

Specifications for Street Overlays

June 20, 2016



**City of Prior Lake
17073 Adelman St. SE
Prior Lake, MN 55372
Phone: (952) 447-9896
Fax: (952) 440-9678**

June 20, 2016

TO: QUALIFIED BIDDERS

Attached hereto you will find the City of Prior Lake's Request for Bids for Street Overlays. The Bid Documents include: this letter to Qualified Bidders; the Advertisement for Bids; the Information for Bidders; the Bid Form, the Bid Form Price Schedule, Bid, Performance and Payment Bonds; the Agreement between the City and the Vendor; the Project Schedule; and the City Specifications and General Conditions for Street Overlays.

Bidders are urged to submit their bids in accordance with these specifications. However, if a bidder can provide a more cost-effective approach that meets the spirit and intent of the specifications, the City will consider an alternate bid. All exceptions to the specifications must be clearly listed. The City will have sole discretion in determining if specification exceptions are acceptable.

The bids with accompanying documents must be received no later than July 18, 2016 at the Prior Lake City Maintenance Center, 17073 Adelman Street SE, Prior Lake, Minnesota 55372.

Sincerely,

Jake Theisen

Jake Theisen
Maintenance Superintendent

**ADVERTISEMENT FOR BIDS
STREET OVERLAYS IN THE CITY OF PRIOR LAKE, MN**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City Council of the City of Prior Lake, Minnesota at the Prior Lake Maintenance Center located at 17073 Adelman Street SE, Prior Lake, MN 55372, until **11:00 a.m. local time on Monday, July 18, 2016** and will be publicly opened at said time and place by two or more designated officers or agents of the City of Prior Lake, said proposals for the furnishing of all labor and materials for the construction of street overlays.

APPROXIMATE MAJOR QUANTITIES FOR

BASE BID

Bituminous Mix (1.5")	1,900 Ton
Mill Bituminous Surface (1.5")	19,000 SY
Tack	1,000 Gallons
Mountable Curb Removal & Replacement	600 LF
B618 Curb Removal & Replacement	575 LF
Curb Ramp Removal & Replacement	25
Valley Gutter Removal & Replacement	40LF

Proposals arriving after the designated time will be returned unopened.

The bids must be submitted on the proposal forms provided in accordance with contract documents, plans and specifications as prepared by the Maintenance Supervisor, City of Prior Lake, 17073 Adelman Street SE, Prior Lake, MN 55372. Contract documents, plans and specifications may be obtained from the City of Prior Lake Maintenance Center at 17073 Adelman Street SE.

No bids will be considered unless sealed and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to Manager of the City of Prior Lake, for five (5%) percent of the amount bid to be forfeited as liquidated damages in the event that the bid be accepted and the bidder shall fail to enter promptly into a written contract and furnish the required bond.

The City Council reserves the right to reject any and all bids and to waive any bids received without explanation. No bid may be withdrawn for a period of sixty (60) days.

Dated:

Jake Theisen
Maintenance Superintendent
City of Prior Lake, Minnesota

To be published on the MnDOT eAdvertising website on June 23, 2016
To be published in the Prior Lake American on June 27 and July 4, 2016



1. Introduction.

The City is requesting bids for overlay services. The Specifications and Request for Bids consists of the following: this Information for Bidders; Agreement for Contract Services; Exhibit A, Scope of Services; Exhibit B, Bid Form; Exhibit C, Payment Bond and Exhibit D, Performance Bond. Each bid submitted shall consist of, at a minimum, the completed Bid Form, attached as Exhibit B to the Agreement for Contract Services.

Questions shall be directed to Barb Thompson, Public Works Assistant at bthompson@cityofpriorlake.com or 952-447-9896. Questions must be submitted by Monday, July 11, 2016 all questions will be answered in writing and the question and answer will be provided via email to each Bidder which received this Specifications and Request for Bids.

The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. All data, documents and other information provided to the City as a result of this Specifications and Request for Bids will become property of the City and subject to its disposal. The City will be subject to the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, and all information submitted shall be disclosed as required by the Act.

All costs associated with the preparation of the firm's proposal will be the responsibility of the firm submitting the proposal.

2. BIDDER'S KNOWLEDGE

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents; and, the failure to do so shall in no way relieve a Bidder from any obligation with respect to their bid.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid Schedule or exhibits by examination of the site and a review of the scope of service including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities required to complete the work or of the nature of the work to be done.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the contract throughout. The Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the supplemental general conditions.

The Contract Documents contain the provisions applicable to the work. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Bidder, or relieve the Bidder from fulfilling any of the conditions of the Contract Documents.

3. SUBMISSION OF BIDS

Bids will be received by the City of Prior Lake (herein called the Owner), at **City Maintenance Center, 17073 Adelmann Street SE, Prior Lake, MN 55372** until **11:00 a.m., local time, Monday, July 18, 2016** and then at said office opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to **Public Works Assistant, Barb Thompson, City of Prior Lake at 17073 Adelmann Street SE, Prior Lake, MN 55372**. Each sealed envelope containing a bid must be plainly marked on the outside as bid for **2016 Overlay Project** and,



the envelope should bear on the outside the name of the Bidder, Bidder's address, their license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City at **City of Prior Lake, Maintenance Center, 17073 Adelmann Street SE, Prior Lake, MN 55372**. The envelope must be received by the City on or before July 18, by 11:00 a.m. herein for receipt of bids. All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one (1) copy of the bid form is required. The City shall not reimburse any Bidder for its bid preparation costs.

4. EVALUATION OF BIDS

The City reserves the right to waive minor irregularities in a bid, if in doing so no other bidder is materially prejudiced. The City reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered. Conditional or qualified bids will not be accepted. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the time provided or otherwise specified in the Request for Bids, the time may be extended by mutual agreement between the City and the Bidder.

The City may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request to determine whether the Bidder meets the requirements set out below for determining whether the Bidder qualifies as a Responsible Bidder. Bidders shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the City.

A Responsible Bidder is one that can perform the work in a timely fashion and complete the work for the amount bid and within the terms of the Contract Documents. Bidders shall submit references from projects where the work was similar in nature to the work described in the Specifications and Request for Bids for Custodial Services. The Bidder shall provide five (5) references and identify all work done for any political subdivision ("municipality") within the State of Minnesota within the most recent five (5) years. For each municipal reference provided, the Bidder must specify the nature of the project or work and the name and contract information for the municipal official directly responsible for oversight or management of the project. The City may require additional information from references such as the amount of the original contract and the amount of any change orders requested by the Bidder.

The City may find a Bidder is not responsible and reject its bid if the City finds that the Bidder has a history of submitting a low bid and thereafter requesting excessive change orders or additional charges. The City may also consider information provided by references concerning whether a Bidder (1) failed to complete work in a timely fashion; (2) failed to follow the client's directions during the progress of the work; (3) failed to inform the client in a timely fashion of any problems it incurred in completing the work; or (4) requested change orders initiated by the Bidder in excess of twenty (20) percent of the amount of the bid for the work. The City may also consider information obtained from references provided by the Bidder, inquiries made by the City to other municipalities for whom the Bidder completed similar work during the preceding five (5) years, and the City's past experience with the Bidder, in determining whether the Bidder is a Responsible Bidder.

