



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, APRIL 9, 2024 @ 7:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

5. PRESENTATION & PROCLAMATION

6. PUBLIC COMMENT

Provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes.

7. CONSENT AGENDA

All matters listed under Consent Agenda are considered routine and/or non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

a. Claims

ACTION

b. Approve Resolution No. R-29-2024, Approving the Preliminary Plat for Westside Commons 2nd Addition

ACTION

c. Approve Resolution No. R-30-2024, Approving the Final Plat for Westside Commons 2nd Addition.

ACTION

d. Approve Resolution No. R-31-2024, Adding Bremer Bank as Investment Financial Institution.

ACTION

- e. Approve Resolution No. R-35-2024, Approving the Final Plat for Happy Acres Morning View 2nd Addition. ACTION
- f. Ballfield Improvements ACTION
- g. Approve Northwood Park Pickleball & Site Improvement Quotes - DNR Grant ACTION
- h. Approve Acquisition and Placement of Limestone at Clayton Anderson Park ACTION
- i. Approve Gambling LG220 Exempt Permit - MN Deer Hunters Wild River Chapter ACTION
- j. Approve Temporary Liquor License and Dance Permit - NB American Legion Post 85 ACTION
- k. Approve Resolution R-33-2024, Approving Hwy. 95 Water Main Replacement Pay Request #1 ACTION
- l. Adopt the 2024 General Specifications and Detail Plates for Street and Utility Construction ACTION
- m. Approve Resolution R-34-2024, 2024 Road Chloride Bid Approval ACTION

8. PUBLIC HEARINGS

9. STAFF REPORTS

- a. Accept the Retirement of Randall Fisk, Public Works, and Authorize Job Posting and Hiring Process. ACTION
- b. Approve Resolution No. R-36-2024, Amending the Equipment Replacement Program and Authorizing the Purchase of a Second Incident Command Vehicle. ACTION
- c. PTOS Commission Meeting Update - April 1, 2024 INFO
- d. Recycling Day and Leaf Pickup INFO
- e. Monthly Legal Report INFO

10. MAYOR/CITY COUNCIL

- a. Discussion Regarding Process for Hiring Permanent City Administrator Position. VERBAL UPDATE
- b. Recap the March 27, 2024 Joint City Council-Advisory Commission Worksession. VERBAL UPDATE

11. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided to the City Council on each Agenda item in advance from Staff and appointed Commissions; and decisions are based on this information and past experiences. In addition some items may also have been discussed preliminarily at Council Work Sessions. If you are aware of information that has not been discussed, please raise your hand to be recognized. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.



Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 01/12/2024

Board & Commission: City Council

Subject: Approve Agenda

Council to approve the agenda with a motion and second before processing.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 01/12/2024

Board & Commission: City Council

Subject: Claims

The council will approve the monthly claims.

Voting Requirements:

Voting Options Simple Majority

City of North Branch

ACH Checks

5393 to 5403 - \$142,049.83

Checks

89118 to 89200 \$230,732.73

Credit Card Transactions

FEB Transactions
Total paid to US Bank
\$45,058.84

Payroll

March 29, 2024 - \$117,531.19

Accounts Payable

Checks by Date - Summary by Check Number

User: TiffaniFolstad
Printed: 4/5/2024 2:50 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5393	1585	United States Treasury	03/15/2024	31,045.96
5394	1118	Commissioner Of Revenue (W/H)	03/15/2024	6,635.28
5395	1468	PERA (Payroll W/H)	03/15/2024	30,246.63
5396	1372	Minnesota State Retirement	03/15/2024	850.00
5397	1431	Nationwide Retirement Solution	03/15/2024	5.00
5398	1362	Minnesota Dept of Revenue	03/15/2024	416.35
5399	1431	Nationwide Retirement Solution	04/02/2024	5.00
5400	1468	PERA (Payroll W/H)	04/01/2024	31,448.67
5401	1118	Commissioner Of Revenue (W/H)	03/29/2024	7,245.95
5402	1585	United States Treasury	03/29/2024	33,300.99
5403	1372	Minnesota State Retirement	03/29/2024	850.00
Report Total (11 checks):				142,049.83

Accounts Payable

Checks by Date - Summary by Check Number

User: TiffaniFolstad
Printed: 4/5/2024 4:36 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
89118	1646	Ameritas	03/29/2024	90.00
89119	1005	Ace Solid Waste	04/05/2024	1,207.90
89120	1010	Alex Air Apparatus 2 LLC	04/05/2024	2,715.05
89121	1662	Amazon Capital Services	04/05/2024	318.95
89122	1836	Analyze Corporation	04/05/2024	600.00
89123	1029	Artisan Beer Company	04/05/2024	409.80
89124	1031	Aspen Mills	04/05/2024	2,004.18
89125	1036	AT & T Mobility	04/05/2024	2,314.08
89126	1845	AVI Systems, Inc.	04/05/2024	1,623.00
89127	1049	Bellboy Corporation	04/05/2024	13,391.73
89128	1052	Bernicks	04/05/2024	21,056.15
89129	1066	Breakthru Beverage MN	04/05/2024	10,716.56
89130	1082	Capitol Beverage Sales LP	04/05/2024	107.40
89131	1089	CDW Government, Inc.	04/05/2024	3,518.93
89132	1092	Central Pension Fund	04/05/2024	6,923.16
89133	1103	Chisago County Recorder	04/05/2024	46.00
89134	1114	Coffee Mill Inc	04/05/2024	84.00
89135	1120	County News Review	04/05/2024	78.60
89136	1122	Crystal Springs Ice	04/05/2024	218.88
89137	1688	Custom Fire Apparatus, Inc.	04/05/2024	3,500.00
89138	1129	Dahlheimer Distributing	04/05/2024	11,953.97
89139	1130	Dailey Data & Associates	04/05/2024	176.25
89140	2090	Decatur Electronics LLC	04/05/2024	395.00
89141	1133	Dell Marketing, L.P.	04/05/2024	15,245.68
89142	2091	Discover Products Inc.	04/05/2024	22.00
89143	1143	Dr Pepper Snapple Group	04/05/2024	253.36
89144	1166	Enterprise FM Trust	04/05/2024	455.36
89145	1180	Ferguson US Holdings, Inc	04/05/2024	1,881.16
89146	1185	Fire Safety USA, Inc.	04/05/2024	4,469.00
89147	1706	Flaherty & Hood, P.A.	04/05/2024	10,174.84
89148	1202	Galls	04/05/2024	634.49
89149	1216	Gopher State One-Call, Inc.	04/05/2024	126.90
89150	1221	Granicus, LLC	04/05/2024	134.24
89151	1222	Granite Electronics	04/05/2024	62.50
89152	1224	Gratitude Farms	04/05/2024	350.00
89153	1237	Hasser Garage Doors	04/05/2024	150.00
89154	1246	Hohensteins, Inc.	04/05/2024	745.50
89155	1256	I.D. Checking Guide	04/05/2024	36.45
89156	1265	Isanti-Chisago County Star	04/05/2024	99.40
89157	1269	IUOE Local 49 Fringe Benefit	04/05/2024	17,700.00
89158	1274	David Janssen	04/05/2024	90.57
89159	1279	Johnson Brothers Liquor Co.	04/05/2024	26,089.06
89160	1891	Kirvida Fire, Inc.	04/05/2024	1,818.34
89161	1295	Lakes Region EMS, Inc.	04/05/2024	40.04
89162	1296	Lamar Companies	04/05/2024	445.00
89163	1302	Law Enforcement Labor Services	04/05/2024	846.00
89164	1304	League Of Minnesota Cities	04/05/2024	435.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
89165	1308	LegalShield	04/05/2024	15.95
89166	1176	M Health Fairview	04/05/2024	114.00
89167	1643	McDonald Distributing	04/05/2024	18,711.98
89168	1644	Mega Beer	04/05/2024	367.95
89169	1348	Metro Sales Inc.	04/05/2024	3,488.81
89170	1353	Midcontinent	04/05/2024	944.39
89171	1364	Minnesota Elevator, Inc.	04/05/2024	142.00
89172	1365	Minnesota Energy Resources	04/05/2024	4,436.33
89173	2078	Minnesota Sex Crimes Investigators Associ	04/05/2024	80.00
89175	1385	MN Dept Of Health-E	04/05/2024	5,980.00
89176	1404	MN Teamsters #320	04/05/2024	1,761.00
89177	1691	Motorola Solutions, Inc.	04/05/2024	268.56
89178	1347	Municipal Emergency Services, Inc.	04/05/2024	1,527.03
89179	1419	My Alarm Center	04/05/2024	323.67
89180	1429	Napa Auto Parts	04/05/2024	52.13
89181	2047	NEONLINK LLC	04/05/2024	753.20
89182	1465	Paustis Wine Company	04/05/2024	876.50
89183	1474	Phillips Wine & Spirits, Inc.	04/05/2024	9,363.43
89184	1475	Pitney Bowes Bank Inc Purchase Power	04/05/2024	551.57
89185	1482	Post Haste Business Solutions	04/05/2024	112.08
89186	2066	RMB Environmental Laboratories, Inc.	04/05/2024	124.60
89187	1509	Jason Russell	04/05/2024	800.00
89188	1534	Southern Glazers Wine & Spirits of Minnes	04/05/2024	3,412.72
89189	1542	Staples	04/05/2024	278.75
89190	1550	Streichers	04/05/2024	371.96
89191	1641	Taft Stettinius & Hollister	04/05/2024	3,000.00
89192	2093	Thein Well Company, Inc.	04/05/2024	775.00
89193	1583	U.S. Bank-CM9690	04/05/2024	2,500.00
89194	1598	Viking Coca-Cola Bottling Co.	04/05/2024	209.80
89195	1611	Watson Company	04/05/2024	698.60
89196	1621	Windstream	04/05/2024	317.15
89197	1622	Wine Merchants	04/05/2024	1,730.98
89198	1623	Winebow, Inc.	04/05/2024	258.00
89199	1630	XCEL Energy	04/05/2024	439.48
89200	1991	MN Department of Commerce	04/08/2024	190.63
Report Total (82 checks):				230,732.73

CREDIT CARD TRANSACTIONS FOR FEB

70.00	MINNESOTA GOVERNMENT FINA
15.18	SQ *SQUARE PAID SERVICES
60.68	SQ *SQUARE PAID SERVICES
15.18	SQ *SQUARE PAID SERVICES
80.00	SQ *SQUARE PAID SERVICES
20.00	SQ *SQUARE PAID SERVICES
20.00	SQ *SQUARE PAID SERVICES
333.38	ZIEGLER INC COLUMBUS
65.98	JC TOOLS INC
36.86	MAIN STREET HARDWARE
66.94	NABPCO AUTO 0030689
0.99	APPLE.COM/BILL
13.86	FASTENAL COMPANY 01MNCAM
40.12	MAIN STREET HARDWARE
46.00	O'REILLY 1540
100.00	O'REILLY 1540
83.90	O'REILLY 1540
18.52	POST-HASTE BUSINESS SOLUT
214.38	LITTLE FALLS MACHINE
80.78	LITTLE FALLS MACHINE
146.01	POST-HASTE BUSINESS SOLUT
220.00	MINNESOTA TRUCKING ASSOCI
664.09	ENVELOPES.COM
162.00	GOOGLE GSUITE_CI.NORTH-B
756.00	GOOGLE GSUITE_CI.NORTH-B
36.00	GOOGLE GSUITE_CI.NORTH-B
36.00	GOOGLE GSUITE_CI.NORTH-B
18.00	GOOGLE GSUITE_CI.NORTH-B
108.00	GOOGLE GSUITE_CI.NORTH-B
69.99	AMAZON.COM*RZ6R48Z21
(45.61)	ENVELOPES.COM
116.82	DOMINO'S 7338
254.97	SQ *SPROUTED BRANCH
4,649.64	EAST CENTRAL ENERGY
913.28	EAST CENTRAL ENERGY
733.60	EAST CENTRAL ENERGY
119.81	EAST CENTRAL ENERGY
485.73	EAST CENTRAL ENERGY
312.37	EAST CENTRAL ENERGY
1,009.44	EAST CENTRAL ENERGY
607.23	EAST CENTRAL ENERGY
1,226.02	EAST CENTRAL ENERGY
8,586.70	EAST CENTRAL ENERGY

618.98 EAST CENTRAL ENERGY
 864.73 EAST CENTRAL ENERGY
 58.48 NORTH BRANCH WATER & LIG
 59.96 NORTH BRANCH WATER & LIG
 195.00 NAPA AUTO 0023892
 61.05 NAPA AUTO 0023892
 9.15 NAPA AUTO 0023892
 8.09 NAPA AUTO 0023892
 12.99 MAIN STREET HARDWARE
 76.72 NAPA AUTO 0023892
 101.60 NAPA AUTO 0023892
 60.51 NAPA AUTO 0023892
 34.94 NAPA AUTO 0023892
 13.78 ZIEGLER INC COLUMBUS
 14.28 MENARDS FOREST LAKE MN
 8.98 MENARDS FOREST LAKE MN
 7.75 MENARDS FOREST LAKE MN
 189.00 MENARDS FOREST LAKE MN
 376.38 ANDERSON AND KOCH FORD IN
 248.05 ANDERSON AND KOCH FORD IN
 35.95 NAPA AUTO 0023892
 18.42 NAPA AUTO 0023892
 1,291.00 IN *AMADOR LOCK & DOOR SE
 453.10 IN *SUMMIT SUPPLY CORPORA
 408.17 CUMMINS INC - E4
 113.62 CUMMINS INC - E4
 407.50 LAKESHORE RECYCLING SYST
 72.99 OLSON POWER & EQUIPMENT
 324.89 OLSON POWER & EQUIPMENT
 463.47 NAPA AUTO 0023892
 38.94 NAPA AUTO 0023892
 50.39 NAPA AUTO 0023892
 40.04 NAPA AUTO 0023892
 287.46 ZIEGLER INTERNET SALES
 574.91 ZIEGLER INTERNET SALES
 99.45 ZIEGLER INC COLUMBUS
 40.55 ZIEGLER INC COLUMBUS
 102.26 ZIEGLER INC COLUMBUS
 19.98 O'REILLY 1540
 130.00 MN POLLUTION CONTROL AGEN
 2.80 MN POLLUTION CONTROL SERV
 200.00 BUSINESS ESSENTIALS
 400.00 BUSINESS ESSENTIALS

550.00	BUSINESS ESSENTIALS
650.00	BUSINESS ESSENTIALS
200.00	BUSINESS ESSENTIALS
161.41	BUSINESS ESSENTIALS
101.66	BUSINESS ESSENTIALS
226.00	H & L MESABI COMPANY
37.65	NAPA AUTO 0023892
17.28	MAIN STREET HARDWARE
11.80	CINTAS CORP
434.55	GRAINGER
83.08	GRAINGER
158.52	GRAINGER
1,936.00	DISPLAY SALES CO
23.41	NAPA AUTO 0023892
40.68	NAPA AUTO 0023892
208.64	MAIN STREET HARDWARE
256.17	LITTLE FALLS MACHINE
256.13	LITTLE FALLS MACHINE
26.98	AMZN MKTP US*RB30K9UQ1
209.70	MENARDS FOREST LAKE MN
224.85	MENARDS FOREST LAKE MN
100.78	MENARDS FOREST LAKE MN
178.08	NAPA AUTO 0023892
102.75	CULLIGAN PINE CITY
37.97	AMZN MKTP US*RW9652FM2
9.99	AMZN MKTP US*RW9652FM2
359.99	AMZN MKTP US*RW9652FM2
107.03	CINTAS CORP
25.15	CINTAS CORP
9.19	CINTAS CORP
35.98	CINTAS CORP
92.31	CINTAS CORP
47.92	CINTAS CORP
11.80	CINTAS CORP
42.96	CINTAS CORP
285.41	CINTAS CORP
(60.41)	BEAUDRY OIL & PROPANE
8.99	NAPA AUTO 0023892
10.99	MAIN STREET HARDWARE
34.17	MAIN STREET HARDWARE
115.99	AMZN MKTP US*RW7375TH2
188.69	FASTENAL COMPANY 01MNTC3
3.59	NAPA AUTO 0023892

53.98	NAPA AUTO 0023892
39.98	AMZN MKTP US*RZ8X70NE0
364.68	AMAZON.COM*RW4CQ5DL2
309.49	AMZN MKTP US*RZ8QX4MO0
9.12	FASTENAL COMPANY 01MNTC3
19.99	O'REILLY 1540
45.40	CINTAS CORP
22.83	CINTAS CORP
12.24	CINTAS CORP
90.80	CINTAS CORP
25.00	REVEAL BY TACTACAM
17.61	POST-HASTE BUSINESS SOLUT
32.39	NAPA AUTO 0023892
(123.46)	NAPA AUTO 0023892
468.11	NAPA AUTO 0023892
(100.00)	ANDERSON AND KOCH FORD IN
(132.00)	NAPA AUTO 0023892
639.41	ANDERSON AND KOCH FORD IN
596.35	NAPA AUTO 0023892
1,150.60	CORE & MAIN 901
124.56	CORE & MAIN 901
124.56	CORE & MAIN 901
1,450.06	CORE & MAIN 901
700.34	CORE & MAIN 901
40.59	VERIZON*CONNECT
164.73	MENARDS CAMBRIDGE MN
22.99	O'REILLY 1540
214.14	CINTAS CORP
225.13	THOMSON WEST*TCD
299.00	STORMTRAININGGROUP.COM
75.00	BCA TRAINING EDUCATION
156.00	CK HOLIDAY # 06403
1,025.88	IN *AK ATHLETIC EQUIPMENT
0.35	MN DVS CHISAGOCY100613FEE
16.25	MN DVS CHISAGO CY 100 613
37.49	GETSLING.COM
278.80	SP ASP INC
(2,168.53)	Rebate
45,058.84	



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Jason Ziemer, Community Development Director
Date: 03/28/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-29-2024, Approving the Preliminary Plat for Westside Commons 2nd Addition

Overview / Background

GS2, LLC (Applicant) has requested Preliminary Plat approval for Westside Commons 2ND Addition (Plat), subdividing the 28.89-acre vacant parcel located at the southwest corner of Highway 95 and Falcon Avenue (Subject Property). The Applicant is also the owner of the Subject Property. If approved, the Plat would one (1) lot proposed for a commercial use, legally described as Lot 1, Block 1 and Outlot A. The Plat is proposed for a dental clinic (Development). The Applicant is responsible for platting the property and related platting fees. The proposed Development is a *Permitted Use* and, therefore, requires a Site Plan review, which is processed administratively following City Code.

