SPECIFICATIONS FOR

CONSTRUCTION PLANS FOR

SHELL ROCK RIVER
WATERSHED DISTRICT

FOUNTAIN LAKE FISH BARRIER RECONSTRUCTION

CITY OF ALBERT LEA, MINNESOTA
2009

Prepared By
G-Cubed Engineering
14070 Hwy 52 SE
Chatfield, MN  55923
507-867-1666
Project Number: 04-024

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

[Signature]
Reg. No. 21940

Date: 2/1/09
Fountain Lake Fish Barrier Reconstruction
Albert Lea, Minnesota

Notice is hereby given that sealed bids will be received, publicly opened, and read aloud by representatives of Shell Rock River Watershed District, Freeborn County Government Center, 411 South Broadway, PO Box 1147, Albert Lea, MN 56007-1147, at 3:00 PM on August 25, 2009, for furnishing all work and materials for the Fountain Lake Fish Barrier Reconstruction. The job consists of 34,198 pounds of miscellaneous structural steel.

Proposal forms, contract documents, drawings, and specifications as prepared by G-Cubed Inc. are on file for inspection in the office of Shell Rock River Watershed District, whose address is Freeborn County Government Center, 411 South Broadway, PO Box 1147, Albert Lea, MN 56007-1147.

Contractors desiring drawings, specifications, and related documents for the purpose of submitting a bid may secure them from Shell Rock River Watershed District upon deposit of $25.00 for each set.

No bid will be considered unless it is securely sealed in an envelope and filed with Shell Rock River Watershed District prior to the time noted above for the closing of bids.

Each bid must be accompanied by a bid bond or cashier’s check payable to the Shell Rock River Watershed District in an amount not less than five percent (5%) of the total bid as a guarantee that the bidder, if successful, will enter into a contract with the Owner for the work described in the proposal. This deposit will be subject to forfeiture as provided by law. The deposits for the three lowest bidders will be retained by the Owner until the contract has been awarded and executed but not longer than sixty (60) days. No bid may be withdrawn for a period of sixty (60) days following the bid opening.

All bids must be received by 3:00 PM on August 21, 2009, to be considered.

The Owner reserves the right to reject any or all bids, to waive informalities or to award the contract to the lowest responsible bidder, in the best interest of the Owner.
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LADIES AND GENTLEMEN:

THE UNDERSIGNED BEING FAMILIAR WITH LOCAL CONDITIONS WHICH MAY AFFECT THE COST OF THE WORK AND THE PROVISIONS OF THE CONTRACT DOCUMENTS, INCLUDING THE FORM OF CONTRACT, FORM OF BOND, GENERAL CONDITIONS, PLANS AND SPECIFICATIONS, AND SPECIAL PROVISIONS, ALL ON FILE WITH THE OWNER, SHELL ROCK RIVER WATERSHED DISTRICT, FREEBORN COUNTY GOVERNMENT CENTER, 411 SOUTH BROADWAY, PO BOX 1147, ALBERT LEA, MN 56007-1147, HEREBY PROPOSES TO FURNISH ALL LABOR, EQUIPMENT, MATERIAL, AND SERVICE NECESSARY TO COMPLETE THE 2009 CONSTRUCTION PLANS FOR SHELL ROCK RIVER WATERSHED DISTRICT FOUNTAIN LAKE FISH BARRIER RECONSTRUCTION, ALBERT LEA, MINNESOTA AT THE FOLLOWING UNIT PRICES IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENT:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove Existing Fish Barrier and Dispose Off-Site</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mobilization</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Misc. Structural Steel</td>
<td>34,198</td>
<td>LBS.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Connection Hardware</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Patch Damaged Overflow Sections</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID PRICE


IN SUBMITTING THIS BID, IT IS UNDERSTOOD THAT THE RIGHT IS RESERVED BY THE OWNER, TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.

DATE: ___________________  FIRM NAME _______________________

ADDRESS ________________________________________________

BY ________________________________________________

TITLE ___________________________________________________________________

(Authorized Agent)
I. SPECIFICATIONS WHICH APPLY

The following contractual documents and specification are hereby made a part of this Contract by reference:

A. Division 0, Division 1, Division 2, Division 5, all prepared by the Engineer.


II. GENERAL REQUIREMENTS AND COVENANTS

The following definitions and terms shall apply for the “General Requirements and Covenants.”

A. The words “Owner,” “City,” or “Municipality” as used in these Specifications shall refer to Shall Rock River Watershed District, Freeborn County Government Center, 411 South Broadway, PO Box 1147, Albert Lea, MN 56007-1147.

B. The word “Engineer” as used in the Specifications shall refer to G-Cubed Inc., 14070 Hwy 52 SE, Chatfield, MN 55923 or their authorized representative on the project.

III. NOTICE TO BIDDERS

A. Cooperation with other Contractors, City Officials, and Engineers will be required at all times.

B. It shall be the responsibility of the Contractor to notify the proper authorities and to determine the actual location of existing utilities, such as underground power, phone and television cables, and gas lines, prior to any excavation or trenching. Locations shown on the plans are approximate and are intended to be only a general aid to the Contractor.

The Contractor shall protect the function of all guy-wires, anchors, stub poles, utility poles, boxes, transformers, etc., during construction.

It shall be the responsibility of the Contractor to notify the proper authorities should it become necessary to relocate, protect, or support any such items during construction and to coordinate all relocation or protective efforts with the affected utility company. In all cases, the Contractor shall cooperate with and closely follow and procedures specified by said utility company.

After trench restoration has been completed, and relocated item shall be restored to its original condition, in both function and location.

The relocation, alteration, protection, and restoration of any guy-wire, anchor, stub pole, utility pole, boxes, guardrail, fence, transformers, etc., during construction shall be considered as incidental and no direct payment will be made therefore.

C. The Contractor is notified that the completion dates for this project is as follows:

   All work is to be completed by November 13, 2009.

D. The Owner reserves the right to accept or reject any or all bids and accept, reject, or revise and/or all of the schedules and quantities therein that may be deemed in its best interest. Bidders shall
complete all schedules or sections of the proposal.

E. Before Submitting a bid, each bidder must examine the Contract document thoroughly, visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work, familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work; and study and carefully correlate bidder's observations with the Contract documents. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this provision and that the Contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

F. The Contractor shall carefully preserve bench marks, reference points, and stakes and, in case of willful or careless destruction, he shall be charged the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

G. Should any material or Compaction tests fail to comply with the specified requirements, the Contractor shall be charged with the expenses resulting from all retesting performed.

H. The Contractor shall be responsible to comply with all Government requirements regarding the use of existing public roadways for construction traffic. Special attention is called to the use of public roadways during weight restriction periods.

I. The Contractor shall furnish a bond in amount equal to one hundred percent (100%) of the Contract price, said bond to be issued by a responsible surety approved by the Owner, and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the city from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement for a period of one year from and after acceptance by the Owner, without additional charge or cost to the Owner. Said maintenance is hereby defined to mean the keeping of the work in good repair, free from any functional or structural deterioration except that resulting from ordinary and reasonable use, which appreciably reduces the effectiveness of the improvement for the purpose intended; and free from and substantial departure from the standards or defects in materials or workmanship shall be made at no cost to the Owner under this guarantee.

IV. PROSECUTION AND PROGRESS

A. Attention is called to section 1.410 of the Specification. The Contractor shall have a competent and reliable representative on the project at all times.