5. NOTICE OF AWARD

A written NOTICE OF AWARD will be sent to the lowest responsible bidder. The Bidder that is awarded the work will be required to execute the City's Standardized Contract Documents within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the Bidder. The Standardized Contract Documents shall be included with the NOTICE OF AWARD.

6. STANDARDIZED CONTRACTS AND CONTRACT DOCUMENTS.

The City has developed standardized contract documents for construction and public works projects,



professional services, the purchase of goods and supplies, and the acquisition of services. The Contract Documents consist of the following: The City's Standard Agreement for Contract Services; Exhibit A, Scope of Services; Exhibit B, Bid Form; Exhibit C, Payment Bond; and Exhibit D, Performance Bond, all as attached hereto. The City will not materially alter or amend the terms and conditions of its Contract Documents.

7. EXECUTION OF CONTRACTS

The City, within ten (10) days of receipt of executed Contract Documents from the Successful Bidder to whom the work was awarded, shall sign the Contract Documents and return an executed duplicate to the Bidder. Should the City not execute the Contract Documents within such period, the Bidder may by written notice withdraw its signed Contract Documents. Such Notice of Withdrawal shall be effective upon receipt of the notice by the City.

8. NOTICE TO PROCEED

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Contract Documents by the City. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the City and Bidder. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the Bidder may terminate the Contract Documents without further liability on the part of either party.

9. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE REQUIREMENTS

The Bidder shall procure and maintain, at the Bidder's own expense, during the time of the contract, liability insurance as specified in Section 8 of the attached City's Contract Document

BID

The proposal of _____
(hereinafter called **BIDDER**), organized and existing under the laws of the State of _____
doing business as _____*. To the City of Prior Lake
(hereinafter called '**OWNER**').

In compliance with your Advertisement for Bids, **BIDDER** hereby proposes to perform all **WORK** for the construction of certain Street Overlays in strict accordance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in the case of a joint **BID** each party thereto certifies for its own organization, that this **BID** has been arrived at independently without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** pursuant to the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and to complete the **PROJECT** by as provided in the **CONTRACT DOCUMENTS** and any Special Provisions thereto. **BIDDER** further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

BIDDER acknowledges it has fully read and understands the "**INFORMATION FOR BIDDERS.**" _____

**BID SCHEDULE
CITY OF PRIOR LAKE
2016 STREET OVERLAY PROJECT**

Item	Description	Unit	Qty	Unit Price	Total Price
2016 OVERLAY BASE BID					
1	MILL BITUMINOUS SURFACE (1.5")	SQ YD	19,000	\$	\$
2	TYPE SPWEA340B BITUMINOUS SURFACING (1.5")	TON	1,900	\$	\$
3	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	1,000	\$	\$
4	MOUNTABLE CURB REMOVAL & REPLACEMENT	LF	600	\$	\$
5	B618 CURB REMOVAL & REPLACEMENT	LF	575	\$	\$
6	CURB RAMP REMOVAL & REPLACEMENT	QTY	25	\$	\$
7	VALLEY GUTTER REMOVAL & REPLACEMENT	LF	40		
	TOTAL 2016 STREET OVERLAY COST				\$

RESPECTFULLY SUBMITTED:

TITLE

LICENSE NUMBER

COMPANY

DATE

ADDRESS

CITY, STATE, ZIP

(SEAL – IF BID IS BY CORPORATION)

PHONE

ATTEST

FAX

EMAIL

**SCHEDULE FOR
STREET OVERLAYS
2016**

6/25/2016 & 7/2/2016	City advertises for bids in the official newspaper
6/23/2016	City advertises for bids on the MnDOT eAdvertising website
6/25/2016-7/18/2016	Vendors prepare bids and inspect sites
7/18/2016 10:00am	Deadline for submitting sealed bids; date and time when sealed bids are opened by Prior Lake Maintenance Supervisor or designee and Prior Lake City Manager or designee
7/18/2016	Public Works Director and Maintenance Superintendent evaluate and tabulate bids and prepare report and recommendations for submission to City Manager
7/25/2016	City Council awards bids (as indicated in the bid documents, the City Council reserves the right to reject all bids)
7/29/2016	Last day for successful bidder to execute contract and supply necessary performance bonds and other securities and documentation
10/31/2016	Last day to complete project

BID BOND

KNOW ALL MEN BY THESE PRESENTS, which we, the undersigned, _____
_____ as Principal, _____ as Surety, are hereby held and
firmly bound unto the City of Prior Lake as **OWNER** in the penal sum of _____
_____ for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2016. The Condition of the above obligation is such
that whereas the Principal has submitted to the City of Prior Lake a certain **BID**, attached hereto
and hereby made a part to enter into a contract in writing, for the Construction of the 2016 Street
Overlays.

NOW THEREFORE,

- a) If said **BID** shall be rejected, or
- b) If said **BID** shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said **BID**) and shall furnish a **BOND** for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement created
by the acceptance of said **BID**,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its **BOND** shall be in no way impaired or affected by any extension of the time within which
the **OWNER** may accept such **BID**; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



1773 Adelman Street SE
Prior Lake, MN 55372

Standard Bid Construction Contract

This Contract ("Contract") is made on the ____ day of _____, 20____, between the City of Prior Lake, Minnesota (hereinafter "City"), whose business address is 4646 Dakota Street SE, Prior Lake, MN 55372, and _____, a Minnesota _____ (hereinafter "Contractor") whose business address is _____

Preliminary Statement

Purpose: The City Council has determined that the City should _____ in accordance with the Plans and Specifications dated _____. After completing the notification and bidding process, the City Council has awarded bid to _____ by Resolution _____, subject to entering into this contract.

The City and Contractor for the consideration stated below, agree as follows:

1. **Contract.** The following documents attached hereto shall be referred to as the "Contract", all of which shall be taken together as a whole as the contract between the parties as if they were set out verbatim and in full herein which are all on file in the office of the City Manager:

- The City's Advertisement for Bids dated June 25, 2016
- Plans and Specifications
- Proposal submitted by Contractor
- Performance Bond and Payment Bond
- Insurance Certificate(s); and
- This document

The Contractor agrees to perform and complete all the provisions of the Contract in accordance with the Contract terms and conditions.

2. **The Work.** The Contractor shall perform all of the work required by the Contract ("Work") for the sum of _____ Dollars (\$_____). The City shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Orders as provided in the Contract.

3. **Time of Commencement and Completion.** The Work to be performed under this Contract shall be commenced immediately after execution of this Contract. The Work shall be substantially completed by _____

a. **Starting the Work:**

1. The Contractor shall commence the Work in such a manner and at such a time as to expeditiously interface with the Work of other contractors working on the project ("Project"), and shall pursue the Work diligently to completion.
2. The execution of this Contract by both parties constitutes a Notice to Proceed with the Work, unless the City issues a separate Notice to Proceed designating a different



1773 Adelman Street SE
Prior Lake, MN 55372

starting time. The Contractor shall promptly provide timely performance according to the immediate progress requirement of the Work.