The Planning Commission considered the Preliminary Plat at its April 2, 2024 meeting and unanimously recommended approval with conditions as noted below.

Issue(s) to Consider

- 1. Land Use and Zoning**
- 2. Proposed Preliminary Plat**
- 3. Plat Standards**
- 4. Planning Commission Discussion**

Analysis of Issue(s)

1. Land Use & Zoning

The Subject Property is guided Business, per the Comprehensive Plan, and zoned B - Business. For the purpose of plat approval, City staff and Planning Commission may only consider whether the division of land and creation of lots meet minimum lot standards based on the applicable zoning district. That said, the use type of development proposed is allowed by both land use and zoning.

Land Use and Zoning standards are satisfied.

1. Proposed Preliminary Plat

As described above, the Applicant is proposing to re-plat the Subject Property – currently Outlot B of Westside Commons – to create one (1) commercial lot and one (1) new outlot. New public rights of way (ROW) for 386th Street and Falcon Avenue were created with the original Westside Commons plat, resulting in the extension of 386th Street west of Falcon Avenue. No additional ROW is proposed with this Plat as the proposed new lot lines up with the previous ROW dedication. The Applicant is proposing typical Drainage and Utility Easements (DUEs) along property lines for the commercial lot; DUEs are not provided with outlots. The proposed legal description is Lot 1, Block 1 and Outlot A of Westside Commons 2nd Addition.

The Subject Property is a 28.89-acre vacant parcel. Its boundaries include Highway 95 to the north, Falcon Avenue to the east, and 386th Street to the south. The land to the west is relatively unimproved, except for a handful of smaller residential and accessory structures. In addition to the extension of 386th Street from Falcon Avenue west; the Applicant also installed water and sanitary sewer main lines as part of the assisted living development to the south. A new 10-foot trail was also planned for construction with the initial platting and development to the south.

1. Plat Standards

Lots created by plat are required to satisfy specific lot performance standards as established by City Code. The minimum requirements for B zoning are listed in the table below. The maximum building height in this zoning district is 50 feet; the maximum lot coverage for impervious surfaces is 90%. The shortest side of a lot is used to determine minimum standards. Lot width is measured at the front yard setback.

Type	Lot Standards					Setbacks		
	Area (sf)	Width	Depth	Front	Side	Corner	Rear-I	Rear -C

Commercial	5,000	50'	100'	15'	10'	15'	15'	15'
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Rear-I and Rear-C mean rear yard setbacks for interior and corner lots.

The Plat proposes the following specific to these standards:

Type	Lot Standards			Setbacks				
	Area (sf)	Width	Depth	Front	Side	Corner	Rear-I	Rear-C
Lot 1, Block 1	42,986	190.46'	232.30'	15'	10'	15'	15'	15'
Outlot A	1,215,373	1,209.86'	1240.81'	--	--	--	--	--

City staff will verify structure, parking lot, drive aisle and other applicable setbacks for the Development at the time of the formal Site Plan application for the dental clinic.

Preliminary Plat standards are satisfied.

1. Planning Commission Discussion

Although only a Preliminary Plat, the Planning Commission noted no sidewalk or trail was shown along the north side of 386th Street from Falcon Avenue along the new property. City staff noted any sidewalk or trail consideration would be addressed with the Development, but noted the Parks Trails and Open Space (PTOS) Commission, at its April 1 meeting, reviewed the plat and recommended a sidewalk or trail be constructed with the site and that pedestrian improvements be made at the intersection of the 386th Street and Falcon Avenue. Commissioners concurred with the PTOS Commission and added a condition of approval consistent with the PTOS recommendation.

Staff Recommendation

City staff recommend approval of the Preliminary Plat Westside Commons 2nd Addition.

Recommended City Council Action

Motion to recommend to the City Council approval of the Preliminary Plat for Westside Commons 2nd Addition, with conditions as stated in the resolution.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-29-2024

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
WESTSIDE COMMONS 2ND ADDITION**

WHEREAS, the GS2, LLC (“Owner”), has requested Preliminary Plat approval for Westside Commons 2ND Addition (“Plat”); and,

WHEREAS, the property subject to the Plat is a 28.89-acre vacant parcel, located at the southwest corner of Highway 95 and Falcon Avenue (County Road 68) (PID: 11.00399.03) (“Subject Property”); and,

WHEREAS, the Plat proposes to create one (1) parcel, 42,986 square feet or 0.99 acres (“Site”), for development purposes, and one (1) outlot, all as legally described in Exhibit A and depicted on said Plat; no new right of way is to be dedicated with this Plat; and,

WHEREAS, the Subject Property is guided Business, per the 2018 Comprehensive Plan (“Land Use”), and zoned as B – Business (“Zoning”); and,

WHEREAS, the Plat is subject to a proposed dental clinic to be located on the Site; and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on April 2, 2024 to consider and receive public comment regarding the proposed Plat; and,

WHEREAS, notice of the Hearing was posted, published in the City’s official newspaper, and mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, no verbal or written comment specific to the Plat were received; and,

WHEREAS, following the Hearing, the Commission found the Plat satisfies all Land Use and Zoning standards and City platting requirements, and unanimously recommended approval of the Plat for Westside Commons 2nd Addition.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Preliminary Plat for Westside Commons 2nd Addition is hereby approved with the following conditions:

1. A sidewalk or trail along 386th Street shall be constructed with the development of the Site, in addition to the construction of pedestrian crossing improvements shall be made to 386th Street and Falcon Avenue intersection.
2. The Owner shall seek Final Plat approval within six (6) months from the date of Preliminary Plat approval for Westside Commons.
3. Title work for the Plat shall be provided to and conform to any requirements resulting from City staff and the City Attorney's review of the title work and plat opinion.
4. Owner shall pay to the City all applicable fees and expenses incurred by the City as related to the Development.
5. A Site Improvement Agreement ("Agreement") shall be required with the development of the Site, in conjunction with City approvals of which said Agreement shall outline the terms and conditions and financial obligations for the development of the Site as stated below.
6. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the Development shall comply with all applicable state laws and city codes, ordinance, and regulations.

BE IT FURTHER RESOLVED, based on the conditions as stated herein, the Owner or developer of the Site shall be responsible, at Owner or developer expense, for all public improvements that maybe required with the development of the Site, including, but not limited to the following, and all constructed according to the City's engineering and design standards:

1. Construction of a 10-foot wide off-road trail along the south side of Lot 1, Block 1 of said Plat from 386th west to the edge of the property.
2. Construction of pedestrian crossing improvements crossing Falcon Avenue at the intersection of 386th Street and Falcon Avenue, or cash payment in-lieu of construction based on the cost of constructing said pedestrian improvements.

ADOPTED this 9th day of April, 2024.

EXHIBIT A

**WESTSIDE COMMONS 2ND ADDITION
LEGAL DESCRIPTION**

Lot 1, Block 1 and Outlot A, Westside Commons 2nd Addition, Chisago County, Minnesota.

BOUNDARY SURVEY OF "WESTSIDE COMMONS 2ND ADDITION"

FOR: GS2, LLC PID # 11.00399.03

APPLICANT/OWNER
GS2 LLC
4659 MOCCASIN POINT ROAD
TOWER, MN 55790
(612) 716-0367
STEVEN VANDEN HEUVEL

SURVEYOR
ACRE LAND SURVEYING, INC.
9140 BALTIMORE STREET NE
SUITE 100
BLAINE, MN 55449
(763) 238-6278
JOSHUA P. SCHNEIDER, PLS

ENGINEER
BLOCH ENGINEERING, PLLC
(507) 995-2981
KRYSTLE BLOCH, PE

GRAPHIC SCALE

(IN FEET)

1 inch = 100 ft.

LEGEND

- DENOTES COUNTY MONUMENT
- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- DENOTES UTILITY POLE
- DENOTES TRAFFIC LIGHT POLE
- DENOTES ELECTRIC METER/BOX
- DENOTES CABLE BOX
- DENOTES BITUMINOUS
- DENOTES CATCH BASIN
- DENOTES OVERHEAD WIRE
- DENOTES UNDERGROUND ELECTRIC
- DENOTES UNDERGROUND TELEPHONE
- DENOTES WATERMAIN
- DENOTES SANITARY SEWER
- DENOTES STORM SEWER
- DENOTES EXISTING FENCE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES STORM SEWER MANHOLE
- DENOTES GATE VALVE
- DENOTES FIRE HYDRANT
- DENOTES EXISTING CONTOUR
- DENOTES TEMPORARY EASEMENT (TURN AROUND)

LOCATION MAP
(NOT TO SCALE)

NORTH BRANCH, MINNESOTA

BENCHMARK
MNDOT Horn Point "Otterness 2",
Elevation = 902.872 (NAVD88)

LEGAL DESCRIPTION
OUTLOT B, WESTSIDE COMMONS, Chisago County, Minnesota

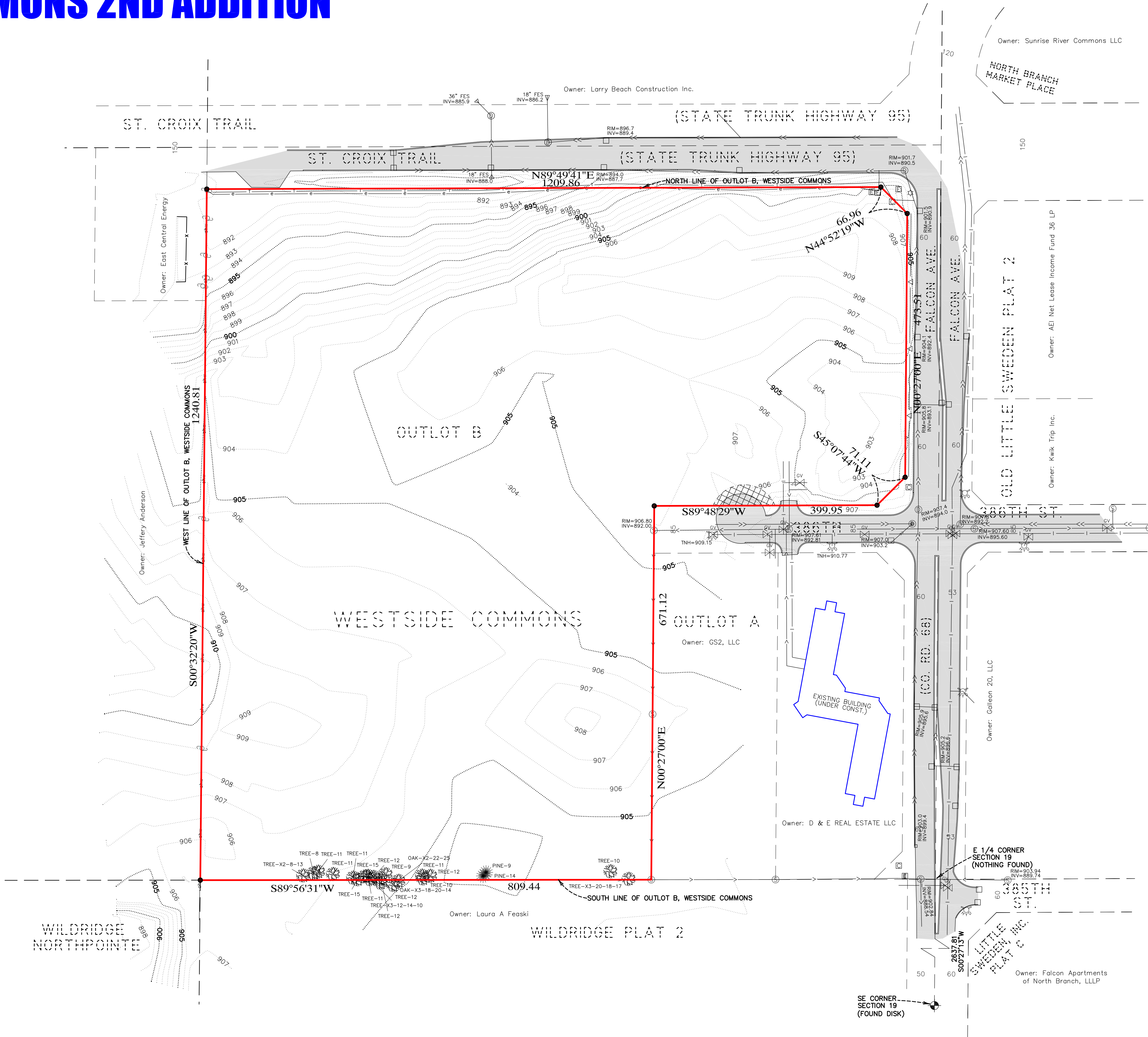
- GENERAL NOTES**
- Elevations shown are based on NAVD88, see benchmark.
 - Boundary area of the surveyed premises: ±1,258,358 sq. ft. (±28.89 acres).
 - The City of North Branch has indicated that the surveyed premises shown is Comprehensive Plan Designation: Business.

Zoning standards for the property are the following:
Lot Width (min) = 50'
Lot Depth (min) = 100'
Lot Area (min) = 5,000 sf
Setbacks - Front/Side/Corner/Rear = 15'/10'/15'/15'
Maximum impervious = 90%
 - The surveyed premises has access to 386th Street, a public street.
 - Utilities shown hereon are observed and proposed (designed by others). Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
 - Property is located in Zone X, per FEMA FIRM panel 27025C0145D, dated 04/17/2012.
 - Bearing shown are based on Chisago County coordinate system. (NAD83, 96adj)
 - Legal descripton take from title commitment prepared by xxxx, dated xxxx.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

PRELIMINARY (FOR COMMENT AND REVIEW ONLY)

JOSHUA P. SCHNEIDER Date: _____ Reg. No. 44655



ACRE LAND SURVEYING
9140 Baltimore Street NE
Suite 100, Blaine, MN
763-238-6278 js.acrelandsurvey@gmail.com

JOB #23187

PRELIMINARY PLAT OF "WESTSIDE COMMONS 2ND ADDITION"

FOR: GS2, LLC PID # 11.00399.03

AREA SUMMARY

LOT 1, BLOCK 1: 42,986 SF/0.99 AC.
OUTLOT A: 1,215,373 SF/27.90 AC.
TOTAL OUTLOT AREA: 1,215,373 SF/27.90 AC.
TOTAL AREA: 1,258,358 SF/28.89 AC.

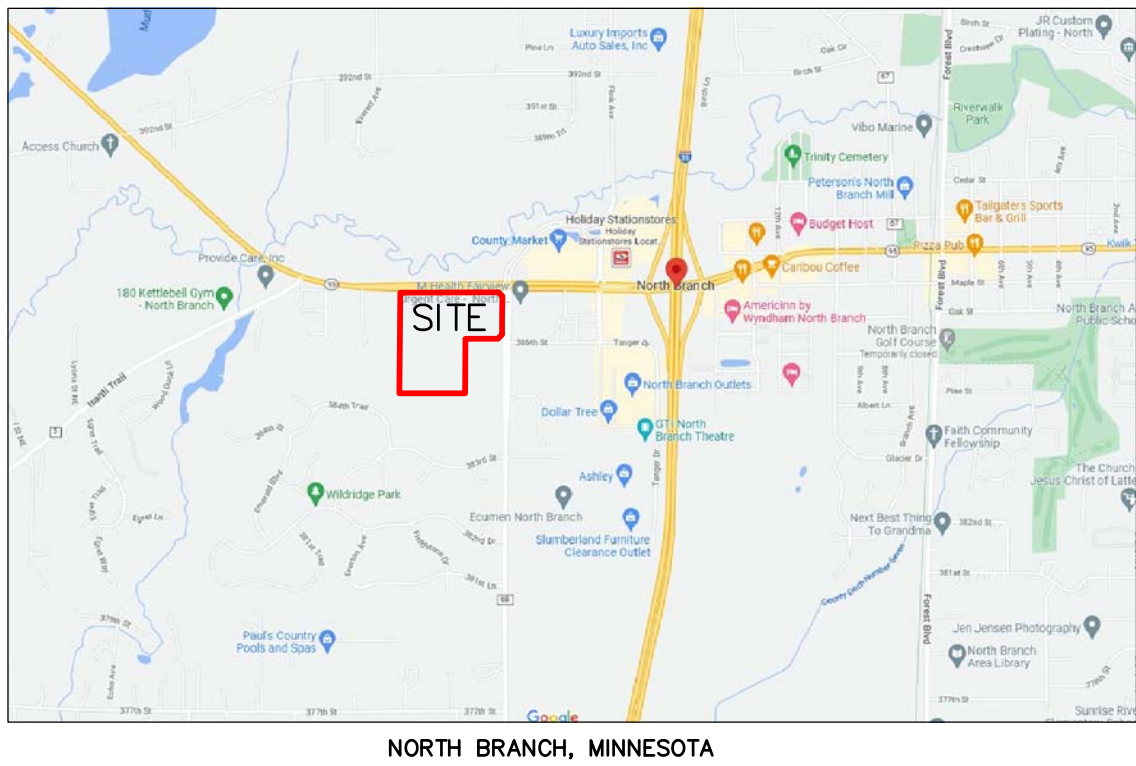
SITE DATA

ZONING: COMMERCIAL BUSINESS (B)
GROSS AREA: 1,258,358 SF/28.89 AC.
PROPOSED NEW EASEMENTS: 0 SF/0.00 AC.
NET AREA: 1,258,358 SF/28.89 AC.