B. Attention is called to section 1.051 of the Specification which concerns construction stakes. All staking done after the initial staking, which requires five-calendar day’s advance notice, shall require 48 hours’ advance notice.

C. A preconstruction conference will be held at a time and place agreeable to the Contractor, Engineer, and Owner prior to any construction.

At this preconstruction conference, the prime Contractor shall furnish the Engineer, in writing, with a list of any and all subcontractors which shall include the subcontractor’s name, the operation or part of the work he will perform, and the name of the Superintendent or Foreman who will be in charge of each operation.
This will not relieve the Contractor of the responsibility of seeing that the job progresses according to the working schedule prepared by him and furnished to the Engineer at the preconstruction conference.

D. Special attention is called to Section 1.802 of the Specifications which requires the Contractor to notify the Engineer of the location at which he proposes to start work, at least five calendar days prior to starting operations.

E. Sections of work completed after the specified completion date shall be subject to liquidated damages as outlined in Section 1.805 of the specification.

F. All mobilization efforts shall be considered incidental work and no direct compensation shall be made therefore.

G. Local traffic and emergency vehicle access shall be maintained in all project areas at all times. The Contractor shall notify the City Clerk at least 48 hours prior to any temporary street closures. Warning signs and barricades shall be provided to adequately alert motorists of closed streets. The contractor shall cooperate with adjacent residents and shall assist them, if necessary, during construction if special vehicular or pedestrian access is required.

H. Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to, the following:

- Off-site disposal of excess excavation, material displaced by pipe, fittings, special backfill, roadway restoration, rock excavation, or drainage swale construction.
- Signs, barricades, lights, etc., for maintaining traffic.
- Maintenance, protection, and restoration of poles and utilities.
- Regrading and restoration of all slopes.
- Dewatering and trench stabilization if necessary.
- Miscellaneous removals and clearing and grubbing and disposal of material.
- Salvaging, stockpiling, and restoration of topsoil materials.
- Permit application and fees.
DIVISION 0
DEFINITIONS OF WORKS AND TERMS

Whenever the following terms, or pronouns in place of them, are used in these specifications or the contract, the intent and meaning shall be interpreted as follows:

0.01 A.A.S.H.O.: The American Association of State Highway Officials.

0.06 A.S.T.M.: The American Society for Testing Materials.

0.07 BIDDER: Any individual, partnership, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

0.11 CONTRACT: A written agreement, valid in form, between the municipality and the successful bid, by which the contractor is bound to perform the work contemplated, in accordance with the plan, specifications, special provisions, and supplemental agreements, and by which the municipality is bound to compensate him therefore at the mutually established and accepted rate or price.

The Contract includes the proposal, contract bond, plans, special provisions, and specifications pertaining to the work or materials therefore. Any supplemental agreements entered into subsequent to the execution of the contract will also become a part of said contract.

0.12 CONTRACT BOND: The approved form of security furnished by the contractor and his surety or sureties as a guarantee of good faith and ability on the part of the contractor to execute the work in accordance with the terms of the contract.

0.13 CONTRACTING OFFICER: The term “contracting officer” as used herein shall mean an authorized representative of a count, in the case of contract entered into by said count; or the duly authorized representative of a city, village, commission, or other governmental subdivision or authority, in the case of a contract entered into by such governmental subdivision or authority.

0.14 CONTRACTOR: The individual, partnership, or corporation undertaking the execution of the work under the terms of the contract, and acting directly or through a duly authorized representative.

0.16 ENGINEER: The duly authorized engineer of any other governmental subdivision or authority who shall be a professional engineer registered under the laws of Minnesota.

0.17 GRADE: The established elevation of the surface of the completed improvement.

0.18 HIGHWAY: Highway or public road means any road or street used by the public for highway purposes.

0.20 INSPECTOR: The authorized representative of the engineer, assigned to make detailed inspection of any or all provisions of the work or materials.

0.21 ITEMS: A unit of work for which a price is provided in the contract.

0.25 MUNICIPALITY: A municipality means a city of any class, including a city organized under a
charter framed pursuant to the Constitution of the State of Minnesota, Article 4, Section 36, a county, a town, a village, or a borough in this state, and any other political subdivision, public corporation, authority, or district in this state which is or may be authorized by law to contract for public improvements.

0.251 The Party of the First part of a contract; the municipality, acting through it duly elected Council or Board of municipal officials, in the case of a contract entered into by said municipality; or any other governmental subdivision or authority.

0.27 PLANS: All approved drawings, or reproduction of such drawing, pertaining to the work provided for in the contract.

0.28 PROJECT: The contemplated improvement as indicated in the plans and specified in the contract.

0.30 PROPOSAL: The written offer of the bidder, on a form furnished by the municipality, to perform the work contemplated.

0.31 PROPOSAL GUARANTEE: The security designated in the notice to the contractors or in the proposal and furnished by the bidder as a guarantee of good faith to enter into a contract with the municipality for construction of the work if it be awarded to him.

0.32 RIGHT-OF-WAY: The whole area which is secured and reserved for the public improvement.

0.36 SPECIAL PROVISIONS: Specific clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the contract, which are not covered by the specifications.

0.37 SPECIFICATIONS: The directions, provisions, and requirements contained in this volume, or in supplements to this volume, pertaining to the performance of the work and the qualities and quantities of materials to be furnished under the contract.

0.40 SUB-CONTRACTOR: The individual, firm or corporation undertaking the execution of a part of the work under the terms of the contract by virtue of an agreement between himself and the contractor, subject to the approval of the municipality and or state as provided in 1.801.

0.42 SUPPLEMENTAL AGREEMENT: A written agreement between the municipality and the contractor, operating as a supplement to the contract, covering correction of omission, errors, discrepancies, between the plans and the proposal or estimates, or any alterations in the plans, or additional requirements, work, materials, and incidentals required to complete the construction of the project in an acceptable manner and setting both the basis of compensation, if any.

0.43 SURETY: The individual or corporate body which is bound with and for the contractor to insure his acceptable performance of the contract, and for his payment of all obligations pertaining to the project.
DIVISION 1
PROPOSAL REQUIREMENTS AND CONDITIONS
INSTRUCTION TO BIDDERS

1.001A GENERAL:

A. The Minnesota Department of Transportation Standard Specification for Construction, 2000 edition hereinafter referred to as Mn/DOT Spec, and all supplements to said publication are hereby incorporated into this specification. Copies are available for inspection during normal office hours (8:00 a.m. to 4:30 p.m.) at G-Cubed Inc. located in Chatfield at the following location:
   G-Cubed Inc.
   14070 Hwy. 52 SE
   Chatfield, MN 55923
   Telephone: (507) 867-1666 ext. 102
   Fax: (507) 867-1665

1.002 ENGINEER:

A. The word ENGINEER and/or ARCHITECT shall mean the CEO of the G-Cubed Inc., or his authorized representative. Geoffrey G. Griffin is the CEO and his authorized representatives shall be as listed below.