3. The Contractor shall commence the Work prior to the execution of this Contract if a Letter of Intent containing a Notice to Proceed is issued by the City.
4. Upon receipt of a Notice to Proceed, the Contractor shall pursue and complete the Work without voluntary interruption for any reason, as long as the Work can be performed. The Contractor agrees that it shall continue the Work at all times the Work can be performed, at a pace consistent with good industry practice regardless of pending or current disputes in connection with the Contract.

- b. Timely Performance. It is the City's intent to complete the Project as soon as possible. The Contractor agrees to cooperate in scheduling and performing the Work to achieve completion of the Project as soon as possible.

4. **Method of Payment**. The Contractor shall submit to the City, on a monthly basis, an itemized invoice for services performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to the City.

- a. Invoices. Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in the Contract, the Contractor shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.

- b. Claims. To receive any payment on this Contract, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

- c. Final Payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and the City accepts the Work in writing. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of Application for Final Payment.

- d. Income Tax Withholding. No final payment shall be made to the Contractor until the Contractor has provided satisfactory evidence to the City that the Contractor and each of its subcontracts has complied with the provisions of Minn. Stat. Section 290.92 relating to withholding of income taxes upon wages. A certificate by the Commissioner of Revenue shall satisfy this requirement.

5. **Standard of Care**. Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Scott County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. Contractor shall be



1773 Adelmann Street SE
Prior Lake, MN 55372

responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

6. **Project Manager.** The Contractor has designated _____ to Manage the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the designated manager without the approval of the City.
7. **Condition and Inspection.** All goods and other materials furnished under this Contract shall be new and in current manufacture, unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with this Contract. All goods and work not conforming to these requirements shall be considered defective. Goods shall be subject to inspection and testing by the City. Defective goods or goods not in current manufacture may be returned to the Contractor at the Contractor's expense.
8. **Correction of Work.** The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform under this Contract whether observed before or after completion of the Work and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.
9. **Warranty.** The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Contract and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Contract, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Contract, at law or in equity.

Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from the City, the Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to the City, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of the City. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT THE CITY'S REMEDY OR THE CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. The Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by the City and so as to not interfere with or in any way disrupt the operation of the City or the public.

The corrective Work referred to above shall include without limitation, (a) the cost of removing the defective or nonconforming Work and materials from the site, (b) the cost of correcting all Work of other Contractors destroyed or damaged by defective or nonconforming Work and materials including the cost of removal of such damaged Work and materials from the site, and (c) the cost of correcting all damages to Work of other Contractors caused by the removal of the defective or nonconforming Work or materials.

The Contractor shall post bonds to secure the warranties.

10. **Private Property.** The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the City. The Contractor shall be responsible for the preservation of,



1773 Adelman Street SE
Prior Lake, MN 55372

and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work.

11. **Removal of Construction Equipment, Tools and Supplies.** At the termination of this Contract, before acceptance of the Work by the City, the Contractor shall remove all of Contractor's equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove them and deduct the cost of removal from any amount owed to Contractor.
12. **Suspension of Work by City.** The City may at any time suspend the Work, or any part thereof, by giving ten (10) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to resume. If the City's suspension of all or part of the Work causes additional expenses not due to the fault or negligence of the Contractor, the City shall reimburse the Contractor for the additional expense incurred due to suspension of the work. Claims for such compensation, with complete substantiating records, shall be filed with the City within ten (10) days after the date of order to resume Work in order to receive consideration. This paragraph shall not be construed as entitling the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety or sureties specified herein, for suspension made at the request of the Contractor, or for any other delay provided for in this Contract.
13. **City's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract or fails to perform any provisions of the Contract, the City may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the City may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.
14. **City's Right to Terminate Contract and Complete the Work.** The City has the right to terminate this Contract for any of the following reasons:
 - a. The Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or becomes insolvent;
 - b. Failure of Contractor to supply adequate properly skilled workmen or proper materials;
 - c. Failure of Contractor to make prompt payment to subcontractor for material or labor;
 - d. Any disregard of laws, ordinances or proper instructions of the City;
 - e. Assignment or work without permission of the City;
 - f. Abandonment of the work by Contractor;
 - g. Failure to meet the work progress schedule set forth in this Contract;
 - h. Unnecessary delay which, in the judgment of the City, will result in the work not being completed in the prescribed time.

Termination of the Contract shall be preceded by ten (10) days written notice by the City to the Contractor and its surety stating the grounds for termination and the measures, if any, which must be taken to assure compliance with the Contract. The Contract shall be terminated at the expiration of such ten (10) day period unless the City Council shall withdraw its notice of termination.



1773 Adelman Street SE
Prior Lake, MN 55372

Upon termination of the Contract by the City, the City may, without prejudice to any other remedy the City may have, take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the City may deem expedient at the Contractor's expense.

Upon Contract termination, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, the excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.

In the event that the Contractor abandons the Work, fails or refuses to complete the Work or fails to pay just claims for labor or material, the City reserves the right to charge against the Contractor all legal, engineering, or other costs resulting from such abandonment, failure or refusal. Legal costs will include the City's cost of prosecuting or defending any suit in connection with such abandonment, failure or refusal, and non-payment of claims wherein the City is made co-defendant, and the Contractor agrees to pay all costs, including reasonable attorney's fees.

15. **Contractor's Right to Terminate Contract.** The Contractor may terminate this Contract upon ten (10) days written notice to the City for any of the following reasons:
 - a. If an order of any court or other public authority caused the Work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or its employees.
 - b. If the City should fail to pay any undisputed sum owed Contractor within forty-five (45) days after the sum becomes due.

16. **Performance and Payment Bonds.** The Contractor shall post a Performance and Payment Bond each in an amount equal to one hundred percent (100%) of the payments due Contractor to insure the prompt and faithful performance of this Contract by Contractor and to insure prompt payment to the subcontractor and suppliers of the Contractor. The Bonds shall be in a form approved by the City. Contractor shall provide the Bond to the City before commencing work and together with the executed contract document. If the Performance and/or Payment Bond are not submitted as provided herein, this Contract shall be considered void.

17. **Subcontractor.** The Contractor shall bind every subcontractor and every subcontractor shall agree to be bound by the terms of this Contract as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The Contractor shall pay any subcontractor involved in the performance of this Contract within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor. If the Contractor fails within that time to pay the subcontractor any undisputed amount for which the Contractor has received payment by the City, the Contractor shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.



1773 Adelman Street SE
Prior Lake, MN 55372

Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.

- n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.** Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- o. **Effect of Contractor's Failure to Provide Insurance.** If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

- i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

21. **Indemnification.** Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Contract by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Contract. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.