DEVELOPMENT REGULATIONS

LOT WIDTH (min): 50 FT.
LOT DEPTH (min): 100 FT.
LOT AREA (min): 5,000 SF
FRONT SETBACK: 15 FT.
SIDE SETBACK: 10 FT.
CORNER SETBACK: 15 FT.
REAR SETBACK: 15 FT.
MAXIMUM IMPERVIOUS: 90%

LOCATION MAP (NOT TO SCALE)



NORTH BRANCH, MINNESOTA

LEGEND

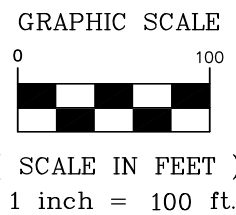
- DENOTES COUNTY MONUMENT
- DENOTES IRON MONUMENT FOUND
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- DENOTES STORM SEWER
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- DENOTES STORM SEWER MANHOLE
- DENOTES GATE VALVE
- DENOTES FIRE HYDRANT
- DENOTES TEMPORARY EASEMENT (TURN AROUND)

BENCHMARK

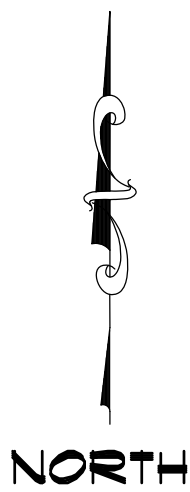
MNDOT Horn Point "Otterness 2",
Elevation = 902.872 (NAVD88)

LEGAL DESCRIPTION

OUTLOT B, WESTSIDE COMMONS, Chisago County, Minnesota



(SCALE IN FEET)
1 inch = 100 ft.



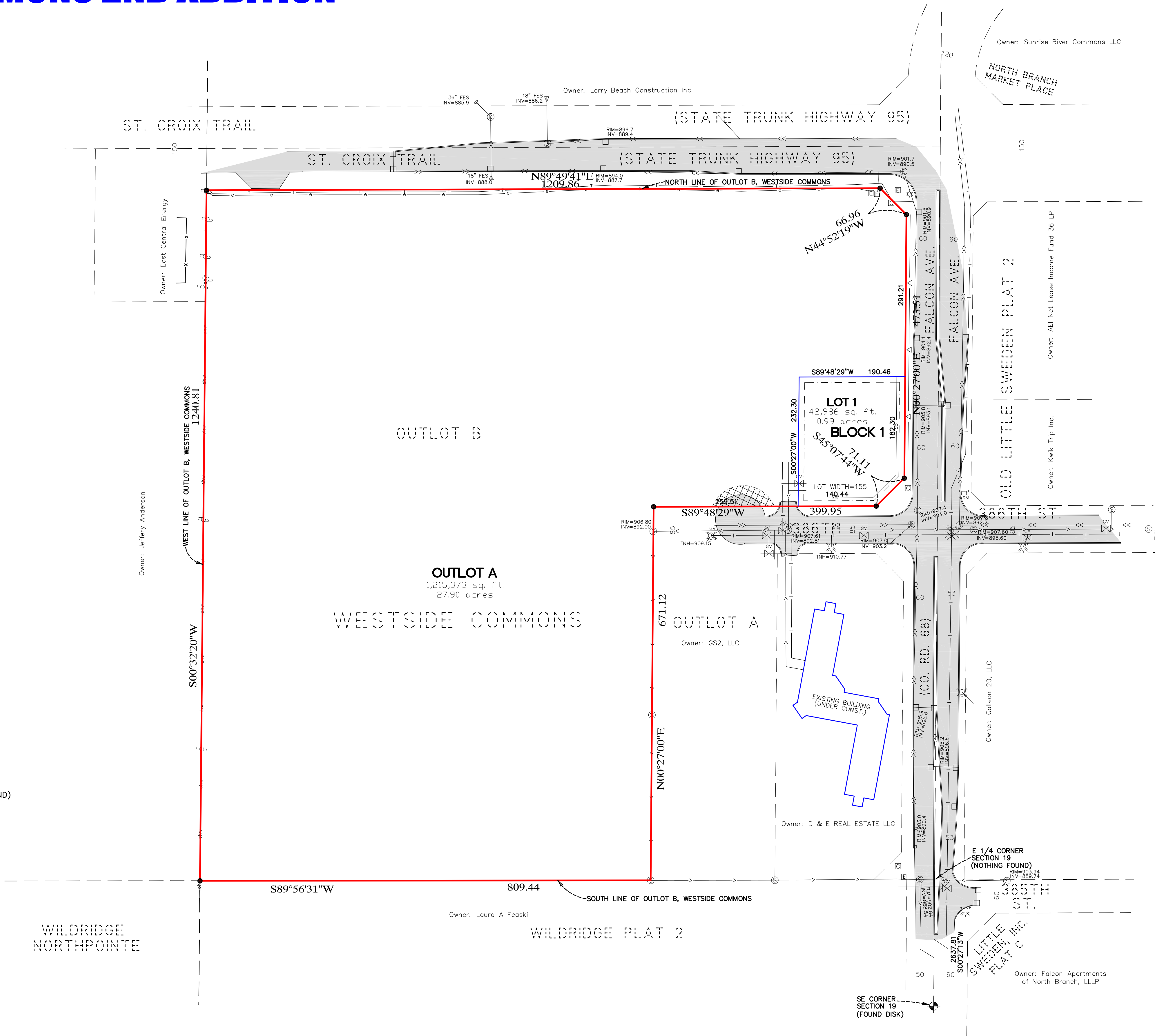
GENERAL NOTES

- Elevations shown are based on NAVD88, see benchmark.
- Boundary area of the surveyed premises: ±1,258,358 sq. ft. (±28.89 acres).
- The City of North Branch has indicated that the surveyed premises shown is Comprehensive Plan Designation: Business.
Zoning standards for the property are the following:
Lot Width (min) = 50'
Lot Depth (min) = 100'
Lot Area (min) = 5,000 sf
Setbacks - Front/Side/Corner/Rear = 15'/10'/15'/15'
Maximum impervious = 90%
- The surveyed premises has access to 386th Street, a public street.
- Utilities shown hereon are observed and proposed (designed by others). Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
- Property is located in Zone X, per FEMA FIRM panel 27025C0145D, dated 04/17/2012.
- Bearing shown are based on Chisago County coordinate system. (NAD83, 96adj)
- Legal descripton take from title commitment prepared by xxxx, dated xxxx.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

PRELIMINARY (FOR COMMENT AND REVIEW ONLY)

JOSHUA P. SCHNEIDER Date: Reg. No. 44655



ACRE LAND SURVEYING
9140 Baltimore Street NE
Suite 100, Blaine, MN
763-238-6278 js.acrelandsurvey@gmail.com

JOB #23187



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Jason Ziemer, Community Development Director
Date: 04/03/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-30-2024, Approving the Final Plat for Westside Commons 2nd Addition.

Overview / Background

In addition to requesting approval of the Preliminary Plat for Westside Commons 2nd Addition (Plat), GS2, LLC (Owner) filed an application, seeking approval of the Final Plat said Plat. The resolution approving the Preliminary Plat was Resolution No. R-29-2024. The proposed Final Plat is consistent with the Preliminary Plat, and is consistent with all plat standards and require by City Code. Approval of the Final Plat formally subdivides the 28.89-acre vacant parcel, creating one (1) lot, 42,986 square feet or 0.99 acres, for the purpose of commercial development (dental clinic), and one (1) outlot. The legal description of the Plat is Lot 1, Block 1 and Outlot A.

The Owner shall be responsible for paying for any platting fees associated with approval of this Plat. The developer of the site shall be responsible for any public improvements, if required or needed with the development, including completing pedestrian improvements. See previous staff report for information regarding the Plat and Plat Standards.

Staff Recommendation

City staff recommend approval of the Final Plat for Westside Commons 2nd Addition.

Recommended City Council Action

Motion to approve a resolution, approving the Final Plat for Westside Commons 2nd Addition with conditions as stated in the resolution.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-30-2024

**RESOLUTION APPROVING THE FINAL PLAT FOR
WESTSIDE COMMONS 2ND ADDITION**

WHEREAS, the GS2, LLC ("Owner"), has requested Preliminary Plat approval for Westside Commons 2ND Addition ("Plat"); and,

WHEREAS, the property subject to the Plat is a 28.89-acre vacant parcel, located at the southwest corner of Highway 95 and Falcon Avenue (County Road 68) (PID: 11.00399.03) ("Subject Property"); and,

WHEREAS, the Plat proposes to create one (1) parcel, 42,986 square feet or 0.99 acres ("Site"), for development purposes, and one (1) outlot, all as legally described in Exhibit A and depicted on said Plat; no new right of way is to be dedicated with this Plat; and,

WHEREAS, the Subject Property is guided Business, per the 2018 Comprehensive Plan ("Land Use"), and zoned as B – Business ("Zoning"); and,

WHEREAS, the Plat is subject to a proposed dental clinic to be located on the Site; and,

WHEREAS, on April 9, 2024, the City Council approved the Preliminary Plat for Westside Commons 2nd Addition, per Resolution No. R-29-2024.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Final Plat for Westside Commons 2nd Addition is hereby approved with the following conditions:

1. Title work for the Plat shall be provided to and conform to any requirements resulting from City staff and the City Attorney's review of the title work and plat opinion.
2. Owner shall pay to the City all applicable fees and expenses incurred by the City as related to the Development.
3. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the Development shall comply with all applicable state laws and city codes, ordinance, and regulations.

BE IT FURTHER RESOLVED, the Final Plat shall be not released for recording until all fees and other financial obligations and agreements, if required, are received and executed by the City; recording of the Final Plat with the land records office of Chisago County must occur within 30 days of its release by the City to Applicant.

EXHIBIT A

**WESTSIDE COMMONS 2ND ADDITION
LEGAL DESCRIPTION**

Lot 1, Block 1 and Outlot A, Westside Commons 2nd Addition, Chisago County, Minnesota.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 14th day of May, 2018.

Outlot B, WESTSIDE COMMONS, Chisago County, Minnesota

Has caused the same to be surveyed and platted as WESTSIDE COMMONS 2ND ADDITION and do hereby dedicate to the public for public use forever the public way, drainage and utility easements and controlled access to Chisago County as shown on this plat.

In witness whereof GS2, LLC, a Minnesota limited liability company has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: GS2, LLC

Steven J. Mork, Vice President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Steven J. Mork of GS2, LLC, a Minnesota limited liability company.

(DO NOT USE STAMP)

Notary Public, _____, County, Minnesota
My Commission Expires _____

I Joshua P. Schneider do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Joshua P. Schneider, Licensed Land Surveyor
Minnesota License Number 44655

This instrument was acknowledged before me this _____ day of _____, 20____ by Joshua P. Schneider.

(DO NOT USE STAMP)

Notary Public, _____, County, Minnesota
My Commission Expires _____

Approved by the City Council of the City of North Branch, Minnesota, this ____ day of _____, 20____, and is in compliance with the provisions of Chapter 505.03, Subdivision 2, Minnesota Statutes.

By _____ Mayor By _____ Clerk

Pursuant to Chisago County Subdivision Ordinance Number 99-2, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505.021, Minnesota Statutes this ____ day of _____, 20____.

County Surveyor

This plat was recommended for approval this _____ day of _____, 20_____.

County Engineer

No delinquent taxes and transfer entered this _____ day of _____, 20____.

County Auditor

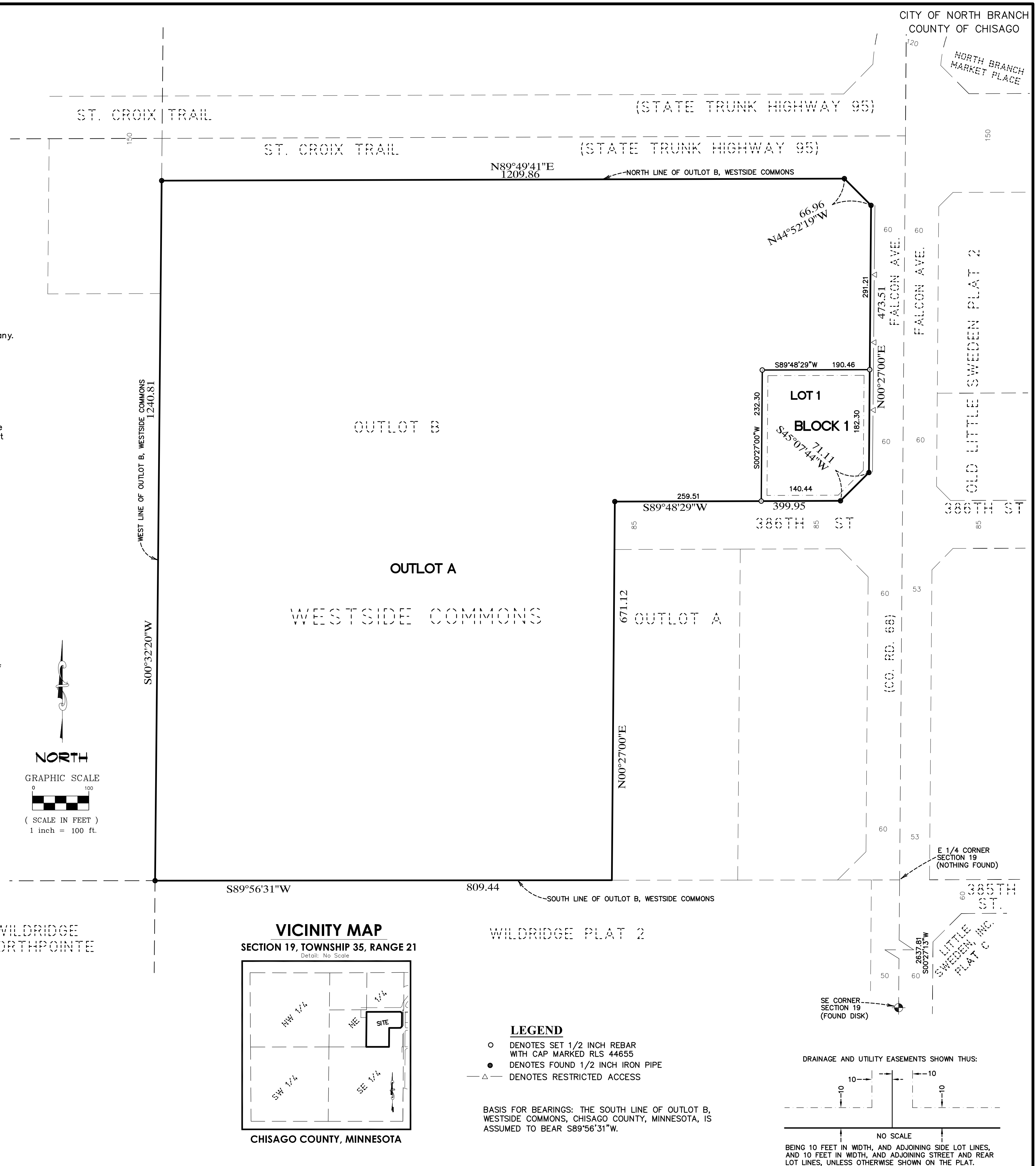
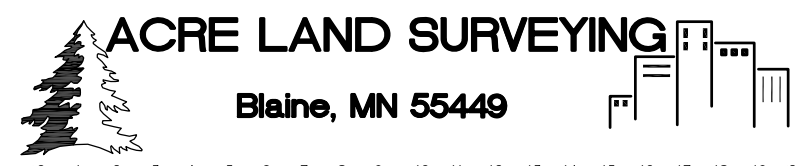
I hereby certify that the taxes for the year 20____ on the property described herein are paid this ____ day of _____, 20____.

County Treasurer

Document No. _____

I hereby certify that this instrument was filed for record in the Office of the County Recorder for record on this ____ day of _____, 20____, at o'clock ____, M. and was duly recorded in Chisago County Records.

County Recorder





Prepared By:
Jason Ziemer, Community Development Director
Presenter: Sharon Wright, Finance Director
Date: 03/26/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-31-2024, Adding Bremer Bank as Investment Financial Institution.

Overview / Background

The City Council passed Resolution No. R-1-2024, establishing The City's official signatories, depositories and broker/dealers for investment purposes for the current year. At that time, Bremer Bank was identified as a City depository but not investment broker/dealer. Finance Director Sharon Wright has requested the list of brokers/dealers be amended to include Bremer Bank.

Staff Recommendation

City staff recommend approval of the resolution.

Recommended City Council Action

Motion to approve Resolution No. R-31-2024, amending the list of Brokers/Dealers for investment purposes to include Bremer Bank.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-31-2024

**A RESOLUTION ADDING BREMER BANK AS A BROKER/DEALER FOR
INVESTMENT PURPOSES
FOR FISCAL YEAR 2024 FOR THE CITY OF NORTH BRANCH**

WHEREAS, the North Branch City Council passed Resolution No. R-1-2024 on January 9, 2024, establishing certain banks and financial institutions ("Institutions") as Official Depositories and Official Brokers/Dealers for the investment of City Funds; and,

WHEREAS, Bremer Bank was identified as an Official Depository; and,

WHEREAS, the City desires to add Bremer Bank to its list of Institutions identified as Official Brokers/Dealers.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Bremer Bank is hereby designated as an Official Broker/Dealer in addition to an Official Depository.

BE IT FURTHER RESOLVED, the aforementioned authorizations and designations as stated herein and per Resolution No. R-1-2024 shall remain in effect until changed by a subsequent resolution of the City Council.

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the City Clerk dated this 9th day of April, 2024.



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Jason Ziemer, Community Development Director
Date: 04/05/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-35-2024, Approving the Final Plat for Happy Acres Morning View 2nd Addition.

Overview / Background

The Fredric Schmidt (Applicant) has requested Final Plat approval of Happy Acres Morning View 2nd Addition (Plat). The property subject to the proposed plat is an 8.5-acre parcel located on north of 400th Street on Hemingway Avenue. The Plat proposes to re-plat the existing parcel, currently legally described as Outlot A, Happy Acres Morning View, into two (2) rural residential lots; each lot slightly above 4.0 acres. No additional public right of way (ROW) is required to be dedicated with this Plat.

The City Council approved the Preliminary Plat on February 27, 2024, per Resolution No. R-13-2024.

Issue(s) to Consider

- 1. Land Use and Zoning**
- 2. Proposed Plat**
- 3. Plat Standards**

Analysis of Issue(s)

- 1. Land Use & Zoning**

The Subject Property is currently guided Rural Residential, per the 2018 Comprehensive Plan, and zoned RR – Rural Residential. The Subject Property borders

the river bottom; guided and zoned Agriculture. All other properties adjacent to the Subject Property are guided and zoned Rural Residential. The Plat has a residential density of 0.24 units/acre (gross) and 0.40 units/acre (net).

Land Use and Zoning standards are satisfied.