B. The authorized representative of the Engineer is:
   Geoffrey G. Griffin
   G-Cubed Inc.
   14070 Hwy. 52 SE
   Chatfield, MN 55923
   Telephone: (507) 867-1666 ext. 102
   Fax: (507) 867-1665

C. The authorized representative during bidding for Contract Document inquiries and all submittals during construction except as modified by Section 1.300 is:
   Andy Henschel
   Shell Rock River Watershed District
   Freeborn County Government Center
   PO Box 1147
   Albert Lea, MN 56007-1147
   Telephone: (507) 379-2964
   Fax: (507) 377-4494

D. The authorized representative after the bid opening for Contract Administration and Construction Inspection, and all other inquiries or coordination during construction is:
   Andy Henschel
   Shell Rock River Watershed District
   Freeborn County Government Center
   PO Box 1147
   Albert Lea, MN 56007-1147
   Telephone: (507) 379-2964
   Fax: (507) 377-4494

1.006 MODIFICATIONS TO GENERAL CONDITIONS:

In the Modifications to the General Conditions, Article 10.1.5 shall be deleted; Article 15 shall be modified to
delete Paragraphs 15.2 and 15.4 through 15.17, except subparagraph 15.10.2, Affirmative Action Certificate of Compliance, shall remain in effect.

1.007A INSURANCE:

All insurance must be furnished as listed under Article 11 of the Supplemental Conditions except Subparagraph 11.E, Completed Products; and 11.G, Builder’s Risk. If the Contractor determines that he will not use explosives for the work, the requirements regarding Comprehensive Liability for the use of explosives shall be waived with respect to Subparagraph 11.B, Property Damage.

A. The Sections and Paragraphs contained in Division Zero and in all other divisions of this Specification may amend, supersede, void or supplement 1) the Articles of the General and Federal Supplementary Conditions of the Contract for Construction (AIA Documents A201, 1987, and A201/SC, 1990), hereafter referred to as General Conditions, 2) the Articles of the Supplementary General Conditions of the Contract, hereinafter referred to as Supplemental Conditions, and 3) the Mn/DOT Specifications, and such shall take precedence over the provisions of the General Conditions, the Supplemental Conditions and/or the Mn/DOT Specifications. Where any part of an Article of the General Conditions, the Supplemental Conditions, and/or the Mn/DOT Specifications is not so amended, superseded, voided, or supplemented by a provision of any of the divisions, such part shall remain in effect.

B. Material testing shall be in accordance with the latest revision of the testing procedure noted in the plans/specifications. Tests which follow the American Society of Testing and Materials procedures are hereinafter referred to as ASTM tests.

1.008 PROTECTION OF PERSONS AND PROPERTY:

Pursuant to Article 10 of the General Conditions, the Contractor shall be strictly responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Conditions at the work site which the Engineer suspects are in violation of safety laws and regulations may be reported to the appropriate enforcement authorities.

1.009A CONTRACT AWARD:

The Owner reserves the right, after bidding and prior to award, to require supplemental information deemed appropriate to determine the bidder’s qualifications to execute the work. Supplemental information shall be delivered to the person in 1.002.B within 10 days of the bid opening.

1.013 EXAMINATION OF SITE FOR EXISTING CONDITIONS AND UTILITIES:

A. Existing Conditions

1. Before submitting a bid on the work defined in these documents each bidder shall visit the site, take his own measurements and thoroughly familiarize himself with all existing conditions and limitations pertaining to the work herein contemplated. No extras will be allowed because of the Contractor’s misunderstanding as to the amount of work involved or his lack of knowledge of existing conditions.

B. Existing Utilities

1. The Owner does not guarantee the location of existing overhead and underground utilities. The Contractor shall be solely responsible for verifying the exact location of all utilities, without additional compensation. This shall include calling the Gopher State One Call System,
Telephone: 1-800-252-1166. Prior to the start of any construction, the Contractor shall notify all utility companies having utilities in the project area. The Contractor shall have sole responsibility for providing temporary support and for protecting and maintaining all existing utilities in the project area during the entire period of construction, including but not limited to the period of excavation, backfill, and compaction. In carrying out this responsibility, the Contractor shall exercise particular care, wherever underground utility lines are crossed, to provide compacted backfill or other stable support for such lines to prevent any detrimental displacement, rupture or other failure.

2. The Contractor shall not damage any existing utilities which are in the same vicinity as the project. Any utility damage due to Contractor’s operations shall be repaired at the Contractor’s cost.

1.016 DISCREPANCIES:

Contractors and suppliers shall notify the Architect/Engineer, 15 days or more prior to the bid opening, of all alleged discrepancies in the project documents that affect the cost or completed project performance. No extras will be allowed for failure to comply.

1.018 ARCHAEOLOGY:

In the event of the discovery of archaeological remains, work will immediately stop and the Engineer shall be notified. New borrow or excavated within State property that are not indicated on plans must be approved by the Engineer.

SECTION 1.050 FIELD ENGINEERING

1.051 GRADES, LINES AND LEVELS:

A. When requested by the Contractor and mutually agreed upon with the Engineer, the Engineer shall place one set of construction stakes for necessary point such as clearing limits, centerline, grades, slope limits, or location. The bench mark shall be as shown on the drawings or as established by the Engineer. The Contractor shall report any errors to the Engineer or his representative.

B. The Contractor shall transfer line and grade from these stakes as required to construct the project and shape the work. It will be the Contractor’s responsibility to preserve all stakes and markings. In case such stakes and markings are carelessly destroyed or defaced by the contractor or his employees, the Contractor shall replace the stakes or request the Engineer to replace them with resultant expenses being deducted from any monies due or to become due to the Contractor. The minimum value of each stake replaced shall be $25.00.

SECTION 1.060 REGULATORY REQUIREMENTS

1.062B PERMITS AND ORDINANCES:

The permits necessary to do work in public waters will be obtained by the Owner. The Owner will give the permit to the Contractor who will then be responsible for compliance, posting and maintaining it. All other permits and licenses (including dewatering permits) necessary for the completion of the work shall be secured and paid for by the contractor.

It is the intent of these drawings and Specifications to provide the complete installation as shown and described in accordance with all governing regulations and minimum standards. If in any instance the drawings and/or
Specifications conflict with regulations and standards established by this ordinance, then the ordinance shall take precedence. This, however, shall not be construed as relieving the Contractor from complying with any requirements of the drawings and Specifications that may be in excess of the ordinance requirements and not contrary to same.

SECTION 1.150 MEASUREMENT AND PAYMENT

1.151B METHOD OF MEASUREMENT AND PAYMENT – UNIT PRICE CONTRACTS:

A. General:

1. All items shall be paid on the basis of actual quantities except those designated by plan quantities (P) on the Schedule of Items in the Proposal.

2. Pay Units shown on the Schedule of Items are abbreviated as follows: Cubic Yards, C.Y.; Gallon, Gal.; Hour, Hr.; Linear Foot, L.F.; Lump Sum, L.S.; Pound, lbs.; Square Foot, S.F.; Square Yard, S.Y.; Ton, T.; Staked Quantities, S.Q.

3. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of all Contractor offices or other facilities necessary for work on the Project, and the cost of insurance and bonds necessary for the project. The amount bid for the mobilization item shall not exceed 5 percent of the total bid price.

4. Unless noted otherwise, a quantity may be increased or decreased no more than 25% from the amount shown on the Proposal, with no change in unit price. If quantity changes more than 25%, the unit price for that item shall be renegotiated upon written request by the Engineer or the Contractor.

5. Work Items not included in the Proposal but called for in the Specifications or on the drawings, shall be considered incidental to the Contract.

6. Work done contrary to instructions of the Engineer and any work done beyond that which is specified or ordered, will be considered as Unauthorized work and will not be paid for under the provisions of the Contract. Unauthorized work shall be removed by the Contractor at his expense upon receipt of a written order from the Engineer.