1773 Adelman Street SE
Prior Lake, MN 55372

22. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Contract ("Information") shall become the property of the City, but Contractor may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Contractor also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Contract does not relieve any liability on the part of the Contractor, but any use of the Information by the City or the Contractor beyond the scope of this Contract is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

23. **Non-Discrimination.** During the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

24. **Mediation.** Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Prior Lake unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

25. **Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this Contract which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Contract are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. This Contract is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Contract is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Contract shall contain similar Data Practices Act compliance language.



1773 Adelman Street SE
Prior Lake, MN 55372

26. **Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
27. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
28. **Damages.** In the event of a breach of the Contract by City, the Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
29. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Contract or thereafter of any of the rights or remedies of the City under this Contract.
30. **Severability.** The provisions of this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.
31. **Entire Agreement.** The entire agreement of the parties is contained herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
32. **Waiver.** No action nor failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
33. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.
34. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void.
35. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.
36. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of Work to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the Work to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.



1773 Adelman Street SE
Prior Lake, MN 55372

37. **Responsible Contractor.** Contractor warrants under oath that Contractor is in compliance with the minimum criteria required of a “responsible contractor” as that term is defined in Minnesota Statutes § 16C.285, subd. 3. Contractor has provided to City a list of all of its first-tier subcontractors and motor carriers that it intends to retain for work on the project. The Contractor has obtained from all subcontractors and motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that the subcontractor or motor carrier meets all of the minimum criteria in § 16C.285, subd. 3. If Contractor retains additional subcontractors or motor carriers on the project after submitting its verification of compliance, the Contractor shall obtain verification of compliance from each additional subcontractor and motor carrier with which it has a direct contractual relationship and shall submit to the City a supplemental verification confirming the subcontractor’s and motor carrier’s compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors or motor carriers. Contractor shall submit to the City upon request copies of the signed verifications of compliance from all subcontractors and motor carriers of any tier pursuant to Minn. Stat. § 16C.285, subd. 3(7). A false statement under oath, by Contractor, subcontractor, or motor carrier, verifying compliance with any of the minimum criteria may result in termination of the Contract.

Executed as of the day and year first written above.

CITY OF PRIOR LAKE

Mayor

City Manager

CONTRACTOR

By: _____

Its: _____

ATTEST:

Secretary

Principal

(SEAL)

By _____(s)

Witness to Principal

Address

Address

ATTEST:

Surety

By _____
Attorney-In-Fact

Witness to Surety

Address

Address

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(corporation, partnership, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto
City of Prior Lake, MN

(Name of Owner)

17073 Adelmann Street SE, Prior Lake, MN 55372

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate sum of _____
_____ Dollars (\$_____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the ____ day of _____, 2016, a copy of which is
hereto attached and made a part hereof for the construction of: certain street overlays. **NOW,**
THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of a said contract during the original term thereof,
and any extensions thereof which may be granted by the **OWNER** with or without notice to the
Surety and during the one year guaranty period, and if he shall satisfy all claims and demands
incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all
costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good and
default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to work to be
performed thereunder or the Specifications accompanying the same shall in any way affect its
obligations on this Bond, and it does hereby waive notice of any such change, extension of the
time, alteration, or addition to the terms of the contract or to the work or to the Specification.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended
automatically and immediately, without formal and separate amendments hereto, upon
amendment to the Contract not increasing the contract price more than 20 percent, so as to bind

the Principal and Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one, of which shall be deemed an original, this the ____ day of _____, 2016.

ATTEST:

Secretary

Principal

(SEAL)

By _____(s)

Witness to Principal

Address

Address

ATTEST:

Surety

Witness to Surety

By _____
Attorney-In-Fact

Address

Address

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONTRACTOR'S AFFIDAVIT

State of Minnesota
The County of _____

Date: _____

The City of _____

_____ of _____
Officer's name and title Contractor's name

has furnished all labor and material entering into the City of Prior Lake project for Construction of the 2016 Street Overlays.

_____ states further that he has full knowledge of all obligations
Officer's name

for such labor and materials which have entered into and become part of that certain project known and designated above, and he further disposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective or otherwise, in consequence of their operations on the above said project.

The said _____ will hold the Owners, City of Prior Lake, blameless of any and all Mechanic's Liens that may be hereafter entered or filed for record, so as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS WHEREOF, he has heretofore put his hand and seal.

SEAL _____

I, _____, Notary Public in and for the above named County and State do hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day, and, having been duly sworn, deposes and say that the facts set forth in the above affidavit are true and correct.

WITNESS my hand and seal this _____ day of _____, 2016.

_____ my commission expires _____

SUPPLEMENTAL GENERAL CONDITIONS

CHANGES TO THE WORK

The City Council will consider the award of the base bid and any alternatives as part of acceptance of bids and award of contract. Award of the base bid without alternatives shall not be considered basis for adjustment of bid prices.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

All materials and labor shall be completed by October 31,2016. Liquidated damages will start on nOVEMBER 1, 2016 and will be \$100/day until completion.

PAYMENT TO CONTRACTOR

The Owner shall retain an amount equal to 5% of the contract amount rather than 10% as stated in the General Conditions.

LAND AND RIGHTS-OF-WAY

If the Contractor believes that there has been a delay in the Owner's furnishing the rights-of-way, easements, or permits, the Contractor's sole remedy shall be an extension of contract time for which the Contractor may make a claim as provided in Section 15.

INDEX GENERAL CONDITIONS

	PAGE
1. DEFINITIONS	1
2. ADDITIONAL INSTRUCTIONS & DETAIL DRAWINGS.....	2
3. SCHEDULES, REPORTS AND RECORDS.....	3
4. DRAWINGS AND SPECIFICATIONS	3
5. SHOP DRAWINGS	3
6. MATERIALS, SERVICES AND FACILITIES	4
7. INSPECTION AND TESTING.....	4
8. SUBSTITUTIONS	5
9. PATENTS.....	6
10. SURVEYS, PERMITS AND REGULATIONS.....	6
11. PROTECTION OF WORK, PROPERTY AND PERSONS	6
12. SUPERVISION BY CONTRACTOR.....	7
13. CHANGES IN THE WORK	7
14. CHANGES IN CONTRACT PRICE.....	8
15. TIME FOR COMPLETION & LIQUIDATED DAMAGES	8
16. CORRECTION OF WORK	9
17. SUBSURFACE CONDITIONS	9
18. SUSPENSION OF WORK, TERMINATION & DELAY	9
19. PAYMENT TO CONTRACTOR	10
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE	12
21. INSURANCE	13
22. CONTRACT SECURITY	14
23. ASSIGNMENTS	15
24. INDEMNIFICATION	15
25. SEPARATE CONTRACTS	15
26. SUBCONTRACTING	16
27. ENGINEER'S AUTHORITY	17
28. LAND AND RIGHTS-OF-WAY	17
29. GUARANTEE.....	17
30. ARBITRATION	18
31. TAXES	18

GENERAL CONDITIONS

1 DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, and shall be applicable to both the singular and plural thereof:

- 1.1 **ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement which modify and interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections.
- 1.2 **BID** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.3 **BIDDER** - Any person, firm or corporation submitting a Bid for the work.
- 1.4 **BONDS** - Bid, Performance and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.5 **CHANGE ORDER** - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time.
- 1.6 **CONTRACT DOCUMENTS** - The Contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.7 **CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.8 **CONTRACT TIME** - The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.9 **CONTRACTOR** - The person, firm, or corporation with whom the Owner has executed the Agreement.
- 1.10 **DRAWINGS** - The parts of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer. May also be designated as "PLANS".
- 1.11 **ENGINEER** - The person, firm, or corporation named as such in the Contract Documents.