1. Proposed Plat

The Plat proposes to re-plat the Subject Property, totaling 8.5 Acres creating two (2) residential lots. The Subject Property is currently an Outlot, created with the original Happy Acres Morning View subdivision. City Code §66-452(b) requires lots zoned RR to have a minimum of 1.0 buildable acres, and provide evidence of primary and secondary septic locations based on soil borings and percolation testing. This information was provided on the Plat and grading plan. Approximately 3.48-acres of the land on the east of the Subject Property is undevelopable and is currently in, and will remain in, a drainage and utility easement. All drainage and utility easements are provided as required by City Code.

There are two (2) existing accessory buildings located on the Subject Property. As City Code §66-898(b), allows for accessory structures to be located in the front yard on properties zoned RR – Rural Residential. The structure on Lot 1 is in the front yard and does exceed the minimum front-yard setback (40 feet). Thus, it may remain. However, the accessory building shown as Lot 2, will be required to be moved or demolished. Plats cannot be approved that result in non-conformities; it also crosses the property line between the new Lots 1 and 2. Furthermore, City Code §66-898(c) does not allow structures to be placed within drainage and utility easements.

The Applicant will be required to pay Park Dedication Fees (\$1,800/unit) for the five (5) new lots created, or \$9,000 total. That fee must be prior to the release of the signed plat mylars for recording.

Based on these points, the resolution approving the Preliminary Plat included the following three (3) conditions:

- 1. Driveways for Lots 1 and 2 shall be located to meet all minimum requirements, including, but limited to: setbacks, distance and width, etc.; and shall be designed and constructed according to the North Branch Engineering Design Standards.**
- 2. The Applicant shall pay the per unit Park Dedication Fee for each of the two (2) residential lots created with this Plat.**
- 3. The Applicant shall move or demolish the accessory structure adjacent to Hemingway Avenue and located on the new lot line boundary between Lots 1 and 2, and located within the proposed Drainage and**

Utility Easements on Lots 1 and 2 prior to the issuance of any building permit for either lot.

1. Plat Standards

As described above, the Applicant is proposing to re-plat the Subject Property, creating two (2) individual residential lots. Lots created by plat are required to satisfy specific lot performance standards as established by City Code. For RR zoning, those include the following minimum requirements:

Type	Lot Standards			Setbacks				
	Area+	Width	Depth	Front	Side	Corner	Rear(I)	Rear(C)
Single Family	1.0 Acre	110 ft	300 ft	40 ft	10 ft	30 ft	30 ft	15 ft

*Rear(I) and Rear(C) mean rear yard setbacks for interior and corner lots.
+ Area requires a minimum of 1.0 acres buildable.*

The Plat proposes the following specific to these standards.

Type	Lot Standards			Setbacks			
	Area (sf)	Width	Depth	Front	Side	Corner	Rear
Lot 1, Block 1	178,151 sf	230 ft	471.62 ft	40 ft	10 ft	30 ft	30 ft
Lot 2, Block 1	192,385 sf	230 ft	520.47 ft	40 ft	10 ft	30 ft	30 ft

Plat standards for lot requirements are satisfied, and the Final Plat is consistent with the approved Preliminary Plat.

Staff Recommendation

City staff recommend approval of the Final Plat for Happy Acres Morning View 2nd Addition.

Recommended City Council Action

Motion to approve a resolution, approving the Final Plat request for Happy Acres Morning View 2nd Addition with conditions typical to final plat approvals.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-35-2024

**RESOLUTION APPROVING THE FINAL PLAT FOR
HAPPY ACRES MORNING VIEW 2ND ADDITION**

WHEREAS, the Fredric Schmidt (“Applicant”) has requested Preliminary Plat approval for Happy Acres Morning View 2nd Addition (“Plat”); and,

WHEREAS, the Applicant is the owner of the property subject to the Plat, a 8.5-acre parcel located approximately a half-mile north of 400th Street on Hemingway Avenue north of 400th Street (PIN: 11.00161.00) (“Subject Property”); and,

WHEREAS, the Plat proposes to re-plat the Subject Property, into two (2) rural residential lots as legally described in Exhibit A and depicted on said Plat; and,

WHEREAS, the Subject Property is guided Rural Residential, per the 2018 Comprehensive Plan (“Land Use”), and zoned as RR – Rural Residential (“Zoning”); and,

WHEREAS, on February 27, 2024, the City Council approved with conditions the Preliminary Plat for Happy Acres Morning View 2nd Addition, per Resolution No. R-13-2024.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Final Plat for Happy Acres Morning View 2nd Addition is hereby approved with the following conditions:

1. Title work for the Plat shall be provided to and conform to any requirements resulting from City staff and the City Attorney’s review of the title work and plat opinion.
2. Owner shall pay to the City all applicable fees and expenses incurred by the City related to the Plat.
3. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the Plat shall comply with all applicable state laws and city codes, ordinance, and regulations.

BE IT FURTHER RESOLVED, the Final Plat shall be not released for recording until all fees and other financial obligations and agreements, if required, are executed and received by the City; recording of the Final Plat with the land records office of Chisago County must occur within 30 days of its release by the City to Owner.

ADOPTED this 9th day of April, 2024.

EXHIBIT A

**HAPPY ACRES MORNING VIEW 2ND ADDITION
SUBJECT PROPERTY LEGAL DESCRIPTION**

Current Legal Description

Outlot A, Happy Acres Morning View, Chisago County, Minnesota

PID: 11.00169.15

Proposed Legal Description

Lots 1 and 2, Block 1, Happy Acres Morning View 2nd Addition, Chisago County, Minnesota.

HAPPY ACRES MORNING VIEW 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Frederic G. Schmidt and Deanne L. Magnuson, husband and wife, owner and proprietors of the following described property situated in the County of Chisago, State of Minnesota, to wit:

Outlot A, Happy Acres Morning View, Chisago County, Minnesota

Have caused the same to be surveyed and platted as HAPPY ACRES MORNING VIEW 2ND ADDITION, and do hereby denote and dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Frederic G. Schmidt and Deanne L. Magnuson, husband and wife, has hereunto set their hands this ____ day of _____, 20 ____.

Frederic G. Schmidt

Deanne L. Magnuson

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Frederic G. Schmidt, and Deanne L. Magnuson, husband and wife.

(Print Notary's Name)
Notary Public, _____
My Commission Expires on 1/31/20____

I hereby certify that I have surveyed and platted or directly supervised the surveying and platting of the land described on this plat; this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated on the plat; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet land as of this date are shown and labeled; and all public ways are shown and labeled.

Kelly L. Jordan, Land Surveyor
Minnesota Licensed No. 42648

STATE OF MINNESOTA
COUNTY OF CHISAGO

This foregoing Surveyor's Certificate by Kelly L. Jordan, Minnesota License No. 42648, was acknowledged before me this _____ day of _____, 20____.

(Print Notary's Name)
Notary Public, _____
My Commission Expires on 1/31/20____

Approved by the City Council of the City of North Branch, Minnesota, this _____ day of _____, 20 ____, and is in compliance with the provisions of Chapter 505.03, Subdivision 2, Minnesota Statutes.

Signed _____
Mayor

Signed _____
Clerk

Pursuant to Chisago County Subdivision Ordinance Number 99-2, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505.021, Minnesota Statutes this _____ day of _____, 20____.

Signed _____
Chisago County Surveyor

No delinquent taxes and transfer entered this _____ day of _____, 20____.

Signed _____
Chisago County Auditor

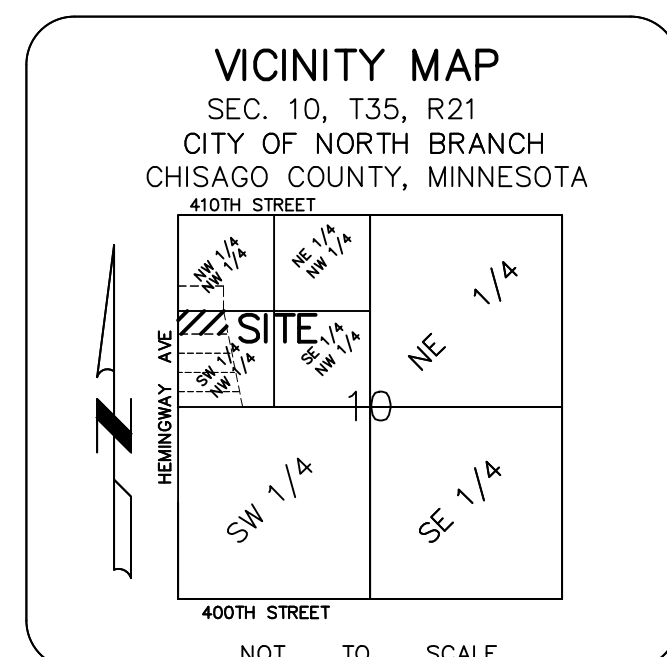
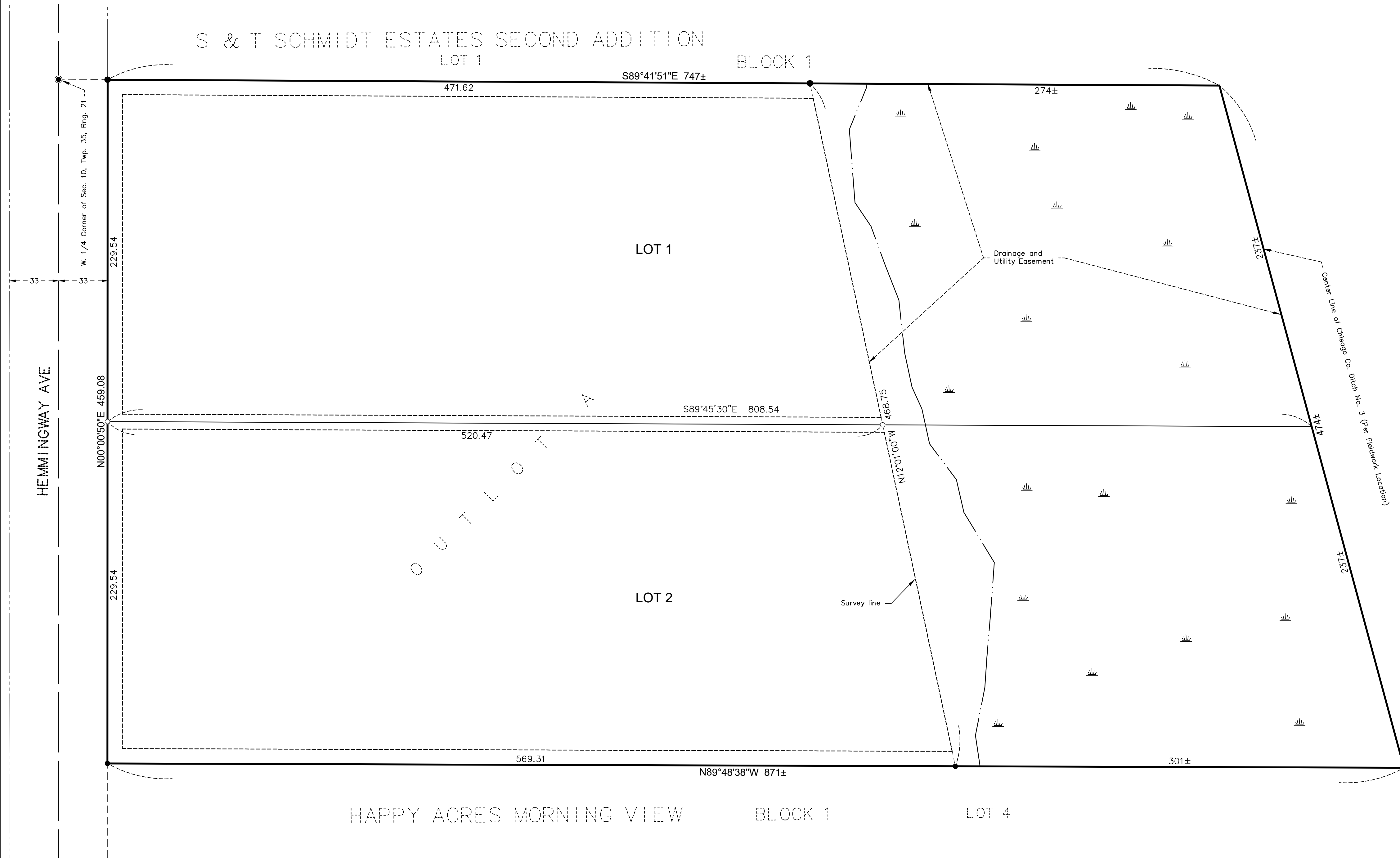
I hereby certify that the taxes for the year 20__ on the property described herein are paid this ____ day of _____, 20__.

Signed _____
Chisago County Treasurer

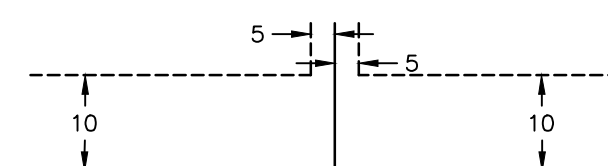
Document No. _____

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this _____ day of _____, 20 __, at ____ o'clock ____ .M., and was duly recorded in the Chisago County Records.

Signed _____
Chisago County Recorder



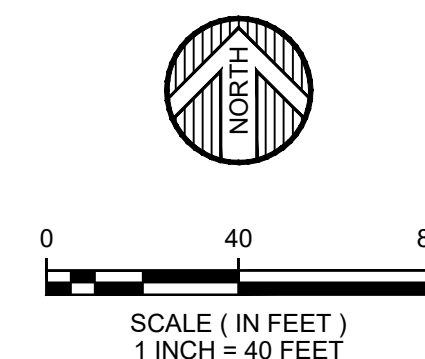
DRAINAGE AND UTILITY EASEMENTS SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES AND 5 FEET IN WIDTH AND
ADJOINING SIDE LOT LINES, UNLESS
OTHERWISE SHOWN ON THIS PLAT.

LEGEND

-  DENOTES CHISAGO COUNTY MONUMENT
 DENOTES IRON PIPE MONUMENT FOUND CAPPED 42648
 DENOTES SET IRON PIPE MONUMENT CAPPED 42648
 WETLAND





Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 03/14/2024

Board & Commission: City Council

Subject: Ballfield Improvements

Background

The PTOS Commission and City Council approved the installation of ballfield fencing and drainage improvements to the city's ballfields to increase the flexibility in the use of the fields to accommodate multiple ages and to provide additional player safety. The City received a grant from the Minnesota Twins Community Fund to assist with the completion of the improvements. As part of the improvements, there is a need to add additional lime to the fields and dugout areas. There is \$7,818.31 of approved funding remaining for the project. City staff received the following quotes for lime for the new dugout areas and Tower Fields South.

Company	Ton	Price/Ton	Total
Bjorkland	325	23.25	\$7,556.25
Kraemer	325	25.18	\$8,183.50

Recommendation:

The PTOS Commission recommended approval of the low quote of \$23.25/ton for a total of \$7,556.25 for tan ballfield lime from Bjorkalnd Companies to be added to the new dugout areas at Harder Park fields 3 and 4 and Tower Fields north and south field and the Tower Fields south ballfield.

Requested Action:

To recommend approval of the low quote of \$23.25/ton from Bjorkland Companies for tan ballfield lime to be added to the new dugout areas at Harder Park fields 3 and 4 and Tower Fields north and south field and the Tower Fields south ballfield for a total of \$7,556.25 with funds coming from the park dedication fund and Minnesota Twins Grant.

Voting Requirements:

Voting Options Simple Majority



27072 Polk St. NE, Isanti, MN 55040

Ph. 763-444-9301 Fax. 763-444-7258

MATERIAL QUOTE

To: City of North Branch

Attn: Nate

Project: Red/Yellow Ballfield Lime

Date: 3/27/2024

Item	Units	Est. Quantity	Unit Price
Red Ballfield Lime (Material & Delivery)	tons	400	\$ 46.75
Yellow Ballfield Lime (Material & Delivery)	tons	400	\$ 23.25

This proposal is based on the following conditions.

- Prices included are based on tractor trailer combinations (approx. 25-ton loads)
- Terms & Conditions: Net due every 30 days from purchase or delivery date, A finance charge of 1.5% per month will be applied to accounts over 30 days.
- Price does not include sales tax.

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR AGGREGATE AND TRUCKING NEEDS!

Thanks,

Bjorklund Companies



Nathan Sondrol <nathans@ci.north-branch.mn.us>

Tan Ballfield Lime Quote Request

Pat Burke <pburke@kraemermm.com>

Wed, Mar 27, 2024 at 3:30 PM

To: Nathan Sondrol <nathans@ci.north-branch.mn.us>, Dispatch <dispatch@kraemermm.com>

11.70 ton Material 13.48 truck charge plus tax Our Ballfield Lime is Tan

Thaqnk you

Pat Burke

Kraemer Mining and Materials, Inc.

1020 Cliff Road West

Burnsville, MN 55337

Office 952-890-1361

PBurke@kraemermm.com

www.Kraemermm.com



[Quoted text hidden]

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CITY OF
EST. 1881

NORTH BRANCH
City of North Branch
Staff Report

Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 03/28/2024

Board & Commission: City Council

Subject: Approve Northwood Park Pickleball & Site Improvement Quotes - DNR Grant

Background

The City of North Branch submitted an application to the MnDNR Outdoor Recreation Grant program for 4 pickleball courts, accessible paths, site amenities, playground resurfacing and associated landscaping in Northwood Park in March 2023 for a total project cost of \$280,000. The City was notified that it received a \$140,000 grant to complete the project with the remaining \$140,000. The grant funds are reimbursed after the improvements have been completed. The cost estimate for the EWF (engineered wood fiber) playground resurfacing material was \$15,000 and cost estimate for concrete was \$30,000. City staff received the following quotes for certified EWF playground surfacing and concrete and added a 10% contingency to the quotes:

Playground Surfacing (Engineered Wood Fiber)

Company	Cu Yd	Price/CY	Subtotal	10% Contingency	Total
Precision Landscape and Tree	635	\$19.50	\$12,382.50	\$1,238.25	\$13,620.75
SafetyFirst Playground Maintenance	635	\$25.65	\$16,287.75	\$1,628.78	\$17,916.53

Concrete

Company	Cu Yd	Price/CY	Concrete Total	Truck Wash Out Cost	Est Trucks	Truck Wash Out Total
Cemstone	170	\$156	\$26,520	\$25	25	\$625.00
Knife River	170	\$191	\$32,470	\$20	25	\$500.00

Requested Action:

To recommend approval of the low quote for the EWF playground safety surfacing to PLT in the amount of \$19.50/ton (\$12,382.50 total) and to recommend the low quote for concrete of \$156/cy plus truck wash out fees (\$29,859.50 total) to Cemstone for the Northwood Park Pickelball and Site Improvements project for a total of (\$43,480.25) with the funds coming from the park dedication fund (\$21,740.13) and the DNR Grant (\$21,740.12)

Voting Requirements:

Voting Options **Simple Majority**



Nathan Sondrol <nathans@ci.north-branch.mn.us>

RE: Ext - North Branch Northwood Park - Fixed Rate Quote Request

Timothy Hughes <thughes@cemstone.com>
To: Nathan Sondrol <nathans@ci.north-branch.mn.us>

Tue, Apr 2, 2024 at 12:32 PM

I would have to look into state mixes but I don't know if 3F32 and 3F52 are 4500 lb mixes but these mixes are priced at

3F32CF is \$154 per yard and 3F52CF is at \$156 per yard plus each truck has a \$25 EMF wash out charge plus tax. Let me know if this goes I need to put a project bid in the system and takes 2 weeks to get entered. Thanks Tim Hughes

From: Nathan Sondrol <nathans@ci.north-branch.mn.us>
Sent: Monday, April 1, 2024 12:02 PM
To: Timothy Hughes <thughes@cemstone.com>
Cc: Shawn Williams <shawnw@ci.north-branch.mn.us>
Subject: Ext - North Branch Northwood Park - Fixed Rate Quote Request

You don't often get email from nathans@ci.north-branch.mn.us. [Learn why this is important](#)

Warning External Sender!