SECTION 1.200 PROJECT MEETINGS

1.202 PRECONSTRUCTION MEETING:

After the Notice to Proceed has been issued but before construction commences, the Engineer will advise the Contractor of the time and location of the preconstruction meeting. The onsite foreman or superintendent must be present at the preconstruction meeting. The following items will be discussed (as applicable):

A. Confinement of work area
B. Use of Owner’s sanitary facilities
C. Access route to site
D. Fences and barricades
E. Items removes by Contractor which the Owner will retain
F. Construction staking, etc. by the Engineer
G. Interruption of services
H. Routine of business including handling of transmittals, correspondences, shop drawings,
inspections, requests for substitutions, requests for payments, requests for design modifications, etc.

I. Any and all other items of concern to the parties involved in the project relating to execution and completion of the Contract

SECTION 1.300 SUBMITTALS

1.301 SUBMITTAL INFORMATION:

The Contractor shall submit to the person named in 1.002.C the name of the onsite job superintendent and a list of proposed subcontractors and suppliers within ten (10) days after the award has been issued.

1.320 PROGRESS SCHEDULE:

A. The Contractor shall, prior to commencement of work, submit to the Engineer for review (1) a construction schedule showing the order in which he proposes to carry on the work indicating the periods during which he will perform work on each item listed in the Proposal; and (2) the hours and days in which he proposes to carry on the work.

B. If, in the opinion of the Engineer, the Contractor falls behind the approved construction schedule, the Contractor shall take such steps as may be necessary to improve his progress. The Engineer may require him to either increase the number of shifts, days or hours of work, or the amount of construction planned, or all of them, and to submit for approval such revised construction schedule as may be deemed necessary to show the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner. If the Contractor fails to submit a revised construction schedule within the time specified by the Engineer, the Engineer may withhold approval of progress payments and/or take such other actions as provided in this Contract until such time as the Contractor submits the required construction schedule.

C. Failure of the Contractor to comply with the requirements of the Engineer under this clause shall be grounds for determination by the Engineer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Engineer may terminate the Contractor’s right to proceed with the work, or any separable part thereof.

SECTION 1.400 QUALITY CONTROL

1.401 INTENT OF PLANS AND SPECIFICATIONS:

The intent of the plans and specifications is to prescribe a complete improvement. No deviations from the plans shall be made unless authorized by the engineer in writing.

Unless otherwise provided, the contractor shall furnish all labor, materials, equipment, tools, transportation, supplies and incidentals which may be necessary to construct and complete the improvement in accordance with the contract.

1.402 SPECIAL PROVISIONS:

Should any construction items or requirements which are not covered by the specifications be anticipated on any proposed work, special provisions covering such items will be included with the proposal form, and these provisions shall be considered as a part of the contract.

1.404 INCREASED OR DECREASED QUANTITIES OF WORK:
The engineer shall have the right, as the work progresses, to make alterations in the plans involving increases or decreases in the quantities of any or all items but not involving changes in the type or character of the work, or to eliminate any one or more items, subject to the following limitation, without invalidating the contract. Wherever, elsewhere in these specifications or in the special provisions, the statement is made that interpreted to mean that the municipality reserves the right to increase or decrease the quantity of such item or items in any amount deemed necessary by the engineer for the proper completion of the project without any adjustment in the contract unit prices, and that the following provisions governing adjustments in contract prices shall not apply to such item or items.

1.4041

If it is found that the quantity of any item required to complete the project will be less than the proposal quantity but is 75 percent or more thereof, or is greater than the proposal quantity but does not exceed 125 percent thereof, payment will be made at the contract price for the quantity of work actually performed.

1.4042

If it is found that the quantity of any item required to complete the project will be less than 75 percent or more than 125 percent of the proposal quantity of that item, a revised basis of payment for that item may be established in accordance with the following provisions:

A. If it is found that the quantity of any item will be less than 75 percent of the proposal quantity, the contractor may submit a written request for a revision in the basis of payment accompanied by evidence to support his claim, subject to the following limitations:

I. That the claim will be considered only in so far as it justifies an increased prorate share of fixed expenses chargeable to that item because of the decreased quantity of the item.

II. That the payment for the decreased quantity shall in no case exceed that which would be made for 75 percent of the proposal quantity at the contract price.

III. That no allowance will be considered for anticipated profit on any work not performed.

IV. If such a request for a revision in the basis of payment is not made, payment for the actual quantity of the item furnished or constructed will be made at the price bid for such item.

B. If it is found that the quantity of any item will be more than 125 percent of the proposal quantity, either party to the contract may submit a written request for a revision in the basis of payment accompanied by evidence to support the claim, subject to the following revisions:

I. That the contract price shall apply to all work performed up to and including 125 percent of the proposal quantity.

II. That the revised price, if agreed upon, shall apply only to the quantity of work performed in excess of 125 percent of proposal quantity.

III. That no allowance will be considered for losses sustained or profits accrued on the work done up to and including 125 percent of the proposal quantity.

IV. If such a request for a revision in the basis of payment is not made, payment for the actual quantity of the item furnished or constructed will be made at the price bid for such item.
1.4043

If the work is ordered stopped on an uncompleted portion of a construction unit, for any other reason except defective workmanship or material, compensation for costs incurred prior to suspension of work will be made on the following basis:

A. For materials purchased and shipped or delivered to the project prior to the date of such suspension of work, but not used in the construction, the municipality will, at its option: (1) pay the contractor the actual purchase price of such materials as shown by receipts, invoices or an affidavit from the contractor, plus transportation charges, and such materials shall thereupon become the property of the municipality; or (2) the municipality will order such materials returned to the supplier and pay the contractor the actual purchase price of such materials plus transportation costs both ways, minus the credit he obtains from the supplier for the materials so returned.

B. For construction work actually performed and for materials used prior to the date of such suspension of work, compensation will be made as provided in 1.904 for work done on a force account basis.

1.405 ALTERATION OF PLANS:

The engineer shall have the right, as the work progresses, to make alterations in the plan involving changes in the type or character of the work, to make alterations in the specified coordination of two or more concurrent contracts, or to extend the total over-all limits of the project, subject to the following limitation, without invalidation the contract.

1.4051

The contractor will be informed in writing of all such alterations before being order to perform such work.

1.4052

Should such alterations cause increased or decreased costs to the contractor, fair and equitable compensation therefore shall be established by supplemental agreement. If an agreement satisfactory to both parties can not be made, the engineer may order operations stopped on that portion of the work affected by the alterations, or he may order the contractor to proceed with the work, in which case compensation therefore will be made as provided in 1.904.

1.4053

Should the contractor perform without written protest any of the work covered by such alterations, after being notified thereof and before an agreement regarding price has been reached, it will be construed that he has accepted such alterations at the price proposed by the engineer.

1.406 UNCLASSIFIED WORK:

Any labor, material or use of equipment, which is not required by the original contract, but which the engineer orders to be done, will be considered as “Unclassified Work”. Such work shall be performed by the contractor, upon written order from the engineer.

If an agreement can be reached for payment for such work on a unit price or lump sum basis, a supplemental agreement shall be executed, specifying the location, nature of the work, estimate quantities and basis of payment for work to be performed. When the supplemental agreement has been signed by both the municipalities and the contractor, it will become part of the contract.
If an agreement cannot be reached for payment for such work on a unit price or lump sum basis, or if these methods are impracticable, the contractor shall enter into a supplement agreement to perform the work on a force account basis, the supplemental agreement shall stipulate the rates to be paid for all labor, materials, and equipment.