- 1.12 **FIELD ORDER** - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.
- 1.13 **NOTICE OF AWARD** - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.14 **NOTICE TO PROCEED** - Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- 1.15 **OWNER** - The City of Prior Lake, its City Council, officers, employees, agents and attorneys.
- 1.16 **PROJECT** - The undertaking to be performed as provided in the Contract Documents.
- 1.17 **RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of the Owner who is assigned to the project site or any part thereof.
- 1.18 **SHOP DRAWINGS** - All drawings, diagrams, illustration, brochures, schedules, and other data which are prepared by the Contractor, subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.19 **SPECIFICATIONS** - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
- 1.20 **SUBCONTRACTOR** - An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.
- 1.21 **SUBSTANTIAL COMPLETION** - That date certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.22 **SUPPLEMENTAL GENERAL CONDITIONS** - Modifications and/or additions to the General Conditions or such requirements that may be imposed by applicable state laws.
- 1.23 **SUPPLIER** - Any person or organization who supplies materials or equipment for the work, including the fabricated special design, but who does not perform labor at the site.
- 1.24 **WORK** - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

- 1.25 **WRITTEN NOTICE** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the work.

2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3 SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable, as are required by the Contract Documents for the work to be performed.
- 3.2 Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part, and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the work.

4 DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

- 4.2 In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings.
- 4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5 SHOP DRAWINGS

- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings, and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6 MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

- 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7 INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.
- 7.3 The Contractor shall provide at the Contractor's expense, the testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates, testing, or approval.
- 7.5 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of the Contract Documents.
- 7.6 The Engineer and the Engineer's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- 7.7 If any work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered by the Engineer's observation and replaced at the Contractor's expense.
- 7.8 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials,

tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8 SUBSTITUTIONS

- 8.1 Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and functions shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to the specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9 PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10 SURVEYS, PERMITS, REGULATIONS

- 10.1 The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes, and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes In The Work.

11 PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts of omissions of the Owner, of the Engineer, or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

11.4 In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident

Prevention in Construction” issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of work under the Contract.

- 11.5 The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance, or operation.

12 SUPERVISION BY CONTRACTOR

- 12.1 The Contractor shall supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor’s representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13 CHANGES IN THE WORK

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

14 CHANGES IN CONTRACT PRICE

- 14.1 The contract price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved
- b) An agreed lump sum

14.2 The contract Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes should be recorded on a Change Order as they occur so that they may be included in the partial payment estimate.

15 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents, and the work embraced shall be commenced on the date specified in the Notice to Proceed.

15.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

15.3 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer.

15.4.1 To any preference, priority or allocation order duly issued by the Owner.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

15.4.3 To any delays of subcontractors occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16 CORRECTION OF WORK

- 16.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17 SUBSURFACE CONDITIONS

- 17.1 The Contractor shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given; provided that the Owner may, if the Owner determines the facts to justify; consider and adjust any such claims asserted before the date of final payment.

18 SUSPENSION OF WORK, TERMINATION, AND DELAY

- 18.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

- 18.2 If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed by the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner, or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after (10) days from delivery of a written notice to the Owner and the Engineer terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop the work until paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.

18.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Orders to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

19 PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials, or other reasons which in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

19.1.1 The Engineer may disapprove or, on account of subsequently discovered evidence, nullify the whole or part of the approved partial payment estimate to such extent as may be necessary to protect the Owner from loss, on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.

- (c) Failure of Contractor to make payment properly to subcontracts or for material or labor.
- (d) A reasonable doubt that the work can be completed for the balance then unpaid.
- (e) Damage to another Contractor.
- (f) Performance of work in violation of the terms of the Contract Documents.

19.1.2 Where work on unit price items is substantially complete but lack clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.

19.1.3 When the grounds for withholding or reducing partial payment defined in 19.1.1 and 19.1.2 are corrected, payment shall be made for the amounts withheld because of them.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

19.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

19.5 Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

19.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workers, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the

Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the owner shall not be liable to the Contractor for any such payments made in good faith.

- 19.7 If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

20 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

21 INSURANCE

- 21.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 21.1.1 Claims under workmens compensation, disability benefit, and other similar employee benefit acts;
 - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, materially changed, or not renewed unless at least thirty (30) days prior written notice has been given to the Owner. All insurance certificates shall list the Owner as an additional named insured and the project name.
- 21.2.1 The Certificates of Insurance shall specifically provide that the contractual liability as set forth in Section 24, INDEMNIFICATION, has been insured and that coverage is included for collapse and underground hazards and completed operations. In the event that conditions are encountered during the progress of the work which requires blasting, no such blasting shall be undertaken until coverage for blasting has been obtained and certificates used therefore.
- 21.3 The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, Liability Insurance as hereinafter specified.
- 21.3.1 Contractor's General Public Liability and Property Damage Insurance (including vehicle coverage as described in the Supplemental General Conditions) issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$600,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$600,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 21.3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the project.
- 21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmens Compensation Insurance, including occupational disease

provisions, for all of the Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmens Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmens Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

- 21.5 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contract, and the Owner.
- 21.6 Owner's Protective Liability and Property Damage Insurance: The Contractor shall take out and maintain Owner's Protective Liability and Property Damage Insurance in the name of the Owner and the Engineer insuring against bodily injury, including accidental death, and property damage liability in the limits set forth above under "Public Liability Insurance" for which they may become legally obligated to pay as damages sustained by any persons, caused by accident and arising out of operations performed by the named insured by independent contractors and general supervision thereof.

22 CONTRACT SECURITY

- 22.1 The Contractor shall within ten (10) days after receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditional upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payment shall be

deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

23 ASSIGNMENTS

- 23.1 Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title, or interest therein, or any obligation thereunder, without the written consent of the other party.

24 INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmens Compensation acts, disability benefit acts, or other employee benefit acts.
- 24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

25 SEPARATE CONTRACTS

- 25.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- 25.2 The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other

Contractors who are parties to such Contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the work with theirs.

- 25.3 If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim thereof as provided in Sections 14 and 15.

26 SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 26.2 The Contractor shall not award work to subcontractor(s), in excess of fifty (50%) percent of the contract price, without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.
- 26.6 The Contractor shall pay any subcontractor within ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor. If the Contractor fails within the time to pay the subcontractor any undisputed amount for which the Contractor has received payment by the City, the Contractor shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. The Contractor

shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his subcontractors in a similar manner.