If you are not expecting the content of this message please contact the Help Desk for assistance.
Never provide your user name or password on sites or forms linked from this email.

Hi Tim,

Can you please provide me with a fixed rate quote for 170 cubic yards of the attached mix to be delivered to:

Northwood Park

[39581 Cherokee Ave](#)

[North Branch, MN 55506](#)

Thanks,

Nate

Nathan Sondrol

GIS/Parks Director

nathans@ci.north-branch.mn.us

Phone: (651) 674-8113 | Direct: (651) 277-5226

Cell: (651) 497-0155 | Fax: (651) 674-8262

6408 Elm Street, PO Box 910
North Branch, MN 55056-0910

www.ci.north-branch.mn.us



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KNIFE RIVER

Concrete Proposal

4787 Shadow wood Drive NE Sauk Rapids MN
(320) 980-3325 Phone

Date: **April 3, 2024**

Submitted By: **Eric Finnerty**

Submitted To: City of North Branch

Job Size: **170 yds**

Job Name: **Northwood Park**

Job Address: 39581 Cherokee Ave

City: **North Branch**

State: **MN**

Zip: **55506**

<u>Description</u>	<u>Slump/in</u>	<u>Price per Yard</u>
3F32CF	2	\$190.00
3F52CF	5	\$191.00

State Testing If Required	\$6.00
50%Granite Agg If Required add	\$4.50
100%Granite Agg If Required add	\$9.00
High Early if Required add	\$18.00
Macro Fibers Per Pound \$8.50	
1/1/2025 add	\$15.00

Standard Charges:	<u>Environmental Cleanup (If no cleanup station)</u>	<u>\$20.00/Load</u>
	<u>Fibermesh Mono-Fibrillated-Buckeye</u>	<u>\$13.00 per yard</u>
Value Added:	<u>Winter Heat (Nov 1st-April15th)</u>	<u>\$14.00/yard</u>
	<u>Hot Water (Seasonal – 60-70 degree concrete)</u>	<u>\$7.00/yard</u>
	<u>Chloride & Nca added onsite</u>	<u>\$2.75/yard</u>
	<u>Fuel Surcharge See Chart</u>	
	<u>Non-Calcium Chloride (1%)</u>	<u>\$9.00/yard</u>
	<u>Pea-Rock mixes Add (3/8")</u>	<u>\$14.00/yard</u>
	<u>Small Load (1.00-2.75 yards)</u>	<u>\$200.00/Load</u>
	<u>Small Load (3.00-3.75 yards)</u>	<u>\$130.00/Load</u>
	<u>Late Charge after 5:00 pm</u>	<u>\$130.00/load</u>
	<u>Saturday-</u>	<u>\$130.00/load</u>
	<u>Demurrage (after 7 minutes/yard)</u>	<u>\$180.00/hour</u>
	<u>Road Posting/Extra Load Charge</u>	<u>\$130.00 per truck</u>
	<u>Deflator Trucks (If Requested)</u>	<u>\$35.00/Load</u>
	<u>Conveyor Truck (50' telescopic)</u>	<u>\$350.00 First Hour</u>
	<u>\$175.00 per additional hours + 4.50/yard</u>	

Note: You must add appropriate local and state sales taxes to above items.

Thank you for the opportunity to serve your ready mix needs, we look forward to your business.

- Terms: Net due by end of the month following purchases. A finance charge of 1.5% per month will be charged to all accounts over 30 days. **PRICES SUBJECT TO CHANGE WITHOUT NOTICE.**
- This quotation may be withdrawn if not accepted within 30 days of date above.
- Customer responsible for ground stability and providing washout area on site.

Quote submitted by: **Eric Finnerty** Signature: _____ Dated: _____

I agree to the above project quotation conditions and give Knife River approval to supply concrete for this project.

Signature: _____ Print Name: _____ Date: _____



Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 04/02/2024

Board & Commission: Parks, Trails and Open Space Commission

Subject: Approve Acquisition and Placement of Limestone at Clayton Anderson Park

Background

Joe Sausen of the Chisago County Parks and Trails Foundation informed the city of a large limestone rock that was discovered with the grading of the Schoolside Village 4th Addition development. The limestone is approximately 8' x 8' x 3' and contains multiple fossils. The developer has indicated that they would be willing to work with the city and the Chisago County Parks and Trail Foundation to acquire this and place it in Clayton Anderson Family Memorial Nature Park. Joe Sausen indicated that he would be willing to provide research to estimate the age of the rock and the approximate distance that the rock traveled to this location. The information could be provided for educational signage by the limestone feature. The limestone has an approximate retail value of approximately \$2,000 and the owner of the limestone offered a price of \$1,500. Attached are photos of the limestone.

The PTOS Commission recommended approval of up to \$2,500 for the acquisition of the limestone rock from the Schoolside Village 4 development and placement of it along with educational/informational signage in Clayton Anderson Family Memorial Nature Park.

Requested Action

To recommend approval of up to \$2,500 for the acquisition of the limestone rock from the Schoolside Village 4 development and placement of it along with educational/informational signage in Clayton Anderson Family Memorial Nature Park.

Voting Requirements:

Voting Options Simple Majority







Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 04/04/2024

Board & Commission: City Council

Subject: Approve Gambling LG220 Exempt Permit - MN Deer Hunters Wild River Chapter

Background Information:

MN Deer Hunters Wild River Chapter, will be holding the Bingo at Muddy Cow, 5896 Old Main Street, North Branch, MN 55056 on May 20, 2023. The clerk's office usually signs off on the application before they can send it to the Minnesota Alcohol & Gambling Enforcement office so that they can be issued a permit to carry out such an event as requested after Council approval. Most of these applications need to be submitted to the Minnesota Gambling Control Board a few months in advance for the state to process it.

Staff Recommendation & Requested City Council Action:

Staff recommends Council to approve the application for submission to the Minnesota Gambling Control Board by MN Deer Hunters Wild River Chapter.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 04/04/2024

Board & Commission: City Council

Subject: Approve Temporary Liquor License and Dance Permit - NB American Legion Post 85

Background Information:

North Branch American Legion Post 85 is holding an event where they will have a dance and serve alcoholic beverages. The organization has submitted a four-day temporary on-sale license application for the designated location to hold the event where on-sale intoxicating liquor will be served.

Organizations need to be issued a license so that the organization can serve liquor on those days. This requires the City's approval first, and then the application needs to be submitted to Alcohol and Gambling Enforcement for approval at least 30–60 days before the event.

The event is scheduled for June 20th, 21st, 22nd and 23rd, 2024 in the west parking lot adjacent to the building on the west side, which will be fenced and will have a tent. The dance will be on June 21st, 22nd and 23rd, 2024. All the proper payments have been processed. Usually every organization needs to submit such an application at least 30 days before the event to submit the application to Alcohol & Gambling Enforcement following approval by the City of North Branch.

Deadline:

ASAP

Staff Recommendation and Requested City Council Action:

Staff recommends council approval of this application for a temporary license so that the application can then be submitted to the Alcohol & Gambling Enforcement.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Shawn Williams, Public Works Director
Presenter: Shawn Williams, Public Works Director
Date: 04/05/2024

Board & Commission: City Council

Subject: Approve Resolution R-33-2024, Approving Hwy. 95 Water Main Replacement Pay Request #1

The Hwy. 95 Water main replacement project is under way and the contractor, Bituminous Roadways Inc. has submitted pay request #1 in the amount of \$167,665.50 for this project. All quantities and pricing for this pay request have been verified by WSB, the city engineer, as accurate. The project is going well and is on schedule with stage 1 of 3 for the project timeline.

Project Background:

The former Water and Light Commission approved this project at their February 15, 2023 meeting. The water main in Hwy. 95 is the original 6 inch cast iron pipe installed when North Branch Water and Light created the public water supply for the town in approximately the late 1940s and early 50's. At 73 years of age, the pipe has more than served its life expectancy and is time for replacement. There have been numerous breaks over the years, and it is in the utilities capital plan for replacement. The first step in the process is to authorize preparation of plans and specifications and approve a contract with the City's Engineering Firm WSB for the design and construction services. This will include an updated engineer's estimate for the project based on the best installation method, and a detailed timeline for the project.

Plans, specifications and authorization to advertise for bids were approved at the October 18th, 2023 meeting. Bids were received for the above referenced project on Thursday, November 9th, 2023 and were opened and read aloud. Five bids were received and are listed in the table below for your reference. The bids were verified for accuracy and the low bid was from Bituminous Roadways Inc. out Mendota Heights, MN. The engineers estimate for this project was \$3,207,748.50. The project would be awarded this fall with an early 2024 start of mid to end of May, the definitive date will be determined once we have the pre-construction meeting with the contractor after notice of award has been given.

Contractor	Grand Total Bid
Bituminous Roadways, Inc.	\$3,089,821.85
Minger Construction Co. Inc.	\$3,329,649.70
Northdale Construction Company	\$3,346,725.98
Geislinger and Sons	\$3,416,860.45
Meyer Contracting Inc	\$3,558,265.51
 <i>Engineers Opinion of Construction Cost</i>	 <i>\$3,207,748.50</i>

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-33-2024

A RESOLUTION OF THE CITY OF NORTH BRANCH, NORTH BRANCH, MINNESOTA.

WHEREAS, the North Branch Water and Light Commission approved preparation of plans and specifications and ordering advertisement for bids for the 2023 Watermain Improvements-TH95 Project at their October 18th, 2023 meeting and Bituminous Roadways, Inc. is the lowest responsive bidder with their bid in the amount of \$3,089,821.85, and

WHEREAS, the contractor Bituminous Roadways Inc. has submitted pay request #1 in the amount of \$167,665.50 for this project. The quantities completed have been verified by WSB the city engineer, and agreed upon with the contractor as accurate for this request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH OF NORTH BRANCH, MINNESOTA, that the pay request #1 to Bituminous Roads Inc. is approved as presented for the amount of \$167,665.50.

Client: City of North Branch 6408 Elm Street North Branch, MN 55056-0910	Contractor: Bituminous Roadways, Inc. 1520 Commerce Drive Mendota Heights, MN 55120
---	--

WSB Project No.: 022542-000
Client Project No.:
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$3,089,821.85	Original	\$3,089,821.85
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$3,089,821.85	Total	\$3,089,821.85

Work Certified To Date	
Base Bid Items	\$176,490.00
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$176,490.00

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$176,490.00	\$176,490.00	\$8,824.50	\$0.00	\$167,665.50	\$167,665.50
Percent Retained: 5%			Percent Complete: 5.71%		

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Approved By Bituminous Roadways, Inc.

Signature

Signature

April 1, 2024

April 1, 2024

Date

Date

Approved By City of North Branch

Signature

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	04/01/24	\$176,490.00	\$8,824.50	\$167,665.50

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
local	\$176,490.00	\$8,824.50	\$0.00	\$167,665.50	\$167,665.50

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$167,665.50	\$3,089,821.85	\$3,089,821.85	\$167,665.50

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$94,500.00	1	0.1	\$9,450.00	0.1	\$9,450.00
2	2101.502	CLEARING	EACH	\$295.00	7	6	\$1,770.00	6	\$1,770.00
3	2101.502	GRUBBING	EACH	\$943.00	7	6	\$5,658.00	6	\$5,658.00
4	2102.503	PAVEMENT MARKING REMOVAL	L F	\$1.15	600	0	\$0.00	0	\$0.00
5	2104.502	REMOVE GATE VALVE & BOX	EACH	\$207.00	12	0	\$0.00	0	\$0.00
6	2104.502	REMOVE CURB STOP & BOX	EACH	\$207.00	45	0	\$0.00	0	\$0.00
7	2104.502	REMOVE HYDRANT	EACH	\$330.00	8	0	\$0.00	0	\$0.00
8	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$347.00	1	0	\$0.00	0	\$0.00
9	2104.502	SALVAGE SIGN	EACH	\$118.00	8	0	\$0.00	0	\$0.00
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.00	130	0	\$0.00	0	\$0.00
11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.00	4570	0	\$0.00	0	\$0.00
12	2104.503	REMOVE WATER MAIN	L F	\$4.00	1380	0	\$0.00	0	\$0.00
13	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$10.00	288	0	\$0.00	0	\$0.00
14	2104.503	REMOVE CURB	L F	\$12.50	640	0	\$0.00	0	\$0.00
15	2104.503	REMOVE CURB & GUTTER	L F	\$12.50	1400	0	\$0.00	0	\$0.00
16	2104.503	REMOVE WATER SERVICE PIPE	L F	\$2.00	980	0	\$0.00	0	\$0.00
17	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$21.00	130	0	\$0.00	0	\$0.00
18	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$19.00	110	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$15.00	130	0	\$0.00	0	\$0.00
20	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$9.25	7070	0	\$0.00	0	\$0.00
21	2104.518	REMOVE CONCRETE WALK	S F	\$2.00	12030	0	\$0.00	0	\$0.00
22	2106.507	EXCAVATION - COMMON	C Y	\$47.00	1600	0	\$0.00	0	\$0.00
23	2106.507	EXCAVATION - SUBGRADE	C Y	\$55.50	330	0	\$0.00	0	\$0.00
24	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$33.00	330	0	\$0.00	0	\$0.00
25	2106.601	DEWATERING	LS	\$122,000.00	1	0	\$0.00	0	\$0.00
26	2112.604	SUBGRADE PREPARATION	S Y	\$3.00	7070	0	\$0.00	0	\$0.00
27	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$180.00	120	0	\$0.00	0	\$0.00
28	2123.610	UTILITY CREW	HOURL	\$1,060.00	20	0	\$0.00	0	\$0.00
29	2130.523	WATER (DUST CONTROL)	MGAL	\$104.00	60	0	\$0.00	0	\$0.00
30	2211.509	AGGREGATE BASE CLASS 5	TON	\$32.00	2970	0	\$0.00	0	\$0.00
31	2331.603	JOINT ADHESIVE	L F	\$0.90	6820	0	\$0.00	0	\$0.00
32	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.00	1220	0	\$0.00	0	\$0.00
33	2360.504	TYPE SP 9.5 WEAR CRS MIX(2,C) 3.0" THICK	S Y	\$40.00	130	0	\$0.00	0	\$0.00
34	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$106.00	3680	0	\$0.00	0	\$0.00
35	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	\$98.50	34	0	\$0.00	0	\$0.00
36	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$70.00	84	0	\$0.00	0	\$0.00
37	2503.503	24" RC PIPE SEWER DES 3006 CL IV	L F	\$138.00	40	0	\$0.00	0	\$0.00
38	2503.503	33" RC PIPE SEWER DES 3006 CL III	L F	\$387.00	18	0	\$0.00	0	\$0.00
39	2503.602	RECONNECT SANITARY SEWER SERVICE	EACH	\$2,385.00	10	0	\$0.00	0	\$0.00
40	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$778.00	10	0	\$0.00	0	\$0.00
41	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,130.00	8	0	\$0.00	0	\$0.00
42	2503.603	TELEWISE SANITARY SEWER	L F	\$4.00	5800	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
43	2503.608	DUCTILE IRON FITTINGS	LB	\$17.00	1680	0	\$0.00	0	\$0.00
44	2504.503	2" TYPE K COPPER PIPE (BORING)	LF	\$123.00	450	0	\$0.00	0	\$0.00
45	2504.601	TEMPORARY WATER SERVICE	LS	\$62,910.00	1	0	\$0.00	0	\$0.00
46	2504.602	IRRIGATION SYSTEM REPAIR	EACH	\$353.00	10	0	\$0.00	0	\$0.00
47	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$2,455.00	10	0	\$0.00	0	\$0.00
48	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$281.00	53	0	\$0.00	0	\$0.00
49	2504.602	HYDRANT	EACH	\$8,705.00	9	0	\$0.00	0	\$0.00
50	2504.602	ABANDON WATER SERVICE	EACH	\$1,240.00	1	0	\$0.00	0	\$0.00
51	2504.602	1" CORPORATION STOP	EACH	\$777.00	18	0	\$0.00	0	\$0.00
52	2504.602	2" CORPORATION STOP	EACH	\$1,735.00	35	0	\$0.00	0	\$0.00
53	2504.602	6" GATE VALVE & BOX	EACH	\$3,055.00	14	0	\$0.00	0	\$0.00
54	2504.602	8" GATE VALVE & BOX	EACH	\$4,005.00	16	0	\$0.00	0	\$0.00
55	2504.602	10" GATE VALVE & BOX	EACH	\$5,720.00	2	0	\$0.00	0	\$0.00
56	2504.602	1" CURB STOP & BOX	EACH	\$1,000.00	18	0	\$0.00	0	\$0.00
57	2504.602	2" CURB STOP & BOX	EACH	\$2,070.00	35	0	\$0.00	0	\$0.00
58	2504.603	1" TYPE K COPPER PIPE (BORING)	LF	\$106.00	590	0	\$0.00	0	\$0.00
59	2504.603	8" PVC WATERMAIN (PIPE BURSTING)	LF	\$88.50	2191	0	\$0.00	0	\$0.00
60	2504.603	1" TYPE K COPPER PIPE	L F	\$104.00	80	0	\$0.00	0	\$0.00
61	2504.603	2" TYPE K COPPER PIPE	L F	\$121.00	550	0	\$0.00	0	\$0.00
62	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$101.00	290	0	\$0.00	0	\$0.00
63	2504.603	10" WATERMAIN DUCTILE IRON CL 52	L F	\$103.00	40	0	\$0.00	0	\$0.00
64	2504.603	8" PVC WATERMAIN	L F	\$88.50	1408	0	\$0.00	0	\$0.00
65	2504.603	8" PVC WATERMAIN (DIRECTIONAL DRILLED)	L F	\$95.00	458	0	\$0.00	0	\$0.00
66	2504.603	18" STEEL CASING PIPE	L F	\$449.00	160	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
67	2504.604	4" POLYSTYRENE INSULATION	S Y	\$75.00	100	0	\$0.00	0	\$0.00
68	2506.502	ADJUST FRAME & RING CASTING	EACH	\$1,065.00	13	0	\$0.00	0	\$0.00
69	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LF	\$1,360.00	4.4	0	\$0.00	0	\$0.00
70	2519.507	CLSM LOW DENSITY	C Y	\$306.00	90	0	\$0.00	0	\$0.00
71	2521.518	4" CONCRETE WALK	S F	\$10.00	9590	0	\$0.00	0	\$0.00
72	2521.518	6" CONCRETE WALK	S F	\$15.50	2300	0	\$0.00	0	\$0.00
73	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$37.50	1080	0	\$0.00	0	\$0.00
74	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$41.00	320	0	\$0.00	0	\$0.00
75	2531.503	CONCRETE CURB DESIGN V4	L F	\$44.00	640	0	\$0.00	0	\$0.00
76	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$95.00	70	0	\$0.00	0	\$0.00
77	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$110.00	60	0	\$0.00	0	\$0.00
78	2531.604	7" CONCRETE VALLEY GUTTER	S Y	\$177.00	110	0	\$0.00	0	\$0.00
79	2531.618	TRUNCATED DOMES	SF	\$70.50	240	0	\$0.00	0	\$0.00
80	2545.602	ADJUST HANDHOLE	EACH	\$1,265.00	1	0	\$0.00	0	\$0.00
81	2563.601	TRAFFIC CONTROL	LS	\$60,320.00	1	0.35	\$21,112.00	0.35	\$21,112.00
82	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	\$7,895.00	1	0	\$0.00	0	\$0.00
83	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$147.00	48	0	\$0.00	0	\$0.00
84	2564.602	INSTALL SALVAGED SIGN	EACH	\$177.00	8	0	\$0.00	0	\$0.00
85	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	\$1,515.00	7	0	\$0.00	0	\$0.00
86	2565.616	TEMPORARY SIGNAL SYSTEM A	SYS	\$140,000.00	1	0	\$0.00	0	\$0.00
87	2565.616	TEMPORARY SIGNAL SYSTEM C	SYS	\$138,500.00	1	1	\$138,500.00	1	\$138,500.00
88	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,395.00	1	0	\$0.00	0	\$0.00
89	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$252.00	40	0	\$0.00	0	\$0.00
90	2573.503	SILT FENCE, TYPE MS	L F	\$2.50	500	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
91	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$2.50	3360	0	\$0.00	0	\$0.00
92	2574.507	COMMON TOPSOIL BORROW	C Y	\$53.50	430	0	\$0.00	0	\$0.00
93	2574.508	FERTILIZER TYPE 3	LB	\$1.00	110	0	\$0.00	0	\$0.00
94	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$4.00	200	0	\$0.00	0	\$0.00
95	2575.505	SEEDING	ACRE	\$295.00	1.05	0	\$0.00	0	\$0.00
96	2575.508	SEED MIXTURE 21-111	LB	\$1.00	60	0	\$0.00	0	\$0.00
97	2575.508	SEED MIXTURE 21-112	LB	\$1.00	60	0	\$0.00	0	\$0.00
98	2575.508	SEED MIXTURE 25-151	LB	\$5.00	70	0	\$0.00	0	\$0.00
99	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	\$2.00	3130	0	\$0.00	0	\$0.00
100	2575.523	WATER	MGAL	\$177.00	50	0	\$0.00	0	\$0.00
101	2582.503	4" DOUBLE SOLID LINE MULTI COMPONENT	L F	\$1.50	1510	0	\$0.00	0	\$0.00
102	2582.503	4" SOLID LINE PAINT (WR)	L F	\$0.30	20570	0	\$0.00	0	\$0.00
103	2582.503	6" SOLID LINE PAINT (WR)	L F	\$0.90	660	0	\$0.00	0	\$0.00
104	2582.503	4" DBLE SOLID LINE PAINT (WR)	L F	\$0.70	11333	0	\$0.00	0	\$0.00
105	2582.503	4" SOLID LINE MULTI COMP	L F	\$0.70	2810	0	\$0.00	0	\$0.00
106	2582.503	4" BROKEN LINE MULTI COMP	L F	\$0.70	120	0	\$0.00	0	\$0.00
107	2582.518	PAVT MSSG MULTI COMP GR IN	S F	\$14.00	90	0	\$0.00	0	\$0.00
108	2582.518	CROSSWALK MULTI COMP GR IN	S F	\$10.00	2170	0	\$0.00	0	\$0.00
109	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	\$3,000.00	1	0	\$0.00	0	\$0.00
Bid Totals:							\$176,490.00		\$176,490.00