Unclassified work performed without written authorization from the engineer shall be considered as unauthorized work.

1.407 DISPUTED CLAIMS:

In any case where the contractor believes extra compensation is due him for work or material which he deems in not clearly covered in the contract, or is not ordered by the engineer as unclassified work as defined in 1.406, he shall notify the engineer of his intention to make claim for such extra compensation before he begins the work on which he bases his claim. If such notification is not given, or if the engineer is not afforded proper facilities by the contractor for keeping strict account of actual cost, no claim for such extra compensation will be considered. Such notice by the contractor, and the fact that the engineer has kept account of the cost as aforesaid, shall not in anyway be construed as proving the validity of the claim. The municipality must pass upon the claim. In case the claim is found to be just, it shall be allowed and paid for as unclassified work.

1.410 WORKMANSHIP:

Employ workman skilled and experienced for the specific task required. Licensed journeyman shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when the work is progressing.

1.420 MATERIALS AND SYSTEMS:

All materials, equipments, fixtures, apparatus, etc., shall be new unless specifically indicated otherwise. Materials, equipment, etc., specified shall be manufactured, installed or applied in accord with the directions of the manufacturer, governing association and/or laws, unless specifically shown otherwise. The generally recognized governing association guidelines and instructions will be the basis for review whether or not the contractor or manufacturer subscribes or belongs to said association.

SECTION 1.500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.510 TEMPORARY FACILITIES:

A. Contractor shall furnish as necessary to execute the work, pay all charges for and remove/disconnect upon job completion: job office; telephone; electricity; temporary heat; fuel; water; lighting; toilet; and weatherproof and secure storage facilities for all materials requiring protection.

B. Personnel access, parking, deliveries, storage locations and site access shall be designated by and coordinated with the Engineer.

1.530A PROTECTION:

A. Fences and Barricades – The Contractor shall erect and maintain fences and barricades whenever necessary to provide adequate protection for and from the public. Proper lights and signs shall be operated and maintained to protect the public from hazards resulting from the Contractor's operations. These shall be removed by the Contractor upon completion of work.
B. The Contractor shall secure, properly cover and protect his own materials and work and all Owner property against damage of any kind until this project is complete and the Owner takes possession.

C. Job site appearance – The Contractor shall maintain a neat and orderly job site and shall promptly remove all debris and dispose of legally.

1.532 TREE AND PLANT PROTECTION

The Contractor shall protect trees and root systems from damage from construction equipment or damage due to soil compaction. The contractor shall erect snow fences around plants which are to be protected or as directed by the Engineer.

1.551A ACCESS ROADS:

The Contractor shall notify the Engineer of the proposed access route to the project site and the Engineer shall approve the Route before any work begins. Whether the Contractor uses an existing road or constructs his own access road, he shall keep damage to existing vegetation to a minimum and he shall restore any altered features to original or better conditions upon completion of the project.

1.563 WATER HANDLING:

The Contractor shall provide means of bypassing water around or through the project site without creating unnatural conditions in lakes or streams above or below the area, or damaging public or private property. The Contractor shall save the Owner harmless from claims of any nature arising from the work and shall, upon request, furnish a written release of all claims before final payment is made by the Owner.

SECTION 1.700 CONTRACT CLOSEOUT

1.701 AS-BUILT DRAWINGS:

A. Each Contractor shall maintain an as-built set of drawings and specifications that includes: the locations of concealed connections, raceways and piping, all changes in the work and final product selections.

B. Submit to Engineer upon project completion.

1.702 FINAL SUBMITTALS:

Assemble in booklet form, and submit to the Engineer, in triplicate:

A. All guarantees, warranties and bonds for all materials and equipment indicated or inferred in project documents. They shall be made out in the Owner’s name and endorsed by installing Contractor where applicable.

B. Maintenance, operation manuals and part lists for all equipment, materials, hardware, etc.

1.706A CLEAN-UP:

On or before completion of all work, or as may be directed, the Contractor shall remove from the premises and recycle or legally dispose of all rubbish or debris caused by him, leaving the site in a clean and presentable condition.

1.707A FINAL ACCEPTANCE AND ONE-YEAR WARRANTY:
The date of final acceptance and the date initiating the one-year warranty period shall be the date the Engineer approves and signs the final payment.

SECTION 1.800 PROSECUTION OF WORK

1.801 SUBLETTING OR ASSIGNMENT OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, partnership or corporation, without the written consent of the municipality, and such consent shall not in any way relieve the Contractor of the full responsibility for the performance of his Contract.

1.802 PROSECUTION OF WORK

1.8021 GENERAL: The site for construction work will be furnished by the municipality, and no work shall be started on any portion of the project for which the required site has not been secured. In case the municipality fails to secure the site or to effect the removal of structures and buildings from any section of the site, the right is reserved either to eliminate the work on that section from the contract as provided in 1.404, or to require the Contractor to contract the work as specified at a later date. In either case, the time for completion of the work will be extended by a period equal to any delay caused by such failure, but no compensation will be made to the Contractor because of any damages he may sustain because of such failure, except that any additional movement of equipment will be paid for as provided in 1.904.

The Contractor shall notify the Engineer of the location at which he proposes to start work at least five calendar days prior to starting operations, and shall outline his proposed sequence of operations and that portions of the work he expects to have completed at various times.

Should the prosecution of the work for any reason be temporarily suspended, with the consent of the Engineer, the Contractor shall give him at least 24 hours notice before again resuming operations. In case of a seasonal suspension of operations, the Contractor shall give the Engineer at least five days notice of his intention to resume operations.

The work shall be prosecuted in such a manner as to ensure its completion within the time set forth in the Contract. In case of failure to prosecute the work in such a manner as to ensure its completion within the time specified, the Engineer shall have the right, by a written order, to require the Contractor to place in operation such additional force and equipment as the Engineer deems necessary.

No work shall be performed on Sundays or legal holidays of the State of Minnesota without written permission of the municipality. This shall be interpreted to mean that construction operations shall be suspended for a period of 24 hours from approximately 6:00 A.M. on each Sunday or legal holiday until 6:00 A.M. on the following day. Slight changes in these hours will be permitted, but the intent of this policy shall be complied with. Written permission will not be required for the prosecution, on Sundays or legal holidays, of minor operations which may be necessary to protect the work or safeguard traffic, such as sprinkling concrete for curing, sprinkling sod, maintaining lights and barricades, etc.

1.8022 CONTRACT TIME OF COMPLETION: The proposal for each project will show either a specified date for completion (which may be indicated by a specified number of calendar days).

1.8023 SPECIFIED DATE OF COMPLETION: When the proposal shows a specified number of calendar days, the contract completion date will be construed to be that number of calendar days after the date specified as the latest date for starting construction operations.
When the proposal shows a definite date for the completion of the project, all work must be completed in accordance with the requirements of the contract on or before the date set forth in the proposal, except the removal of temporary bypasses or other temporary structures erected for the convenience of the traveling public, and such maintenance of sand or gravel base or surface course or of sodded areas as the Contractor is required to perform; either at his own expense or at the expense of the municipality, all of which may be performed after the specified date.

