OUTSIDE EDGE OF THE PROPOSED ROADWAY, PERFORM ONE OF THE FOLLOWING ACTIONS:
  - a. CONSTRUCT A TRAVERSABLE WEDGE IN THE AREA OF THE DROP-OFF OR STEEP SLOPE; OR
  - b. PLACE TRAFFIC CONTROL DEVICES BETWEEN THE EDGE OF TRAVEL LANE AND THE DROP-OFF. USE A LATERAL BUFFER WIDTH NO LESS THAN 3 FEET. PROVIDE TEMPORARY SHOULDER DROP-OFF SIGNS PER MUTCD STANDARDS.

WHEN CONSTRUCTING A WEDGE, CONSTRUCT A WEDGE COMPOSED OF AGGREGATE MATERIALS WITH A 4:1 OR FLATTER SLOPE ALONG THE ENTIRE LENGTH OF THE AREA. INSTALL STACKABLE VERTICAL PANELS ALONG THE EDGE OF THE DRIVING LANE CLOSEST TO THE WEDGE.

THE ENGINEER WILL NOT MEASURE MATERIAL USED TO CONSTRUCT THE WEDGE. INCLUDE THE COST OF MATERIALS, EQUIPMENT, LABOR, AND INCIDENTALS REQUIRED FOR THIS OPERATION IN THE PRICE BID FOR TRAFFIC CONTROL PAY ITEM(S).



Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively



STATUS: BID DOCUMENTS  
 1/13/2026  
 ADDENDUM 1  
 DATE

**BEACH 2026 MAIN ST AND CENTRAL AVE RECONSTRUCTION**

Advanced Engineering and Environmental Services, LLC www.ae2s.com

**SHEET REISSUED BY  
 ADDENDUM 1**

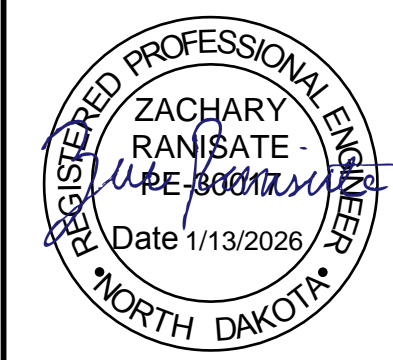
SHEET TITLE: CONSTRUCTION NOTES	
CLIENT: CITY OF BEACH BEACH, NORTH DAKOTA	PREPARED BY: KRK CHECKED BY: ZJR APPROVED BY: ZJR
PROJECT NO: 05066-2024-001 DATE: OCTOBER 2025 ALT. PROJECT NO:	SHEET DESIGNATOR: CIV SHEET NO: C002