Project Category Totals		
Category	Amount This Voucher	Amount To Date
SCHEDULE A. WATERMAIN IMPROVEMENTS	\$176,490.00	\$176,490.00
SCHEDULE B. PROVISIONAL ITEMS	\$0.00	\$0.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
Contract Change Totals:											

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



April 1, 2024

Mr. Shawn Williams
City of North Branch
6408 Elm Street
North Branch, MN 55056

Re: TH 95 Watermain Improvement Project
City of North Branch, MN
WSB Project No. 022542-000

Dear Mr. Williams:

Please find enclosed Construction Pay Voucher No. 1 for the above referenced project in the amount of \$167,665.50. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of North Branch approve Construction Pay Voucher No. 1 for Bituminous Roadways, Inc.

The amount indicated above reflects work certified through April 1, 2024, with a 5% retainage applied. Please include one executed copy with the payment to Bituminous Roadway, Inc. and return one executed copy to our office for our file. If you have any questions or comments regarding this voucher, please contact me at 612.388.9652. Thank you.

Sincerely,

WSB

Justin Messner, PE
Director of Municipal Services

Attachments



Prepared By:
Shawn Williams, Public Works Director
Presenter: Shawn Williams, Public Works Director
Date: 04/05/2024

Board & Commission: City Council

Subject: Adopt the 2024 General Specifications and Detail Plates for Street and Utility Construction

The City of North Branch's "General Specifications and Detail Plates for Street and Utility Construction" were last updated in April 2007, then again in 2018, then again in 2022 and now again in April of 2024. This specification book is the city's standard for protecting the city's largest and most expensive assets; i.e. water, storm sewer, sanitary sewer and importantly, the streets we all drive on. The following is a high-level summary of the changes that have been made to the General Specifications and Detail Plates for Street and Utility Construction.

- Updated to reflect the most current standard general conditions of the Engineers Joint Contract Documents Committee
- Updated to reflect the most current MnDOT specifications
 - Consistent with standard plates
 - Consistent with most current testing procedures and rates
- Updated watermain details and testing requirements
 - Added more information regarding developer requirements (i.e. service termination points and curb stop locations, televising and testing requirements now done by the city and billed back to the developer. The developer has always paid for this. The reason for the change was that it was not getting done correctly.
- Updated to reflect the most current MN City Engineers Association (CEAM) manual
- Updated standard plates to reflect Public works comments, such as better reflective hydrant markers, and adding the STORZ connection for the fire department.

If approved by council, the book will be dated April 9th to coincide with Council's approval. It will be available on the city's website immediately.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

GENERAL SPECIFICATIONS AND STANDARD DETAIL PLATES FOR STREET AND UTILITY CONSTRUCTION

JANUARY 2024

City of North Branch | PO Box 910 | North Branch, MN 55056

City of North Branch

**General Specifications and
Standard Detail Plates
for
Street and Utility Construction**

January 2024

**City of North Branch
6408 Elm Street, PO Box 910
North Branch, Minnesota 55056
Phone: 651.674.8113
Fax: 651.674.8262**

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

A handwritten signature in black ink, appearing to read 'Justin Messner', is written over a horizontal line.

Justin Messner, PE

Date: January 2024

Lic. No. 45857

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed

by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or

description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that

Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a

Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation.

Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as

being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such

changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when

Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors

acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining

after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work,

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is

acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced.

Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

INTRODUCTION

These Supplementary Conditions amend or supplement EJCDC® C 700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added—for example, “Paragraph SC 4.05.”

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

SC 1.01 Defined Terms

Modify the definition of *Technical Data*, Paragraph 1.01.A.46 by amending the first sentence of Paragraph 1.01.A.46.b to read as follows:

If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Observer – The individual or entity by with whom the Owner and Engineer is represented in the observation and construction of the Project.

Project Manual – The written documents prepared for, or made available for, procuring and construction the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing condition information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

ARTICLE 2 PRELIMINARY MATTERS

SC 2.02 Copies of Documents

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

- A. Owner shall furnish to Contractor one printed copy of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

SC 2.03 Before Starting Construction

Modify the beginning of the first sentence of Paragraph 2.03.A to read as follows:

Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents) and prior to the preconstruction conference, Contractor shall submit to Engineer for timely review:

Delete Paragraph 2.03.A.3 in its entirety.

SC 2.04 Preconstruction Conference; Designation of Authorized Representative

Delete Paragraph 2.04.A in its entirety and replace with the following:

- A. Before any work at the Site is started, Engineer will arrange a preconstruction conference attended by Owner, Contractor, Engineer, private utility owners, and others as appropriate to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

SC 2.05 Acceptance of Schedules

Delete the first sentence of Paragraph 2.05.A.

Delete Paragraph 2.05.A.3 in its entirety.

SC 2.06 Electronic Transmittals

Add the following new paragraphs to Paragraph 2.06:

- D. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- E. Electronic Documents that are exchanged may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitation, and restrictions, set forth in the Contract Documents.
- F. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for project purposes.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC 3.02 Reference Standards

Add the following new paragraph immediately after Paragraph 3.02.A:

- B. The Work shall be performed in accordance with:
 - 1. the Project Manual;
 - 2. the Project Plans;
 - 3. the City of North Branch General Specification and Standard Detail Plates for Street and Utility Construction, dated January 2024;
 - 4. the 2020 Edition of the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction; and
 - 5. the 2023 Edition of the City Engineers Association of Minnesota (CEAM) Standard Specifications.

ARTICLE 4 COMMENCEMENT AND PROGRESS OF THE WORK

SC 4.04 Progress Schedule

Amend the first sentence of Paragraph 4.04.A to read as follows:

Contractor shall adhere to the Progress Schedule submitted in accordance with Paragraph 2.03 as it may be adjusted from time to time as provided below.

Amend the first sentence of Paragraph 4.04.A.1 to read as follows:

1. Contractor shall submit to Engineer for acceptance proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

ARTICLE 5 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.01 Availability of Lands

Add the following language at the end of Paragraph 5.01.A:

If the Contractor believes that there has been delay by Owner in furnishing land, right-of-way, or easements, Contractor's sole remedy shall be an extension of Contract Time, for which the Contractor may make a claim therefore as provided in Article 12.

SC 5.03 Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions, and the drawings of existing physical conditions, at or adjacent to the Site that contain Technical Data.

Technical Data upon which Contractor may rely is specifically identified.

Report/Drawing Title	Date of Report/Drawing	Technical Data

- F. Copies of reports and drawings identified in SC 5.03.E are included with the Bidding Documents only for reference, and are not part of the Contract Documents.
- G. Under no circumstances may Contractor rely upon the data contained in reports of explorations or tests, regarding the amounts, elevations, or locations of subsurface groundwater.

SC 5.06 Hazardous Environmental Conditions at Site

Delete Paragraph 5.06.A in its entirety and replace with the following:

- A. *Reports and Drawings:* There are no reports or drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site.

ARTICLE 6 BONDS AND INSURANCE

SC 6.01 Performance, Payment and Other Bonds

Add the following new paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C 610, Performance Bond, or as acceptable to the Owner.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C 615, Payment Bond, or as acceptable to the Owner.

Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be two years after the date of Notice of Acceptability of Work.
2. After the Owner formally accepts the project and the Notice of Acceptability of Work is issued, Contractor shall furnish a maintenance bond in a bond amount of **100** percent of the final Contract Price. The maintenance bond period will extend to a date two years after the date of Notice of Acceptability of Work. Contractor shall deliver the fully executed maintenance bond no later than 10 days after the date of Notice of Acceptability of Work.
3. The maintenance bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

SC 6.03 Contractor's Insurance

Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provision of Paragraph 6.03.C of the General Conditions, the required policies, including but not limited to the commercial general liability, automobile liability, umbrella or excess policies, must include as additional insureds the following:
 1. City of North Branch (Owner)
 2. WSB & Associates, Inc. d/b/a WSB (Engineer)
- E. *Workers' Compensation and Employer's Liability:* Contractor must purchase and maintain workers' compensation and employer's liability insurance in accordance with the Minnesota statutory requirements and must include the following:
 1. Part 2, Employer's Liability including Stop Gap Liability for monopolistic states;
 2. Coverage C: All States Coverage;
 3. Waiver of subrogation in favor of the Owner; and
 4. If applicable, USL&H, Maritime, Voluntary, and Foreign Coverage.

The Contractor must also require Subcontractors to provide workers' compensation insurance in accordance with the requirements above.

If the Contractor is self-insured for its obligation under the Worker's Compensation Statute in the jurisdiction where the Project is located, the Contractor must provide the Owner with a Certification of the Authority to Self-Insure.

Worker's Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$2,000,000
Each employee	\$2,000,000
Policy limit	\$2,000,000

- F. *Commercial General Liability – Claims Covered:* Contractor must provide and maintain commercial general liability insurance to cover claims arising from operations under the Contract, whether such operations are by the Contractor, subcontractor, lower-tier subcontractor or by anyone directly or indirectly employed under the Contract.
- G. *Commercial General Liability – Form and Content:* Contractor's commercial liability policy must include the following types of coverage:
1. Premises and Operations Bodily Injury and Property Damage
 2. Personal and Advertising Injury
 3. Products and Completed Operations Liability
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 4. Contractual Liability as provided in ISO form CG 00 01 12 04 13 or its equivalent
 5. Pollution exclusion with standard exception as per ISO Commercial General Liability Coverage Form – CG 00 01 12 04 13 or equivalent
 6. Independent Contractors – Let or Sublet Work
 7. Waiver of subrogation in favor of the Owner
 8. Owner names as an Additional Insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible, for both ongoing and completed operations
 9. Coverage under the General Liability Policy(ies) of the Contractor will be as broadly construed for the Owner as is available to the Contractor.

Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

- H. *Commercial General Liability – Excluded Content:* The commercial general liability insurance policy, including its coverages, will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).
- I. *Commercial General Liability – Minimum Policy Limits:* The liability limits specified below are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella, or other basis to the additional insured for any and all covered claims.

Commercial General Liability	Policy limits of not less than:
Per Occurrence	\$2,000,000
Annual aggregate applying per Project or location	\$2,000,000
Annual aggregate applying to Products and Completed Operations	\$2,000,000
Fire damage (any one fire)	\$50,000
Medical expense (any one person per occurrence)	\$5,000

- J. *Automobile Liability*: Contractor must provide and maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired motor vehicles. A waiver of subrogation in favor of the Owner must also be included.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$2,000,000
Each Accident	\$2,000,000
Property Damage	
Each Accident	\$2,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage) per occurrence	\$2,000,000

- K. *Aircraft Liability Insurance*: If the Contractor uses aircraft (including “Unmanned Aerial Vehicles”) to perform the Work, then the Contractor must provide Aviation (aircraft) insurance protecting it from claims for bodily injury and property damage whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the Contract. The insurance must cover the Contractor and its employees as well as the Owner and the Owner’s employees as additional insured.

Aircraft Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage) per occurrence	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer’s liability, commercial general liability, automobile liability, and aircraft liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.
- M. *Contractor’s Pollution Liability Insurance*: Contractor is not required to provide Pollution Liability Insurance under this Contract.
- N. *Contractor’s Professional Liability Insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor’s Professional Liability	Policy limits of not less than:
Each Claim	N/A
Annual Aggregate	N/A

SC 6.04 Builder's Risk and Other Property Insurance

Delete Paragraph 6.04.A and insert the following in its place:

- A. *Builder's Risk:* Contractor is not required to purchase and maintain builder's risk insurance under this Contract. However, any damage or loss to property shall be the sole responsibility of the Contractor until final acceptance of the Work.

Supplement Paragraph 6.04 of the General Conditions with the following provision:

- F. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7 CONTRACTOR'S RESPONSIBILITIES

SC 7.07 Concerning Subcontractors and Suppliers

Add the following new paragraph to Paragraph 7.07:

- N. In accordance with MINN. STAT. 471.425, Contractor shall pay any subcontractor within 10 days of the Contractor's receipt of payment from the Owner.

SC 7.16 Submittals

Amend Paragraph 7.16.B.1.a to read as follows:

Contractor shall submit as a minimum, one electronic copy or as required in the Specifications.

Add the following new paragraph immediately after Paragraph 7.16.B.1.b:

- a. Detailed, dimensioned manufacturer's drawings shall be submitted for all materials, apparatus and machinery, and for such fittings and devices as the Engineer may direct, including but not limited to: manhole/catch basin structures, castings, sewer pipe, watermain, lift stations, and waterworks brass.

Amend Paragraph 7.16.B.3 by striking out the following words:

and approval

Amend the second sentence of Paragraph 7.16.C.1 by striking out the following words:

and approval

Amend Paragraph 7.16.C.2 by striking out the following words:

and approval

Amend Paragraph 7.16.C.3 to read as follows:

Engineer's review of a separate item as such will not indicate acceptance of the assembly in which the item functions.