1.803 SUSPENSION AND RESUMPTION OF WORK:

The Engineer shall have the authority to suspend the Contractor’s operations wholly or in part for such a period or periods of time as he may deem necessary because of unsuitable weather or other conditions which he considers unfavorable for the prosecution of the work, or because of the non-completion of work being done under other contracts on the same project; or for such time as may be necessary because of the failure of the contractor to comply with the provisions of the contract. Such “Suspension of Work Order” shall be in writing and will state the reason for such suspension, the effective date, and the operations suspended. Any work done by the contractor contrary to such “Suspension of Work Order” shall be considered as unauthorized work and as having been done at the expense of the contractor.

No operations which have been suspended by a “Suspension of Work Order” shall be resumed until the Engineer has issue a “Resumption of Work Order”. The order to resume operations will be issued when, in the opinion of the Engineer, the conditions which justified the suspension no longer exist. This order shall be in writing and will state the reason for ordering such resumption, the effective date, and the operations to be resumed.

If it should become necessary to suspend operations for any indefinite period the contractor shall, before leaving the project, store all materials and equipment in such a manner as will not obstruct or impede the traveling public. He shall take every precaution to prevent damage or deterioration of the work performed, and shall erect temporary structures where necessary.

1.804 EXTENSION OF CONTRACT COMPLETION TIME:

The contractor shall complete the work within the time specified in the original contract unless extensions of time for completion are granted in accordance with the following provisions:

A. If the contractor finds that any unclassified work or an overrun in the quantity of any item becomes the controlling factor in the progress of the work to an extent affecting its completion within the contract completion time, he shall, prior to the completion of the project, submit a written request for such extension of time for completion as he considers justified because of such additional work. The municipality will consider such additional work in this relation to the completion of the entire project and, if it finds that the completion was delayed thereby, will grant such extension of time as may seem reasonable and proper.

B. If the final value of the project minus the final value of any work for which an extension of time has been granted accordance with the foregoing paragraph is greater than the original contract amount minus the original contract value of the same work, the time for completion will be extended for a period of time proportional to such increase in value of that work for which no extension has been granted. This extension of time for completion will be granted without a request from the Contractor.

C. If any delay to the completion of the project is caused by the failure of the municipality to secure the site or to effect the removal of structures and buildings therefrom, or by the suspension of operations because of the non-completion of work being done under other contracts on the same section of the project, the time for completion will be extended for a period of time which, in the opinion of the Engineer, will
compensate for such delays. This extension of time for completion will be made without a request from the Contractor.

D. If the Contractor finds that, for any reasons other than those specified above, it will be impossible for him to complete the work within the contract completion time, he shall, prior to the completion of the project, make a written request to the municipality for an extension of time for completion, setting forth therein the reasons which he believes justify the extension of time. If the municipality finds that the work was delayed on account of conditions beyond the control of the Contractor, it will grant such extension of time for completion as may seem to be reasonable and proper.

1.805 FAILURE TO COMPLETE WORK ON TIME:

Should the contractor to complete the work within the required time limit as provided in 1.8022, or as extended in accordance with the provisions of 1.804, the municipality will thereafter deduct from any monies due or coming due to the contractor, an amount equal to the cost of the salaries, subsistence and car mileage of the engineer and his assistants while engaged in field supervision of the contractor's operations which are carried on during the overtime period. This amount will be computed at the rates used by the municipality in distributing these costs to the work, and shall be considered as reasonable liquidated damages due to the municipality from the contractor for his failure to complete the project within the specified time limit. The cost of (1) supervising any unclassified work, removal of temporary by-passes or other temporary structure, or maintenance of base or surface courses or of sodded areas, which may be performed during the overtime period, (2) determining the quantities of work performed by contractor, and (3) and work done in the field office, will not be included in the amount deducted for liquidated damages.

Permitting the contractor to continue and finish the work, or any part of it, after the time fixed for its completion, including any extension which may have been granted, shall in no way operate as a waiver on the part of the municipality of any of its rights under the contract.

Neither by the act of taking over the work not by the annulment of the contract shall the municipality forfeit the right to recover liquidated damages from the contractor or his surety for failure to complete the project within the specified time.

1.806 ANNULMENT OF CONTRACT:

If the contractor fails to begin the work under contract within the time specified; or fails to provide sufficient workmen, equipment, or materials to ensure the completion of the work within the specified time; or performs the work unsatisfactorily; or neglects or refuses to remove such materials prosecution of the work without permission from the engineer; or become insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or make an assignment for the benefit of creditors; or from any other cause whatsoever does not carry on the work in an acceptable manner, the engineer will give notice in writing to the contractor and his surety of such delays, neglect or default, specifying the same. If the contractor, within a period of 10 days after such notice, does not proceed in accordance therewith, the municipality will, upon written certificate from the engineer, a copy of which shall be served upon the contractor and his surety, stating the fact of such delays, neglect or default, and the contractor's failure to comply with such notice, have full power and authority without violating the contract, to take prosecution of the work out of the hands of said contractor; to appropriate or use any or all such materials and equipment on the ground as may be suitable and acceptable, and may enter into an agreement for the completion of the project according to the terms and provisions of the contract or use such other methods, in its opinion, shall be required for the completion of the project in an acceptable manner. All costs and charges incurred by the municipality, together with the costs of expense so incurred by the municipality is less than the sum which would have been payable under the contract if it had been completed by the contractor, then the contractor shall receive the differences; and in case such expense exceeds the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the municipality the
amount of the excess.

1.807 SERVICE OF ORDER OR NOTICE:

A notice or an order as specified in 1.806 shall be considered duly served when it is served, in person, or by registered mail, on any of the follow: The contractor, the contractor’s representative on the work, the person in charge of the contractor’s office, the surety, the authorized local representative of the surety, or the person in charge of the surety’s office. Service of such notice or order shall be deemed complete and sufficient when it is enclosed in a registered and stamped envelope properly addressed and is deposited in any post office of U.S. letterbox in the state.

1.901 MEASUREMENT OF QUANTITIES:

U.S. Standard Measures will be used in the measurement of all work acceptable completed, and such measurements will be used as a basis for the computation of the quantities of work performed.

Unless specifically stated otherwise in the detail specifications for a particular item, measurements will be made in accordance with the following general rules.

1. Measurement of areas will be made on the surface whose area is to be measured.

2. When measurement by the unit is specified, the unit will be construed to include all necessary fittings and accessories.

3. Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the project.

1.902 SCOPE OF PAYMENT:

The contractor shall receive and accept compensation at the contract price or prices in full payment for performing all work and furnishing all materials required by the contract and for all risk, loss, damage, or expense of whatever nature arising out of the nature of the work or the prosecution thereof, except as otherwise specifically provided elsewhere in the contract, including but not limited to the following.

1. All overhead expenses including bond and insurance premiums;

2. All loss caused by any infringement of patents, trademarks, or copyrights;

3. Furnishing all necessary materials, labor and equipment;

4. Furnishing, installing, or constructing all part or appurtenances required to be incorporated into the completed work, whether or not specific pay items are provided in the proposal for such parts or appurtenances;

5. Constructing or removing any incidental work, or performing all operations, which may be necessary to complete the contract items, whether or not specific pay item are provided in the proposal for such work or operations.

6. Performing all work specified to be done by the contractor, except that when it is expressly provided that such work be done at the expense of the municipality.