27 ENGINEER'S AUTHORITY

- 27.1 The Engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be at the factory or fabrication plant of the source of material supply.
- 27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The Engineer shall promptly make decisions relative to interpretations of the Contract Documents.

28 LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29 GUARANTEE

- 29.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the

damage of other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30 ARBITRATION

- 30.1 All claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association provided the Owner and the Contractor mutually agree by separate instrument to arbitrate such claims, disputes and matters in question. An agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 30.2 Notice of the demand for arbitration shall be filed in writing with the Owner party to the Contract Documents and with the American Arbitration Association and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31 TAXES

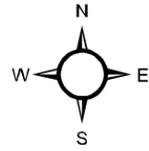
- 31.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.

Appendix A

Location Map

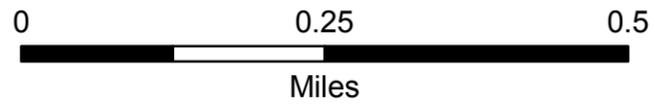
City of Prior Lake

Minnesota

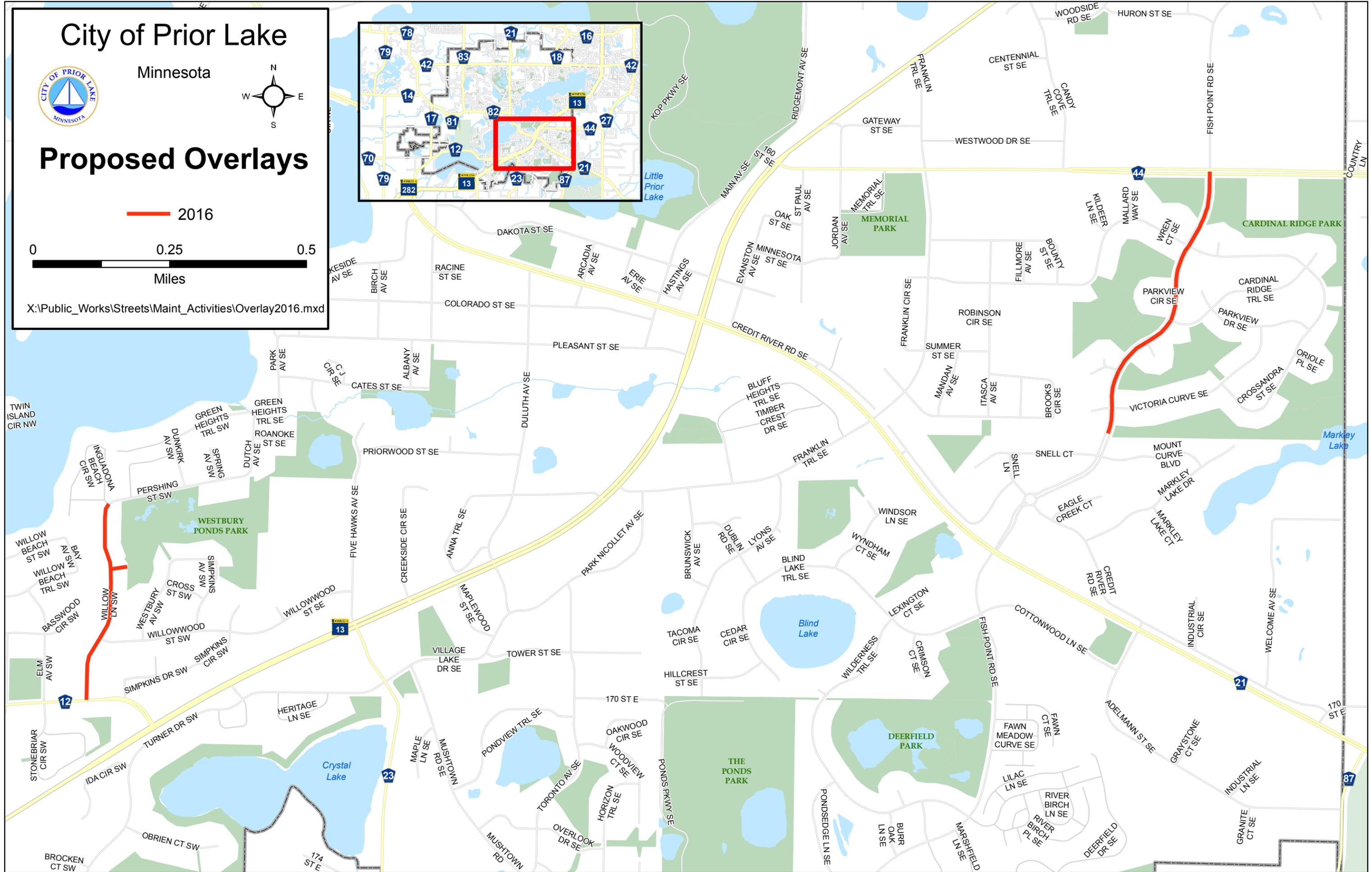
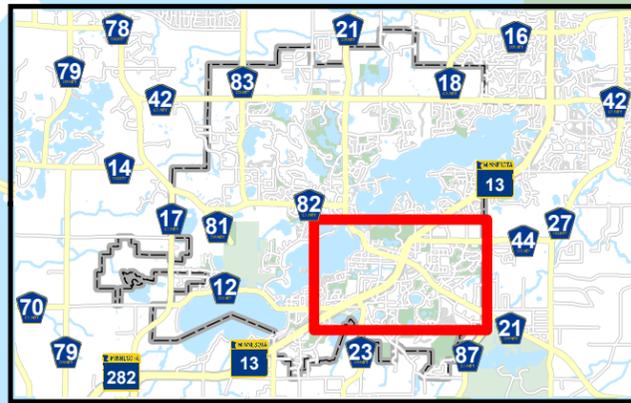


Proposed Overlays

2016



X:\Public_Works\Streets\Maint_Activities\Overlay2016.mxd





CITY OF PRIOR LAKE STANDARD TECHNICAL SPECIFICATIONS

Paragraph 2232 shall be added to as follows:

SP 02232 MILL PAVEMENT SURFACE

02232.1 Description:

Mill Bituminous Surface (1.5" Curb to Curb Mill) shall include milling 1.5" deep for the entire paved surface adjacent to those areas with concrete curb & gutter just prior to wear course paving.

02232.3 Construction Requirements:

1.5" depth milling shall not be performed more than 48 hours in advance of the wear course placement. Once the milling has been performed the bump shall be properly signed if the street is not closed to traffic.

02232.4 Method of Measurement:

Mill Bituminous Surface shall be measured by the square yard of milled surface.

SP2360 Plant Mixed Bituminous Pavement

02360.1 DESCRIPTION

Overlays	State-wide	PG 58-28
----------	------------	----------

Overlay Description: This work shall consist of the placement of a 1 ½" wear course.