Amend the first sentence of Paragraph 7.16.C.4 by striking out the following words:

and approval

Amend Paragraph 7.16.C.5 by striking out the following words:

and approval

Amend Paragraph 7.16.C.6 by striking out the following words:

and approval

Amend Paragraph 7.16.C.7 to read as follows:

Neither Engineer's receipt, review or acceptance of a Shop Drawing or Sample will result in such item becoming a Contract Document.

Amend Paragraph 7.16.C.8 to read as follows:

Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

Amend the first sentence of Paragraph 7.16.D.1 by striking out the following words:

and approval

Amend the first sentence of Paragraph 7.16.D.2 to read as follows:

Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required acceptance of an item with no more than two resubmittals.

Amend Paragraph 7.16.D.3 to read as follows:

If Contractor requests a change of a previously accepted Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

SC 7.17 Contractor's General Warranty and Guarantee

Amend Paragraph 7.17.D.5 by striking out the following words:

and approval

ARTICLE 8 OTHER WORK AT THE SITE

SC 8.01 Other Work

Add the following language at the end of Paragraph 8.01.C:

Contractor shall cooperate with all parties to facilitate the prompt completion of all contracts for work at or adjacent to the Site.

SC 8.02 Coordination

Add the following new paragraphs immediately following paragraph 8.02.B:

- C. Contractor is hereby advised that the following work may be performed at or adjacent to the Site by others during the Contract Time:
 - 1. The individual lot owners or their agents may be site grading and/or constructing buildings on the lots adjacent to the proposed streets.
 - 2. Private utility companies may be installing and/or relocating underground facilities.

SC 8.03 Legal Relationships

Add the following sub-paragraph to Paragraph 8.03.B:

3. If Owner performs work for the Contractor, the Contractor must pay Owner for such work with no deduction in Contract amount.

ARTICLE 10 ENGINEER'S STATUS DURING CONSTRUCTION

SC 10.02 Visits to Site

Add the following new paragraph immediately following paragraph 10.02.B:

- C. Throughout the construction phase, regular weekly meetings will be held by the Engineer on site to review progress and to discuss items necessary for an orderly completion of the project. This weekly construction meeting shall include the Owner, Engineer, and Contractor. Contractor's representative must be able to make decisions for the Contractor pertaining to the project. All project conflicts shall be brought to these meetings, including requests for additional payment. Meeting minutes will be provided to all participants as a record of the meeting.

SC 10.03 Resident Project Representative

Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative. Rather, the Engineer will furnish an Observer to represent both the Owner and the Engineer at the Site and to assist Engineer in observing the progress and quality of the Work.

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

- C. The Observer's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. Observer's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The Observer will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to Observer, and if required to do so by such safety programs, receive safety training specifically related to Observer's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.

- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
- 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests*: Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The Observer will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

SC 10.07 Limitations on Engineer's Authority and Responsibilities

Add the following new sub-paragraph to paragraph 10.07.A:

- 1. Insofar as the subject matter of any pertinent claim, dispute, or other matter falls within the realm of the technical expertise of Engineer, Engineer shall not render any decision on any claims, disputes, or other matters the subject matter of which, at Engineer's sole discretion, requires legal, rather than technical interpretation.

Add the following new paragraph immediately following paragraph 10.07.E:

- F. Paragraph 10.07 pertains to the Engineer's responsibilities to the Contractor and its subcontractors, suppliers, and other agents. Nothing in this paragraph shall be construed to limit the Engineer's responsibilities to the Owner, if any, under the Engineer's contract with the Owner.

ARTICLE 11 CHANGES TO THE CONTRACT

SC 11.06 Unauthorized Changes in the Work

Add the following new paragraphs immediately following paragraph 11.06.A:

- B. Except as specifically authorized in writing by the Engineer at the time additional work is done beyond the original scope of the Contract Documents, the Contractor shall make no claims for additional compensation. The Contractor's plea of ignorance of foreseeable conditions which will create difficulties or hindrances in the execution of the Work will not be acceptable

to the Owner as an excuse for any failure of the Contractor to fulfill the requirements of the Contract Documents, and shall not be a basis for the Contractor's claim for additional compensation.

- C. Any discrepancies in or conflicts between the items described in these Contract Documents must be submitted in writing to the Engineer for adjustment prior to proceeding with the Work as any claims for additional compensation to achieve compliance with the requirements of those items will not be allowed or considered.

SC 11.09 Change Proposals

Delete paragraph 11.09.B in its entirety, and replace with the following:

- B. *Change Proposal Procedures:* All Change Proposal procedures shall follow the requirements of MnDOT 1403, Notification for Contract Revisions.

ARTICLE 12 CLAIMS

SC 12.01 Claims

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

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

ARTICLE 13 COST OF WORK; ALLOWANCES, UNIT PRICE WORK

SC 13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety.

ARTICLE 14 TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

SC 14.02 Tests, Inspections, and Approvals

Add the following sub-paragraphs to paragraph 14.02.A:

1. The Contractor shall provide a minimum 48-hour notice to the Observer for any testing that must be observed or accomplished by someone other than the Contractor's personnel. All final tests and inspections shall be performed in the presence of the Observer.
2. Signed copies of all reports on tests shall be sent at once to the Owner, Engineer, and Contractor.
3. Inspection and testing shall in no way relieve the Contractor or supplier from the responsibility of furnishing materials and workmanship in accordance with the Contract Documents.

ARTICLE 15 PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

SC 15.01 Progress Payments

Amend paragraph 15.01.A to read as follows:

Basis for Progress Payments: The Contractor's Bid Unit Prices will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to

Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03.

Delete paragraph 15.01.D and insert the following:

D. *Payment Becomes Due*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor, unless extenuating circumstances exist which would preclude such payment by Owner to Contractor. If such extenuating circumstances exist, then payment shall be made within 45 days after Owner received the Application for Payment.
2. Contractor's acceptance of partial payment constitutes a certification by the Contractor that the Work covered by the partial payment meets the Contract requirements.
3. Contractor must promptly notify the Owner if the Contractor receives an underpayment or overpayment for the Work. The Contractor must refund the Owner any overpayment in response to a request for refund of overpayment within 30 days of the Owner's request. If the Contractor fails to refund overpayment, the Owner may deduct the amount of overpayment from any moneys due or becoming due to the Contractor.

SC 15.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

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

SC 15.05 Final Inspection

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

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

SC 15.06 Final Payment

Add the following new sub-paragraphs to Paragraph 15.06.A:

4. Before final application for payment is made for the Work, the Contractor must make satisfactory showing of compliance with MINN. STAT. 290.92, which requires the withholding of state income taxes for wages paid to employees on this project. Receipt by the Engineer of a certificate of Compliance from the Commissioner of Taxation to the Owner will satisfy this requirement. The Contractor is advised that before such certificate can be issued, the Contractor must first place on file with the Commissioner of Taxation an affidavit that the Contractor has complied with the provisions of MINN. STAT. 290.92. The required affidavit form will be supplied by the Commissioner of Taxation, Centennial Building, St. Paul, Minnesota, on request.
5. Final payment will not be made until the Contractor has filed with the Engineer evidence in the form of an affidavit or such other evidence as may be required that all claims against the Contractor by reason of the Contract have been fully paid or satisfactorily secured. This shall

be in the form of IC134 forms, paid-in-full final lien waivers from the Contractor, subcontractors, and major suppliers, and a Consent of Surety. Such evidence shall precede or accompany the final application for payment. If evidence is not furnished, the Owner may retain out of any monies due said Contractor sums sufficient to cover all lienable claims unpaid.

SC 15.08 Correction Period

Add the following new paragraphs to Paragraph 15.08:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC 6.01.B.1.
- H. With regard to any surface concrete work, including but not limited to sidewalks, curb, gutter, and driveway aprons within the project area, the Contractor shall assume full responsibility for any warranty work unless written approval is provided by the Owner releasing the Contractor for the responsibility for damages. The intent of this provision is to release the Contractor from accepting monetary losses for destruction of surface concrete work due to damages and circumstances beyond control of the Contractor. At no point during the two-year correction period shall this relieve the Contractor's responsibility for correction of the defective work as states above, or as caused by poor construction and defective materials on surface concrete work within the project area. The Owner or engineer shall make the final determination of what work is defective within the project area at any point within the two-year correction period.

ARTICLE 17 FINAL RESOLUTION OF DISPUTES

SC 17.02 Mediation

Add the following new paragraph to Article 17:

17.02 *Mediation*

- A. To resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Contractor and the Engineer agree that all disputes between them arising out of or relating to this agreement shall be resolved, if possible, at the lowest possible staff level. If the individuals with full settlement authority for the Contractor and the Engineer are unable to achieve a resolution, the dispute shall be submitted to non-binding mediation.
- B. The rights and remedies available to the Contractor shall be limited to breach of Contract, and no other cause of action, including, without limitation, negligence, misrepresentation or other tort theory. The Owner or Contractor may assert any such breach of contract claim in any court of competent jurisdiction. Neither the Owner nor the Contractor shall be entitled to a jury trial in any such action.
- C. The rights and remedies to the Owner hereunder shall be in addition to and shall not be constructed in any way as a limitation of any rights and remedies available to the Owner, which is otherwise available by law or contract, by special warranty or guarantee, or by other provision of the Contract Documents.
- D. The provision of Paragraph 17.02 shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it may apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment, termination, or completion of this agreement.

- E. No waiver or failure to enforce any part of provision of the Contract Documents, including but not limited to the change order process, shall be deemed to be waiver by the Owner of any subsequent default or breach of the same or any other part of provision contained herein, or right to enforce the same or any other part or provision contained herein.

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GENERAL REQUIREMENTS

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DIVISION 1

GENERAL REQUIREMENTS

INTRODUCTION

These General Requirements amend or supplement Division I of the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction (2020 Edition). With the exclusion of *Definitions and Terms, Bidding Requirements and Conditions, and Bidding Requirements and Covenants*, unless specifically stated, provisions of MnDOT Division I which are not amended or supplemented **shall not apply** to this Contract.

Where the MnDOT specifications are referred to herein and where a reference to the word "State" is mentioned, it is understood that the word "Owner" is substituted. All reference to the word "Engineer" shall be interpreted as the Engineer for the Owner.

GR - 1 SUMMARY OF WORK

The work to be done under this Contract shall include the furnishing of all labor, materials, tools, and equipment necessary to complete the street construction, watermain, sanitary sewer, storm sewer, grading, and appurtenant work as shown on the Plans and specified herein.

Based on personal examination of the site, the Contractor must satisfy himself as to all local conditions affecting the performance of the contract. The Contractor is considered to accept such conditions as found to exist.

The Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent to the project, by contract or otherwise. Contractor shall conduct his work to impose no hardship on the Owner or others engaged in other work.

The Contractor shall confine his operations to the limits of the construction area as shown on the plans. The City will endeavor to have obtained necessary rights-of-entry, rights-of-way, and easements prior to the Contractor commencing work. Failure to acquire all rights-of-entry, rights-of-way, and easements prior to the start of construction shall not be cause for a request of time extension or additional monies by the Contractor.

The Contractor shall provide for protection, temporary removal and replacement, or relocation of identified obstructions as required for the performance of the work required in these contract documents. No extra payment will be made for this work unless specified in the proposal or special provisions.

Obstructions not shown on the drawings or indicated in the specifications, and requiring relocation, shall be exposed by the Contractor without injury, or if injured, shall be repaired by Contractor at his expense. Removal of such obstruction or its relocation shall be made by the Contractor according to the provisions of the General Conditions.

Should special and/or extraordinary construction methods need to be employed by the Contractor for the completion of the project such as, but not limited to, trench box construction, any special and/or extraordinary construction methods used shall be considered incidental to the project.

GR - 2 WORK SEQUENCE

The Contractor shall:

1. Perform its work in such a manner as to cause the least interference with adjoining property owners and the general public.

2. For each phase of the project, construct work in a sequence that will allow the utility work to follow immediately upon the removal of the bituminous pavement and concrete curb and gutter. Subgrade excavation, subgrade preparation, and placement of aggregate base shall be completed within two weeks of the completion of any utility work. Curb and gutter placement, final aggregate base placement, and the first lift of bituminous pavement shall be placed within two weeks of initial aggregate base placement. All restoration work within the boulevard area shall be completed within two weeks of paving the bituminous base course.
3. Limit the area under construction at any given time to minimize the impacts to adjoining properties and limit the duration that activities will disturb residents on each street.
4. Limit the area under construction to the area(s) indicated on the staging plan, unless approved by the Engineer. Under construction is defined as the time period from bituminous removal to placement of aggregate base.
5. All proposed haul roads must be approved by the Engineer. The Contractor cannot utilize newly paved streets as haul roads. Any damage to existing streets due to unapproved construction use will be repaired at the Contractor's expense.
6. Concrete curb and gutter and bituminous paving crews shall be mobilized to the project whenever a minimum of one working day, but not more than two working days, are satisfactorily prepared for their respective work.

GR - 3 (1401) INTENT OF CONTRACT

The provision of MnDOT 1401 shall apply.

GR - 4 (1402) CONTRACT REVISIONS

The provision of MnDOT 1402 are modified and/or supplemented with the following:

Delete Paragraph 1402.6 in its entirety.

GR - 5 (1403) NOTIFICATION FOR CONTRACT REVISIONS

The provision of MnDOT 1403 are modified and/or supplemented with the following:

Modify the first sentence of MnDOT 1403.6 to read as follows:

If the Contractor disagrees with the Engineer's final written response or the Engineer's response is untimely, the Contractor may pursue a claim in accordance with the General Conditions, Article 12.

GR - 6 (1404) MAINTENANCE OF TRAFFIC

The provisions of MnDOT 1404 are modified and/or supplemented with the following:

Add the following new paragraph to MnDOT 1404.1:

A. Access to Properties

The Contractor shall maintain driveway access to the residents at the end of each day. Each resident must be able to drive their vehicle into the driveway. The only exceptions are:

- During utility installation directly in front of said driveway
- The time after the curb and gutter is poured
- During and immediately after the driveway is restored.

If a driveway access must be closed, the Contractor shall notify the residents a minimum of twenty four (24) hours in advance of the time the access will not be available. The Contractor shall install the proper traffic control to barricade the access at no additional cost to the Owner.

The Contractor shall salvage aggregate or recycled bituminous from the project, or haul approved granular material to the project site, at no additional cost to the Owner for use in ramping the driveways to maintain access.

The Contractor shall accommodate special access needs of the residents (medical needs, working the night shift, etc.) and provide access to driveways and roadways as required.

If access is determined to be unsuitable for individual residences by the Engineer, the Contractor shall make the necessary improvements to reestablish an acceptable access to the property.

The Contractor shall notify the Owner at least one week in advance of any daytime road closures or access restrictions.

GR - 7 (1405) USE OF MATERIALS FOUND ON THE PROJECT

The provisions of MnDOT 1405 shall apply.

GR - 8 (1406) PRESERVATION OF HISTORICAL OBJECTS

The provisions of MnDOT 1406 shall apply.

GR - 9 (1407) FINAL CLEANUP

The provisions of MnDOT 1407 are modified and/or supplemented with the following:

During the progress of the work, the area affected shall be kept clean and free of all rubbish and surplus materials. All unnecessary construction equipment shall be removed from the site and all damage repaired so that the public and adjacent property owners are inconvenienced as little as possible.

Where materials or debris have washed, flowed into, or have been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of during progress of work. All ditches, channels, drains, etc. shall be kept in a clean and neat condition.

On or before the completion of work, the Contractor shall, unless otherwise directed in writing, remove all temporary works, tools and machinery, other construction equipment, or stockpiles placed by the Contractor. The Contractor shall remove all rubbish from any grounds which the Contractor occupied and shall leave all the premises and adjacent properties affected by the operation in a neat and restored condition satisfactory to the Engineer.

Street sweeping (with a pickup broom) will be required periodically. Any material deposited on streets adjacent to the project from construction or hauling operations shall be cleaned as directed by the Engineer. If the Contractor fails to clear adjacent roadways within 24 hours of notification, the Engineer shall arrange to have the roadways cleaned by the Owner and bill the Contractor \$500 per occurrence. The \$500 fee for street sweeping will be deducted from project retainage for each occurrence.

GR - 10 (1408) VALUE ENGINEERING INCENTIVE

The provision of MnDOT 1408 are modified and/or supplemented with the following:

MnDOT 1408 is deleted in its entirety and replaced with the following:

1408 VALUE ENGINEERING INCENTIVE

Value engineering provisions allow the Contractor to initiate, develop, and present cost reduction Proposals involving changes in the Contract requirements to the Owner for consideration.

Value engineering provisions only apply if the Contractor specifically submits a Proposal for consideration as a value engineering Proposal.

The cost reduction Proposals shall produce a net savings to the Contract by providing less costly items or methods than those specified in the Contract without impairing essential functions and characteristics.

The Contractor shall submit value engineering Proposals to the Engineer with the following information:

- (1) A statement that the Contractor is submitting a value engineering Proposal
- (2) A description of the Proposal
- (3) An itemization of the proposed changes to the Contract requirements and a recommendation of how to make each change
- (4) An estimate of the reduction in performance costs that will result from adoption of the Proposal
- (5) A prediction of any effect the proposed changes would have on other costs incurred by the Owner
- (6) A statement of the time by which an agreement for adoption of the Proposal must be executed to obtain the maximum cost reduction during the remainder of the Contract, and the reasoning for this time schedule
- (7) The dates of any previous submissions of the Proposal, including project Owner's name, contact information, and actions taken
- (8) A statement as to the effect the Proposal would have on the time for completion of the Contract

The Owner will not assume any liability for not meeting the statement of the time described in the Contractor's value engineering Proposal. The Contractor may withdraw, in whole or in part, any value engineering Proposal not accepted by the Owner within the period identified in the proposal.

The Owner's acceptance or rejection decision on a value engineering Proposal shall be final and the provisions of the General Conditions, Article 12 will not apply.

The Owner will notify the Contractor in writing of its decision regarding each value engineering Proposal. Until the Owner accepts the Proposal, the Contractor shall continue to perform Work in accordance with the requirements of the Contract. If the Owner accepts the Proposal, the Owner will execute a Change Order setting forth the terms, conditions, and costs of the Proposal. If the Contractor performs any Work performed in accordance with the value engineering Proposal before the execution of the Change Order, the Department will consider that "unauthorized Work" as specified in MnDOT 1512 as modified herein.