1.903 PAYMENT FOR INCREASED OR DECREASED QUANTITIES:
Whenever the quantity of any item of work as given in the proposal shall be increased or decreased, payment for such item will be made on the basis of the actual quantity completed, at the contract price for such item, except as otherwise provided in 1.404 or in the detail specifications for that item of work.

**1.904 PAYMENT FOR UNCLASSIFIED WORK:**

Unclassified work as defined in 1.406 will be paid for at a unit price, lump sum, or on a force account basis.

The compensation as hereinafter specified in (1), (2), and (3) shall be received by the contractor as payment in full for all work done on a force account basis.

The specified percentages for labor and materials will be construed to cover profit and all expenses not directly included in the specified rates, including the use of hand tools. The specified percentage for teams hired by the contractor will be construed to cover profit and all expenses not directly included in the specified rates. Profit and incidental expense will be assumed to be included in the specified rates for equipment rental and for the use of teams owned by the contractor, and percentage will be added to such rates.

The contractor and the engineer shall compare records at the end of each day for work done on a force account basis. Copies of these records shall be made in triplicate on forms provided by the engineer for this purpose, and signed by both parties. The contractor shall attach to all claims for force account work such receipted bills, including freight receipts, or affidavits for materials, as may be required, and said claims shall be presented to the engineer for payment not later than the 20th day of the month following that in which the work was actually performed.

(1) For each hour that a workman is engaged on force account work, the contractor will receive compensation at the rate of wage actually paid to such workman plus other allowance as hereinafter provided.

No payment will be made for organization, overhead expenses or supervision except that, when the nature of the work is such that the engineer specifically requires the services of a foreman, the contractor will receive compensation at the rate of wage actually paid to such foreman for each hour he is engaged in the work plus other allowances as hereinafter provided.

If, during any calendar week in which any foreman or workman is employed for part of that period on force account work, he is paid for “overtime” at a rate higher than his regular wage rate, the municipality will pay to the contractor a percentage of that portion of the overtime payment which result from the increase in rate wage. For each such employee, this percentage will be the ratio which the total hours he worked on force account during the week bears to the total hours he worked during that week.

To the sum of the regular wages and “overtime” allowance as above provided will be added the actual cost to the contractor of workmen’s compensation, public liability, and property damage insurance. To this total will be added an amount equal to 15% thereof, after which will be added that portion of the “Social Security Tax” which applies to the force account work.

(2) For all materials used on force account work, the contractor will receive the actual cost of such materials, including transportation charges, as supported by original receipted bills, to which cost will be added 10% of the sum thereof.

When the materials used are not specifically purchases for use on force account work, but are taken from the contractor’s stock, he may submit an affidavit of the quantity, price and transportation costs on such materials in lieu of original bills and invoices. This affidavit must be approved by the engineer.
(3) For each hour that any piece of machinery or other equipment is used on force account work, the contractor will receive a rental price in accordance with the equipment rental schedule established by the contracting officer, which was in effect on the date proposals for the project were received, or, if such equipment is not listed in the equipment rental schedule, payment therefore will be made at a price to be agreed upon.

If such machinery or equipment is being used for other work under the contract, the time of use on the force account work will be construed to include necessary traveling time from and to its place of use for such other work. If such machinery or equipment is not used for other work under the contract, the contractor will receive, in addition to the prescribed rental rate for the time it is actually used on the force account work, the actual cost of transporting such machinery or equipment to the site of the work and back to the place from which it was obtained.

1.905 PAYMENT FOR SURPLUS MATERIALS:

Materials which are purchased and shipped or delivered to the project for use on a construction unit on which operations are ordered stopped and which are not used will be paid for as provided in 1.803.

All other surplus materials furnished by the contractor shall remain the property of the contractor and shall be removed from the site by him or otherwise disposed of in a manner satisfactory to the engineer.

1.906 PARTIAL PAYMENTS:

Estimates of the work done will be prepared at least once each month provide that the progress of the work is satisfactory to the engineer. Unless withheld by the municipality for reasons stated elsewhere in the specifications, payment equal to 90% of the value of the work will be made. Payments will be made not later than the 10th of the following month unless the vouchers are delayed by requirements for examination or auditing.

The payments described herein will be made only after the contractor has executed the “Certificate for Partial Payments”, but no such payment shall be construed to mean acceptance of the work or any part thereof.

Monthly estimates may include the value of acceptable materials required in the construction, which have been delivered on the site of the work or adjacent thereto, and for which acceptable provisions have been made for preservation and storage. From the total value of the materials so reported, including delivery charges, 10% will be retained. The amount thus paid by the municipality for materials delivered shall be deducted from the gross value of estimates due the contractor as the materials are used in the work.

When it is requested by the contractor that a detailed measurement and estimate of quantities be made on uncompleted work or portions of the work, the expense incurred in making such detailed measurement and estimate shall be borne by him.

1.907 ACCEPTANCE AND SEMI-FINAL PAYMENT:

After the entire work shall have been completed in strict accordance with the provisions of the plans and other contract documents, the engineer shall make an inspection of the entire project and, if found acceptable, shall within thirty (30) days thereafter prepare a semi-final estimate which shall be based on accurate measurements of all work performed and shall then submit such estimate together with his recommendations to the municipality for their approval. Payment shall then be made on the basis of ninety-five (95) per cent of the value of all work performed under the contract, less and partial payments already made and any legal deductions or forfeitures for the satisfaction of liens or other claims against the contract. Before receiving such estimate, the contractor shall nevertheless, make and file with the City Clerk, an affidavit that all claims for all work and labor performed and materials furnished to the contract has been fully paid.
1.908 CORRECTION OF WORK AND FINAL PAYMENT:

Neither acceptance and occupancy of the Owner, the semi-final payment or any provisions in the contract documents shall relieve the Contractor of the responsibility of maintaining and repairing the work in accordance with the terms of the specifications, and he shall so maintain the project and remove any defects thereto and pay for any damage to other work resulting therefrom for a period of one (1) year after the date of final completion and acceptance. The date of completion and acceptance shall be interpreted as being the day on which the work is accepted and the semi-final payment approved by the municipality. Five (5) per cent of the value of the work performed under the contract shall be reserved by the Owner for the aforementioned period of one (1) year, the same to be used for maintaining and repairing the work in a manner determined by the Engineer.

At the end of the period of reserve, final payment of all monies due the contractor will be made as certified by the Engineer and approved by the municipality, but deducting all costs and damages incurred by the Owner due to lack of proper maintenance or satisfactory repairs on the part of the contractor in accordance with the contract documents.

At the discretion of the Owner, and upon proper certification by the Engineer that the interests of the Owner will not be jeopardized thereby, the foregoing provisions may be waived to the extent that the five (5) per cent reserve value of the work may be paid to the contractor at any time during the period or reserve, less any deductions for costs or damages incurred by the Owner up to the time of payment. The waiver of the provisions shall not, however, act to relieve the contractor or his sureties from any of their responsibilities for the proper repair and maintenance of the work for the period of one (1) year after the date of final completion and acceptance if, in the opinion of the Engineer, such repair and maintenance becomes necessary after final payment has been made.

Upon the execution of the “Certificate of Final Payment” by the contractor and his presentation of the written approval of the surety or sureties, the municipality will make final payment; however, the municipality may at its discretion withhold showing evidence that all claims against him by reason of the contract have been paid or satisfactorily secured. In case such evidence is not furnished, the municipality may retain, from any amount due said contractor, sums sufficient to cover all alienable claims unpaid.