02360.3 CONSTRUCTION REQUIREMENTS

If the CONTRACTOR can't complete full street width paving in one day, there shall be no longitudinal joints left exposed overnight. The Contractor shall plan his paving sequence so as to only have one adjacent paving pass or joint open at a time. In other words, on a street width requiring three (3) passes with the paving machine, the paving shall be completed in three successive and adjacent paving passes. There will be no exception to this requirement.

2360.2 E.5.a Mixture Proportions

At least one week prior to the placement of any base course or wear course mixture, the

CONTRACTOR shall submit to the ENGINEER the Job Mix Formulas to be used on the project.

D Compaction Operations

The Contractor shall obtain compaction by the specified density method in accordance with MN DOT 2331.3H2 to achieve a degree of compaction of not less than 95% of the Marshall Density based on the in place material.

Sufficient compaction equipment of proper size and good mechanical condition shall be employed to compact the mixture to the requirements of the "Specified Density Method" and to properly texture the finished surface. For this purpose, a vibrating steel drum roller and pneumatic tired roller shall be employed in conjunction with each other during compaction of all wear courses.

The mixture laydown temperature as measured behind the paver or spreading machine shall be a minimum temperature of 250° F. The rolling operation shall be free of open and torn sections. In areas where new bituminous construction meets the existing surfacing, the existing bituminous surface shall be milled in accordance with MnDOT 2232 in a manner as to provide a straight vertical edge such that the new bituminous surface will properly match the in-place surfacing.

E Thickness and Surface Requirements

The thickness of each course of bituminous placed shall be as shown on the plans. After final compaction of bituminous wearing course, all bituminous surfaces adjacent to manholes, valve boxes, and other miscellaneous structures shall be 3/8" plus or minus 1/8" higher than the surface of such structures. If the structures are not adjusted within the allowed tolerance, the contractor shall readjust them at no additional compensation.

Compaction and thickness of each lift and the total section shall be within 1/4" of the total specified thickness. The tonnage placed shall be approximately the calculated tonnage not consistently 1/4" high or low throughout the project.

2360.4 METHOD OF MEASUREMENT

Bituminous mixture shall be measured in tons, based on weight tickets collected at the project site by the ENGINEER on the date of delivery. Weight tickets shall contain the following information:

Project name	Leave time
Project location	Gross weight
Truck number	Tare weight
Date	Net weight

Failure to comply with weight ticket requirements may be considered unacceptable and unauthorized work and subject to the ENGINEER's determination by the calculated section constructed and/or the material hauled as to the method of measurement and quantity of material used.

Paragraph 2357 shall be added to as follows:

SP 02357 BITUMINOUS TACK COAT

02357.2 Materials:

Bituminous material for tack coat shall be diluted emulsified asphalt or RC Liquid Asphalt in accordance with MN DOT 2357 and 3151.

02357.3 Construction Requirements:

Tack coat shall be sprayed onto all concrete and bituminous surfaces against which bituminous paving is to be placed, including the gutter face as well as the vertical surfaces of manhole castings and gate valve boxes and construction joints.

When emulsified tack is used, the emulsion must "break" (water begins to evaporate and color goes from brown to black) prior to placement of pavement.

02357.5 Basis of Payment:

Volume slips shall be provided.

Paragraph 2360 shall be modified as follows:

SP 02360 PLANT MIXED ASPHALT PAVEMENT

02361.1 Description:

Pavement course of hot plant mixed asphalt-aggregate mixture shall be produced in accordance with Mn/DOT 2360 Plant Mixed Asphalt Pavement. Mix designs shall be SPNWB330B for base course and SPWEA340B for wear course.

Prior to placement of the final bituminous wear course the CONTRACTOR shall have the utility adjustments complete.

02360.2 Materials:

All asphalt aggregate mixtures shall conform to the Specification 2360 "Plant Mixed Asphalt Pavement" and Specification 3139 "Graded Aggregate for Bituminous Mixtures", and as modified in these specifications.

02360.3 Mixture Design:

A Mixture Design General: Plant mixed asphalt pavement shall be in accordance with MN DOT 2360.

The bituminous mixture type shall be as follows:

Bituminous Course	Wearing	SPWEA340B
-------------------	---------	-----------

02360.3 Construction Requirements:

- D Compaction Operations:** Sufficient compaction equipment of proper size and good mechanical condition shall be employed to compact the mixture to the requirements of the "Maximum Density Method" and to properly texture the finished surface. For this purpose, a vibrating steel drum roller and pneumatic tired roller shall be employed in conjunction with each other during compaction of all wear courses.

The mixture laydown temperature as measured behind the paver or spreading machine shall be a minimum temperature of 250° F. The rolling operation shall be free of open and torn sections. In areas where new bituminous construction meets the existing surfacing, the cutting of the existing bituminous surface shall be done in a manner as to provide a straight vertical edge such that the new bituminous surface will properly match the in-place surfacing.

- D.3.c Construction Joints:** The longitudinal joint in the center of the road will be made last and shall overlap any previously laid bituminous course longitudinal joint by at least 6 inches. Transverse joints in adjacent strips shall be separated by a minimum of 5 feet. Connections to an existing asphalt mat shall be allowed only after the existing mat has had a vertical joint prepared for final connection. A uniform coat of bituminous tack material shall be sprayed on the existing surface to be matched into. Longitudinal joint construction of fresh pavement section shall be done while the mix is warm to ensure a neat junction, thorough compaction, and continuous bond throughout.

- I Wear Course Placement:** The CONTRACTOR shall notify the ENGINEER at least 10 days prior to the wear course placement date to allow for the inspection of the base course for patch work or repairs. Bituminous patching of the base course shall be completed at least 24 hours prior to the placement of the wear course in order to provide base course stability by allowing the base course to cool to ambient temperature. The heated screed or strike-off assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging. Heated screed extensions are required if the paving width on either side of the paver is greater than the basic screed. Strike-off only extensions assemblies are not allowed for wear course paving.

02360.6 Pavement Density:

A General

All pavements will be compacted in accordance with the Maximum Density Method per MN DOT 2360.6B.

B Maximum Density Method

All courses or layers of plant mixed asphalt mixtures shall be compacted to a density not less than the percentage shown in Table 2360.6-B2.

02360.3 E Thickness and Surface Smoothness Requirements:

E.1 Thickness

The thickness of each course of bituminous placed shall be as shown on the plans. After final compaction of bituminous wearing course, all bituminous surfaces adjacent to manholes, valve boxes, and other miscellaneous structures shall be 3/8" plus or minus 1/8" higher than the surface of such structures. If the structures are not adjusted within the allowed tolerance, the contractor shall readjust them at no additional compensation.

Compaction and thickness of each lift and the total section shall be within 1/4" of the total specified thickness. The tonnage placed shall be approximately the calculated tonnage not consistently 1/4" high or low throughout the project.

02360.4 Method of Measurement

Bituminous mixture shall be measured in tons, based on weight tickets collected at the project site by the ENGINEER on the date of delivery. Weight tickets shall contain the following information:

Project name	Leave time
Project location	Gross weight
Truck number	Tare weight
Date	Net weight

Failure to comply with weight ticket requirements may be considered unacceptable and unauthorized work and subject to the ENGINEER's determination by the calculated section constructed and/or the material hauled as to the method of measurement and quantity of material used.