File: W:\B\Beach\05066-2024-001\CAD\Drawings\Civil\Plan Sheets\C5-Details.dwg

Plotted By: Kyle Kruckenberg Date: Monday, January 12, 2026



Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively

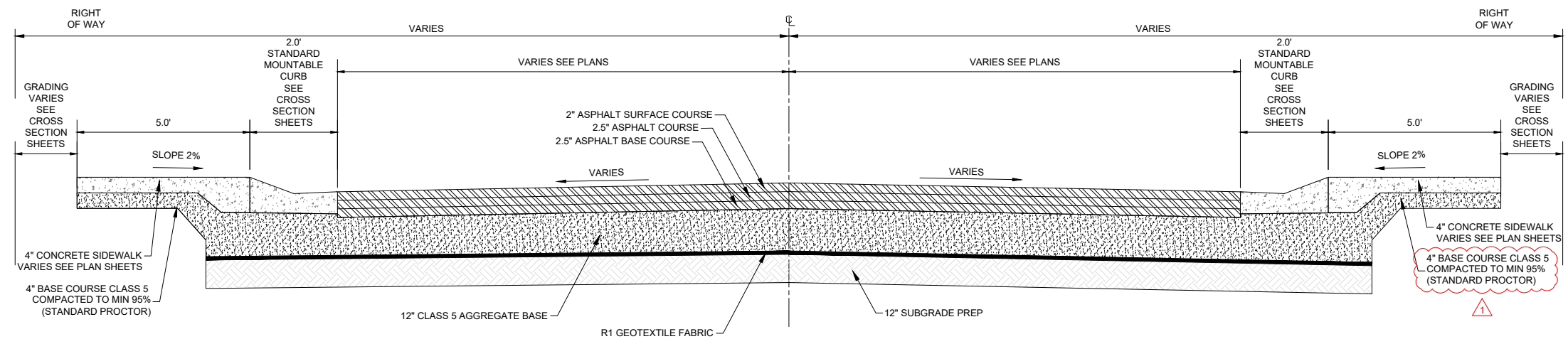


STATUS:	BID DOCUMENTS
SYM	DATE
APP	1/13/2026
	ADDENDUM 1

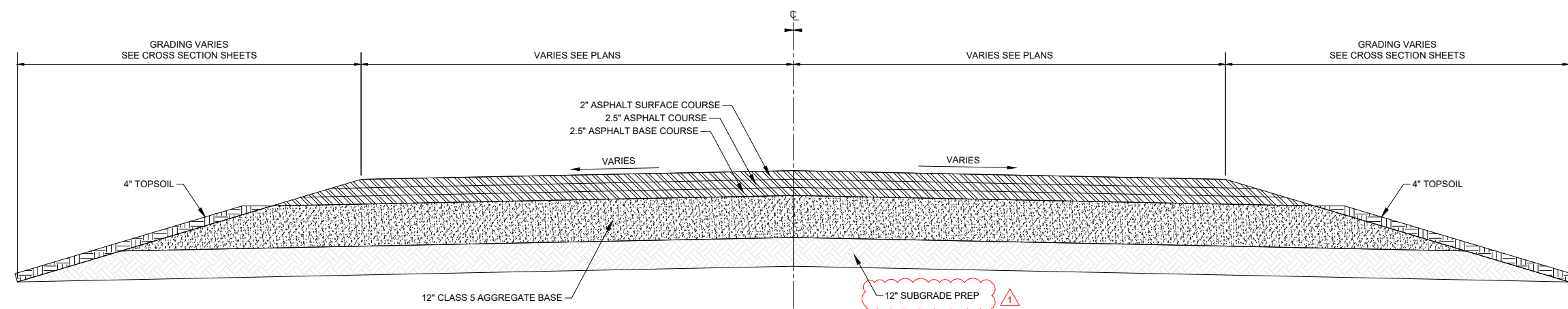
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Advanced Engineering and Environmental Services, LLC www.ae2s.com

**SHEET REISSUED BY ADDENDUM 1**

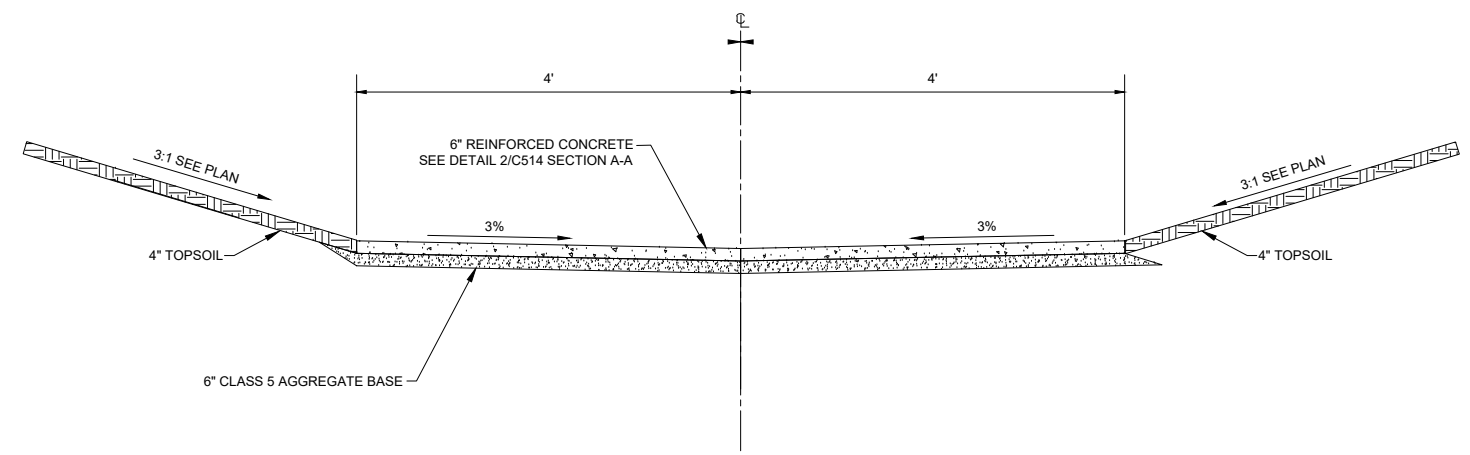
SHEET TITLE: <b>DETAILS</b>	
CLIENT: <b>CITY OF BEACH</b> BEACH, ND	PREPARED BY: KKR
PROJECT NO: 05066-2024-001	CHECKED BY: ZJR
DATE: JANUARY 2026	APPROVED BY: ZJR
ALT. PROJECT NO: ---	SHEET NO: <b>C518</b>



**1 TYPICAL ASPHALT ROAD CITY SECTION**  
C518 NOT TO SCALE



**2 TYPICAL ASPHALT ROAD RURAL SECTION**  
C518 NOT TO SCALE



**3 LUMBER YARD VALLEY GUTTER**  
C518 NOT TO SCALE