1.909 ASSIGNMENT OF PAYMENTS:

All monies payable under the contract, or any part thereof, will be paid to the contractor in accordance with the provisions of this section, and no assignment or order executed by the contractor directing payment of any portion or all such funds to any other person or persons will be recognized by the municipality unless such assignment or order is given, and to be so paid, and the purpose for which the assignment or order is given, and has attached thereto, by endorsement or otherwise, the consent of the surety, such assignment or order also being subject to any garnishment proceeding or other legal process. The municipality reserves the right in all cases to exercise its discretion as to the acceptance or rejection of any such assignment or order.

DIVISION 2
SITEWORK

SECTION 2.050 DEMOLITION, SALVAGE AND DISPOSAL
  2.070B Selective Demolition

SECTION 2.300 PAVEMENT AND SURFACES
  2.390 Concrete Patches

SECTION 2.700 LANDSCAPING
  2.730 Finish Metal Surfaces

SECTION 2.800 PILES AND COFFERDAMS
  2.830A Cofferdams
SECTION 2.050 DEMOLITION, SALVAGE AND DISPOSAL:

2.070B SELECTIVE DEMOLITION:

A. Verify, on the job, all conditions affecting the structural integrity of the structure. Notify Engineer, before removal, of any conditions not consistent with drawings and specifications, for disposition.

B. Brace and shore existing structure adequately to prevent damage. Where items to be removed are secured to structure by mechanical fasteners or grout, isolate from structure carefully by removing fasteners and/or cutting items off structure. Any damage to remaining structure and/or Owner's equipment shall be repaired at Contractor's expense.

C. Advise Owner in advance of start of all demolition activities. Cooperate with Owner during all work to minimize disturbance to his normal business.

D. Salvageable items and materials shall remain the property of the Owner, at his option. Contractor shall suitably store salvageables, on the premises, as directed by the Owner and remove and legally dispose of remaining items from the premises.

E. All items to be removed shall be paid for under the bid item "REMOVE EXISTING FISH BARRIER AND DISPOSE OFF-SITE".

SECTION 2.300 PAVEMENT AND SURFACES:

2.390 CONCRETE PATCHES:

A. Description

   The work shall consist of cleaning out the damaged areas by blowing clean with compressed air or a procedure approved by the Engineer. Areas prone to cracking and/or chipping or are otherwise unsound shall be ground smooth and blown clean. The cleaned areas will then be restored with a one component, cemitious, fast setting mortar (Meadow-Patch 20 by W.R. Meadows or approved equivalent). Mixing and placement of mortar patch shall be per the manufacturer’s product installation requirements. The contractor is responsible for furnishing the mortar patch and for the cleaning and restoration of the damaged areas.

SECTION 2.700 LANDSCAPING:

2.730 FINISH METAL SURFACES:

A. Description

   The work shall consist of applying epoxy zinc-rich paint to all (existing structures and new improvements) structural steel and steel sheet piling. All work shall conform to Mn/DOT Specification 2478, 1995 Edition. All materials shall conform to Mn/DOT Specification 3520, 1995 Edition.

B. Materials and Application

   All metal finishing shall use an epoxy zinc-rich paint system and shall be applied as follows:

   - All structural steel and steel sheet piling shall receive two shop coats of an epoxy zinc-rich primer meeting Mn/DOT Specification 3520.

   - All structural steel and steel sheet piling located above the subgrade elevation (18 inches below finished grade) which has been disturbed during fabrication shall be spot primed with an epoxy zinc-rich primer meeting Mn/DOT Specification 3520.
- All structural steel and steel sheet piling located above the subgrade elevation (18 inches below finished grade) shall receive one intermediate coat and two finish coats of bridge paint as described in Mn/DOT 3520. The finish coats shall match one of the following Federal Standard 595B colors:

  Charcoal Grey    #26008
  Dark Green      #24227
  Brown           #10075

- All lose and rusty metal materials shall be sand blasted prior to priming and painting.

C. Payment

This item is incidental to structural steel

**SECTION 2.800 PILES AND COFFERDAMS:**

**2.830A COFFERDAMS:**

Cofferdams shall be constructed as necessary to permit unhindered construction operations and inspection of work progress. Cofferdams shall be entirely removed upon completion of the project without disturbing any portion of the completed work.
DIVISION 5
METALS

SECTION 5.050 METAL FASTENING

SECTION 5.120 STRUCTURAL STEEL
  5.121 General
  5.122 Materials
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SECTION 5.050 METAL FASTENING:

A. All shop and field welding shall be in accord with American Welding Society Standards, A.I.S.C. Recommended practices and using A.W.S. Certified Welders.

SECTION 5.120 STRUCTURAL STEEL:

5.121 GENERAL:

Furnish, fabricate, erect all steel beams, columns, lintels, plates, brackets, angles, sections, headers, connections and accessories necessary and reasonably incidental to complete work. All work shall comply with the A.I.S.C. Manual of Steel Construction, latest edition.

Includes Shop and Setting Drawings and Shop Painting. Shop Drawings to show size and location of all welds using A.W.S. symbols. See Section 1.300.

5.122 MATERIALS:

A. All steel shall conform to the “Standard Specifications for Steel for Buildings” (ASTM Designation A-36) and the A.I.S.C. “Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings” and shall have a working stress of 24,000 lbs. per square inch.

B. Connections: Shop-weld in accord with standards of American Welding Society. Field – all bolted unless otherwise noted. Use standard ASTM A-307 machine bolts without thread in bearing, ¾ inches unless otherwise shown or specified. High strength bolts if required by structural details to conform to ASTM Specification No. A325-55T.

Erect and connect in accord with current A.I.S.C. specifications and suggested details unless otherwise noted.

C. Cleaning and Painting: All Structural steel shall use an epoxy zing-rich paint system and shall be applied as follows:

- All structural steel and steel sheet piling shall receive two shop coats of an epoxy zinc-rich primer meeting Mn/DOT Specification 3520.

- All structural steel and steel sheet piling located above the subgrade elevation (18 inches below finished grade) which has been disturbed during fabrication shall be spot primed with an epoxy zinc-rich primer meeting Mn/DOT Specification 3520.

- All structural steel and steel sheet piling located above the subgrade elevation (18 inches below finished grade) shall receive one intermediate coat and two finish coats of bridge paint as described in Mn/DOT 3520. The finish coats shall match one of the following Federal Standard 595B colors:

 Charcoal Grey     #26008
 Dark Green        #24227
 Brown             #10075

- All lose and rusty metal materials shall be sand blasted prior to priming and painting.

5.123 ERECTION:
A. Anchor Bolts and Plates. Deliver to the General Contractor any anchor bolts or plates required to be set in concrete or masonry in ample time and with templates and instructions for setting.

B. Exercise utmost care in erecting steel to avoid endangering the structure, construction personnel, or other personnel having business at the site. Furnish suitable temporary bracing to hold work in place until final connections are made. All work to be plumb, level and square before making final connections.

All erection by qualified personnel who shall verify all necessary measurements, and furnish erection bolts, wedges and temporary bracing. Set all steel plumb and level and set bases, anchors and plates. All base and bearing plates and joists bearing angles set on full and uniform bed of cement grout. Steel beams shall be placed so that the crown is up except where cantilevered. Beam lintel bearing 8 in. minimum, angle lintel bearing 6 in. minimum.