Paragraph 2531 shall be added to as follows:

SP 02531 CONCRETE CURBING

02531.1 Description

This work shall consist of constructing concrete curb and gutter, valley gutter, driveway pavement, and pedestrian curb ramps.

02531.2 Materials

A Concrete: The air content of the concrete shall not be less than 4 or more than 7 percent. Concrete mix shall be 3A32 where forms are placed and 3A22 where slip form machine placement is used.

E Truncated Dome Systems: The approved products are those listed on the MN DOT website: <http://www.mrr.dot.state.mn.us/materials/apprprod.asp>

G.1.a Membrane Curing Compound: Membrane curing compound must meet MN DOT Specification 3754. The material shall conform to the requirements of ASTM C309 and may be either Type 2 or Type 3. The material used on the job site shall have the contents clearly indicated on the container with specific

reference to its conformance to the ASTM designation. The material shall be delivered in agitator type drums.

2531.3 Construction Requirements

The CONTRACTOR shall submit to the ENGINEER the concrete design mix with a letter from an approved testing laboratory, prior to placement of any concrete. The letter from an approved testing laboratory should state that the aggregates and the proportions meet the requirements of these specifications. Such testing shall be at the sole expense of the CONTRACTOR and shall meet the approval of the CITY ENGINEER.

Concrete Pedestrian curb ramps shall be constructed in accordance with MnDOT Technical Memorandum No. 03-19-TS-02, the American with Disabilities Act (ADA) requirements, and Mn/DOT Plate 7036F. Pedestrian curb ramps at locations that may be subjected to vehicle loads shall be thickened from 4 to 6 inches.

Where the Engineer directs the Concrete Curb and Gutter Replacement adjacent to a driveway the Contractor will make every effort to remove the curb and gutter without disturbing the driveway.

- A Foundation Preparations:** The CONTRACTOR shall shape and compact the aggregate base prior to starting concrete curb and gutter construction. The concrete curb and gutter shall be placed on a minimum of 3" of aggregate base, Class 5, 100% crushed quarry rock.
- E Joint Construction:** Expansion joints shall be placed at intervals of not more than 60' for manual placement and not more than 200' for slip-form placement. Provide full depth expansion joints using preformed board material, placed in accordance with MN DOT Plate 7035M, where indicated on details, and against fixed objects. Provide contraction joints, 1/3 the depth of the concrete or more, at 10 foot intervals along the curb and gutter.
- D Metal Reinforcement:** Metal reinforcement shall be provided and placed in concrete curb and gutter and valley gutter in conformance with Plate#604 and #608. Metal reinforcement shall be provided and placed in concrete driveway pavement matching into existing concrete driveway pavement containing metal reinforcement, as directed by the Engineer and in conformance with the applicable provisions of MN Dot 2472.
- E Placing and Finishing Concrete:** Curb and gutter design shall be as indicated on the plans and in accordance with MN DOT Plates 7100 H (B618) and 7102I (S512). Existing curb and gutter style on reconstruction projects shall be matched unless noted or approved otherwise in writing by the ENGINEER.
- F Slipform Machine Placement:** Curb machines may be used provided they are capable of meeting tolerance specifications for workmanship and finish.
- G2 Membrane and Extreme Service Membrane Curing Method:** All surfaces exposed to air at the time of cure shall be coated with membrane curing compound within 1 hour after finishing the concrete surfaces. The compound

shall be applied by an approved airless spraying machine at the approximate rate of 1 gallon per 150 square feet, which is about 40 feet of B618 curb and gutter.

H Joint Sealing: Shall not be required.

J Backfill Construction: Backfilling of the curb and gutter shall be completed within 48-hours after the curing period and prior to bituminous surfacing of the roadway. Extreme care must be exercised by the CONTRACTOR during this operation to prevent horizontal displacement of the curb and gutter. Backfilling shall be considered incidental to the construction. There shall be no excess concrete or debris left behind the concrete being backfilled. Grading and compaction behind the curb shall be completed to grade prior to street paving and shall be shaped to match proposed grades.

K Workmanship and Finish: The complete concrete work shall give the appearance of uniformity in surface contour and texture, and shall be accurately constructed to line and grade. Unacceptable work shall be removed and replaced with acceptable work as ordered by the ENGINEER. The year after installation any cracking due to the Contractor's workmanship at areas other than joints, may at the discretion of the ENGINEER, be removed and replaced to the nearest contraction joints at the Contractor's expense.

The Engineer shall take such samples as deemed necessary to determine the quality of the concrete. Compression tests of cylinders shall show not less than 3,900 p.s.i. at 28 days. The Contractor shall provide for suitable storage at the site to allow cylinders to cure in an environment similar to the site. The owner shall transport the cylinders and bear the costs of testing at an approved laboratory. Air testing of concrete per MN DOT 2461.A4b shall be done at intervals necessary to determine quality and acceptance as determined by the City Engineer.

02531.4 Method of Measurement:

No deductions will be made for catch basins encompassed in the curb and gutter.

A Length: Length measurement on curb and gutter will be made along the face of the curb at the gutter line. Curb drops for entrances and pedestrian curb ramps shall be included in the length measurement. In the case of transition from B618 curb and gutter to another design, the entire transition will be measured for payment under the B618 curb and gutter unit price.

D Pedestrian Curb Ramps: Measurement for pedestrian curb ramps will be made by the number of pedestrian curb ramps constructed as specified. Granular material as specified in Concrete Sidewalk Plate#602 shall be required and considered incidental to concrete pedestrian curb ramp construction as well. Concrete Pedestrian Curb Ramps shall be constructed to the same concrete thickness as the specified adjacent concrete walk.

02531.5 Basis of Payment:

Payment for the concrete construction provided for herein, at the Contract prices per unit of measure, will be compensation in full for all costs of furnishing the materials and constructing the work complete in place as specified.

Payment shall be limited to 80 percent of the actual footage installed until all curbing has been backfilled and the topsoil placed.

Payment for **Concrete Curb and Gutter Replacement** will be made on the following basis. Any damaged in place concrete curb and gutter, may at the discretion of the ENGINEER, be removed and replaced and paid for as Concrete Curb and Gutter Replacement at the contract price per linear foot. Sawing and removal of in place concrete curb and gutter shall be required and considered incidental. No direct payment will be made for sawing, removal, and replacement of bituminous base surfacing, topsoil borrow, or turf establishment in connection with the repair. Where the Engineer directs replacement adjacent to a driveway the Contractor will make every effort to remove the curb and gutter without disturbing the driveway. No direct payment will be made for sawing and removing bituminous driveways parallel to the back of curb the entire width of the driveway if they are disturbed. Bituminous driveway restoration will be paid under the Contract unit price bid for the schedule Wearing Course Mixture.

Payment for sawing and removal of in-place bituminous or concrete shall be incidental to the Contract unit price bid for **Concrete Pedestrian Curb Ramp**.