The Owner reserves the right to reject any value engineering Proposal.

The Owner will not provide an incentive payment to the Contractor as a result of any net savings from the value engineering Proposal. The Owner may include conditions for consideration, approval, and implementation of the cost reduction Proposal in the Change Order.

The Contractor shall design and develop the Proposal at no additional cost to the Owner.

After the Owner accepts the cost reduction Proposal, any restrictions imposed by the Contractor on its use or disclosure of the information submitted shall be void, and the Owner will have the right to use, duplicate, and disclose any data necessary to use the Proposal.

GR - 11 (1502) PLANS AND WORKING DRAWINGS

The provisions of MnDOT 1502 are modified and/or supplemented with the following:

Drawings provided by the Owner will include the information, as applicable to the project, in accordance with MnDOT 1502. The Owner's Standard Plates, MnDOT's Standard Plates, and MnDOT's Standard Plans may provide supplemental information.

GR - 12 (1504) COORDINATION OF CONTRACT DOCUMENTS

The provisions of MnDOT 1504 are modified and/or supplemented with the following:

Delete the second sentence of the first paragraph of MnDOT 1504 and replace with the following:

If discrepancies exist between the Contract documents, the following order of precedence applies:

1. Addenda,
2. Project Manual,
3. Project Plans,
4. Owner's General Specifications and Standard Plates (if applicable),
5. MnDOT Standard Specifications for Construction, and
6. CEAM Standard Specifications.

GR - 13 (1506) SUPERVISION BY CONTRACTOR

The provisions of MnDOT 1506 shall apply.

GR - 14 (1507) UTILITY PROPERTY AND SERVICE

The provisions of MnDOT 1507 are modified and/or supplemented with the following:

The plans show only known underground utilities, public and private, and the locations are approximate. No assurance is given that additional underground facilities do not exist. The utilities are classified as "Level D" unless the plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Data".

State law requires the Contractor to contact Gopher State One Call (811) for utility locations before doing any underground excavation. The Contractor is responsible for ascertaining the actual location of underground utilities.

All bidders are encouraged to contact the affected utilities prior to submitting a bid to determine the extent of their facilities within the project area and the scope and anticipated schedule of any facility relocation, removal, or adjustment.

Prior to commencing construction, the Contractor shall check all existing manholes, catch basins, gate valve boxes, stop boxes, culverts, and storm sewer lines in the construction zones to determine their condition. Failure to report deficiencies in writing, and have such deficiencies acknowledged in writing by the Engineer, will be cause for any required repairs and/or cleaning to be charged to this Contractor.

The Contractor shall coordinate schedules with the work schedules of the utility owners present within the project limits to avoid delays. This includes delays associated with scheduling conflicts, fees charges by utility owners for construction services, and all time necessary to communicate and work with utility owners within the project limits.

The location, protection, maintenance and/or repair, if damaged, of all in-place utilities shall be the responsibility of the Contractor.

The Contractor must provide a safe Work place for personnel and the utilities, including the payment of any fee charged by the utility for preparing a safe Work area for the Contractor.

Where construction operations require the interruption of service of a utility, the Contractor shall notify the utility at least 48 hours before the interruption and shall advise the utility of the probable time when the service will be restored.

GR - 15 (1508) CONSTRUCTION STAKES, LINE, AND GRADES

MnDOT 1508 is deleted in its entirety and replaced with the following:

1508 CONSTRUCTION STAKES, LINE AND GRADES

The Contractor shall furnish all staking materials of adequate quality for the purpose intended, including all stakes necessary to properly perform the required work. Stakes will consist of wooden hubs and lathe with smooth faces for clear marking, suitable for general field construction staking and shall be durable enough to last the duration of the project without undue weathering so as to make the stake illegible or difficult to read or use. Stakes that become illegible shall be remarked or reset at the Contractor's expense. Staking materials shall be provided by the Contractor prior to the start of construction and shall be stored in a protected, dry location on the project site. Contractor supply of construction survey stakes (hubs and lathe) is incidental, with no direct compensation made.

The Engineer will provide horizontal and vertical control construction staking as follows:

1. Offset stakes placed at 25-foot intervals for the first 100 feet out of each manhole, then 100-foot intervals thereafter for sanitary or storm sewer, with a cut sheet indicating horizontal and vertical distances from the stake to the pipe invert.
2. Offset stakes placed at 50-foot intervals, including changes in direction and appurtenances for watermain construction.
3. Curb and Gutter: 3-foot offset stakes placed at 25-foot intervals with a cut sheet indicating a cut/fill to the proposed top of curb.
4. Reference hubs (blue tops) at approximately 100-foot intervals at a measured distance either side of centerline, including cut or fill instructions for subgrade and/or gravel base.

Construction stakes will not be placed by the Owner until a written request is received from the Contractor giving the Engineer 48 hours' notice, describing where and when the Contractor wants the construction stakes placed for the next week's construction.

The Contractor shall preserve all stakes and marks. If the Contractor carelessly or willfully destroys or disturbs any of the field control states or marks, the Engineer will deduct the Owner's cost for replacing the damaged stakes or marks from the payment for the Work.

The Engineer shall have the right to order the Contractor to have construction stakes replaced if the Engineer determines that a significant number of stakes have been destroyed. The stakes will be set only one (1) time and it will be the responsibility of the Contractor to preserve the stakes. Private utility owners are responsible for staking their own improvements.

The Contractor shall not rely solely upon the construction stakes, and shall fully review the Contract Documents along with the construction stakes. The Contractor shall notify the Engineer of any discrepancies between the Contract Documents and the construction stakes. The Contractor shall not knowingly take advantage of any such discrepancies.

The Contractor is fully responsible for all measurements made from any offset construction stake or measurements made from any stakes and marks established by the Engineer.

No additional compensation shall be allowed the Contractor for any claims of crews being held up because of lack of line and grade stakes.

GR - 16 (1511) INSPECTION OF WORK

The provisions of MnDOT 1511 are modified and/or supplemented with the following:

Any person representing Federal or State agencies, the Engineer, or Owner shall have the right of entry to inspect the Work being performed by the Contractor. If the case warrants, the Contractor shall provide proper facilities for such access and inspection.

The Contractor shall notify the Engineer anytime they anticipate working on this project. No work will be allowed without notifying the Engineer a minimum of 24 hours beforehand.

GR - 17 (1512) UNACCEPTABLE AND UNAUTHORIZED WORK

The provisions of MnDOT 1512 are modified and/or supplemented with the following:

MnDOT 1512.1 is deleted in its entirety and replaced with the following:

1512.1 UNACCEPTABLE WORK

The Owner will consider all Work and Materials that do not meet the Contract requirements, or do not meet generally accepted industry standards if the Contract does not provide specific standards, to be unacceptable.

Unacceptable Work resulting from poor workmanship, use of nonconforming Materials, damage through carelessness, or any other cause existing before final acceptance of the Work shall be handled in the same manner as Defective Work, in accordance with Article 14 of the General Conditions.

GR - 18 (1513) RESTRICTIONS ON MOVEMENT AND STORAGE OF HEAVY LOADS AND EQUIPMENT

The provisions of MnDOT 1513 are modified and/or supplemented with the following:

The Contractor shall limit the roadways utilized for delivery of equipment and for hauling operations. ***Hauling operations will not be permitted to take place on residential roadways except for the roadway segment under construction.***

The Contractor shall provide and use only rubber tire dozers, front end loaders, and other necessary equipment on all work where street pavements or portions of pavements are undisturbed for the protection of the pavements or in such locations as the Engineer may direct.

No compensation will be allowed to the Contractor for replacement of damaged utilities and resurfacing or replacing damaged pavements.

GR - 19 (1514) MAINTENANCE DURING CONSTRUCTION

The provisions of MnDOT 1514 shall apply.

GR - 20 (1515) CONTROL OF HAUL ROADS

The provisions of MnDOT 1515 shall apply.

GR - 21 (1601) SOURCE OF SUPPLY AND QUALITY

The provisions of MnDOT 1601 shall apply.

GR - 22 (1603) MATERIALS: SPECIFICATIONS, SAMPLES, TESTS, AND ACCEPTANCE

The provisions of MnDOT 1603 are modified and/or supplemented with the following:

Delete the first paragraph of MnDOT 1603.2 and replace with the following:

Testing of materials and/or densities shall be completed to assure quality of materials and/or workmanship. The Observer will coordinate and order the tests to be performed. Initial testing of materials and/or densities, in accordance with the requirements below, will be paid for by the Owner. Any retesting due to failures shall be at the expense of the Contractor.

Schedule of Materials Control

TRENCH BACKFILL AND SUBGRADE DENSITY TESTING			
Location	Depth Below Aggregate Base	Minimum Required Compaction	Density Requirements
Green Areas	All Depths	95%	1/1,000 LF at various depths
Longitudinal Trench	0-3 FT	100%	1/500 LF at various depths
	3+ FT	95%	
Transverse Trench	0-3 FT	100%	1/250 LF every 2 ft vertical
	3+ FT	95%	
Subgrade	0-3 FT	100%	1/500 LF
	3+ FT	95%	

AGGREGATE BASE AND SELECT GRANULAR TESTING		
Test Type	Frequency	Test Requirements
Gradation: Aggregate Base	1/4,000 tons	2 tests minimum per source
Gradation: Select Granular	1/10,000 tons	1 test minimum per source
Density Testing	1/500 LF	100% Density of Standard Proctor or Penetration Index Method
Proof Roll	All	Top of Subgrade and Aggregate Base

CONCRETE TESTING						
Structure	Mix Designation	Testing Frequency	# of 28 Day Cylinders	Required 28 Day Compressive Strength (PSI)	Slump Range	Air Content
Hand-Formed Curb & Gutter and Flatwork	3F52	1/100 CY	3	4,500	2 - 5"	5 - 8.5%
Slip-Formed Curb & Gutter and Flatwork	3F32	1/100 CY	3	4,500	1/2 - 3"	5 - 8.5%

BITUMINOUS TESTING				
PLEASE SEE DIVISION 2 OF PROJECT MANUAL FOR REQUIRED TESTING METHOD				
Density Testing Method	Density Test	Test Rate	Mix Tests	Mix Test Rate
Maximum Density	Nuclear Density	1 per 500 LF	MnDOT Gyratory Mix Properties	1 / mix type / day
	Density Cores	1 Companion Per Lot	MnDOT Gyratory Mix Properties	
Quality Compaction	Roll Pattern	1 / mix type / project	Extraction & Gradation	

The rates of testing to be completed may be adjusted as determined by the Engineer.

The Contractor shall make an earnest effort to dry soils that exceed the optimum moisture content requirements as specified in MnDOT 2106.3F1. This work is incidental to the project bid and shall include, but is not limited to, "farming" the soils with a disc or blade to allow natural drying, and/or mixing or replacement of the wet soil with dry soil from another area of the site.

The location of the subgrade testing will be at the direction of the Engineer. The Owner shall bear the initial cost of the testing. If, however, sections of the roadway fail and retesting is required, the cost of this additional testing shall be at the Contractor's expense.

Subject to prior approval by the Engineer, the Contractor may exceed the maximum slump requirements only with the addition of a water reducing agent (super plasticizer). The use of water to exceed the maximum slump requirements is not allowed. The use of plasticizers and/or water reducers shall be at the Contractor's expense.

Bacteria tests on watermain will be the responsibility of the Contractor and shall be considered incidental. Bacteria testing of watermain field samples shall be completed by an independent testing company.

Add the following new paragraph to MnDOT 1603.2:

Copies of all test results, either passing or failing, shall be provided to the Observer, Owner, and Engineer. Failing test results shall be retested to confirm compliance with the project specifications.

GR - 23 (1606) STORAGE OF MATERIALS

The provisions of MnDOT 1606 are modified and/or supplemented with the following:

The Contractor shall be responsible for identifying and providing a project storage area.

Any disturbed area shall be cleaned up and fully restored to the pre-existing condition prior to closing out this project. The Contractor shall be required to install protective fencing and silt fence around the storage area. The protection, cleanup, and restoration of the project storage area shall be the Contractor's responsibility; no compensation will be made for this work. It is anticipated that all work, including stockpiling of materials, will be completed within the roadway right-of-way.

The Contractor is hereby advised that the only materials that will be allowed to be stockpiled within project limits are materials which will be incorporated into the project and then only in the quantity needed. Materials cannot be stockpiled which are for use on other projects. This specification applies to manufactured and natural materials.

GR - 24 (1607) HANDLING MATERIALS

The provisions of MnDOT 1607 shall apply.

GR - 25 (1608) UNACCEPTABLE MATERIALS

The provisions of MnDOT 1608 shall apply.

GR - 26 (1609) DEPARTMENT PROVIDED MATERIAL

The provisions of MnDOT 1609 shall apply.

GR - 27 (1701) LAWS TO BE OBSERVED

The provisions of MnDOT 1701 are modified and/or supplemented with the following:

The Contractor shall not discriminate against prospective employees because of age, race, color, sex, creed, religion, nationality, or disability.

Delete MnDOT 1701.2 in its entirety and replace with the following:

1701.2 WORKER CONDUCT

The Owner intends to provide a workplace free of violence, threats of violence, harassment, and discrimination. The Owner has zero tolerance for violence in the workplace. Contractors shall maintain a workplace free of violence, harassment, and discrimination. The Contractor must immediately remove from the Project any employee of the Contractor or a Subcontractor in violation of these requirements.

Delete MnDOT 1701.3 in its entirety.

Delete MnDOT 1701.5 in its entirety and replace with the following:

1701.5 PROMPT PAYMENT AND RETAINAGE

A. Prompt payment of Subcontractors is required by MINN. STAT. 471.425.

The Contractor must pay a Subcontractor no later than ten days after receiving payment from the Owner for undisputed Work provided by that Subcontractor. If the Contractor fails to pay a Subcontractor on time, then the Contractor must pay interest, at the rate of 1.5 percent per month or any part of a month, to the Subcontractor on the undisputed amount not paid on time. For an unpaid amount under \$100, the Contractor must pay the actual interest penalty (calculated at 1.5 percent per month) or \$10, whichever is greater.

MINN. STAT. 471.425, subdivision 4a. also provides that a Subcontractor who prevails in a civil action to collect interest penalties from a prime Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

A. Payment of retainage is governed by MINN. STAT. 337.10, and 15.72.

The Contractor may not withhold more than 5 percent in retainage from a Subcontractor, as provided by MINN. STAT. 337.10 subdivision 4(b). The Contractor must pay any retainage no later than 10 Calendar Days after the Contractor receives payment of retainage from the Owner, unless there is a dispute about the Work under a subcontract. If there is a dispute about the Work under a subcontract, the Contractor must pay out retainage to any Subcontractor whose Work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected Subcontractor.

GR - 28 (1702) PERMITS, LICENSES, AND TAXES

The provisions of MnDOT 1702 are modified and/or supplemented with the following:

The following permits will be acquired by the Owner (except as noted). The Contractor is required to follow the provisions of all permits:

Minnesota Pollution Control Agency (MPCA):

This Contract requires a Construction Stormwater General Permit (CSG Permit) administered by the MPCA. The Contractor shall become a co-permittee with the Owner to ensure compliance with the State of Minnesota Construction Stormwater General Permit (MNR100001), which is part of the National Pollutant Discharge Elimination System (NPDES) and the State Disposal System (SDS) Program. This permit establishes conditions for discharging storm water to waters of the State from construction activity disturbing one or more acres of total land area.

By completing the online CSG Permit application, the Contractor must ensure compliance with the terms and conditions of the permit that reference the "operator."

The Contractor shall cooperate with the Owner to implement a fully-documented inspection and maintenance program for all temporary erosion and sediment control measures as required by the Permit.

Minnesota Pollution Control Agency (MPCA):

The Owner has submitted a completed application to the MPCA for a Sanitary Sewer Extension Permit.

Minnesota Department of Health:

The Owner has submitted plans and specifications to the Minnesota Department of Health as required for Watermain Plan Review.

Chisago County:

The Contractor is responsible for registering with Chisago County and MnDOT and obtaining the necessary permits for hauling along County and State Roadways.

Minnesota Department of Natural Resources (DNR):

The Contractor shall acquire a DNR Water Appropriations permit if any dewatering becomes necessary.

In the event the Owner is fined by the Minnesota Pollution Control Agency, Environmental Protection Agency or Minnesota Department of Health as a result of the Contractor's actions or lack of actions, the Owner will deduct from payment due the Contractor corresponding amounts to cover the cost of such fines, including the costs of related engineering and legal fees.

GR - 29 (1706) EMPLOYEE HEALTH AND WELFARE

The provisions of MnDOT 1706 are modified and/or supplemented with the following:

The Contractor, at their own expense, shall provide and maintain temporary toilet facilities at the site during the construction period sufficient for the scheduled workforce. The Contractor and Engineer shall agree to the location of the temporary toilet facilities.

The Contractor must not use motor vehicle Equipment that has an obstructed rear view unless the vehicle has a reverse alarm that is audible above the surrounding noise level; or an observer signals to the operator that it is safe to reverse.

Areas of special concern include, but are not limited to, excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection, confined space safety, blasting operations, and personal safety devices.

GR - 30 (1707) PUBLIC CONVENIENCE AND SAFETY

The provisions of MnDOT 1707 are modified and/or supplemented with the following:

Regular working hours will be from 7:00 a.m. to 7:00 p.m., Monday through Friday; and 8:00 a.m. to 5:00 p.m. on Saturday. The Contractor shall not be permitted to work on Sundays or holidays, except in the case of emergencies. Requests for modification of working hours must be approved by the Owner. The Contractor shall submit all requests in writing to the Engineer. The Contractor shall structure the proposed project schedule based on the stated working hours.

The Contractor shall comply with local and state ordinances on noise abatement. All equipment shall have effective mufflers on engine exhaust systems.

The Contractor shall be required to accommodate garbage collection while the project is under construction. Coordination shall include contact with the garbage companies service the area and maintaining access to the individual residences. If the Contractor fails to accommodate garbage collection, the Contractor shall contract independently to have the garbage removed at no cost to the Owner.

The Contractor shall provide any barricades, fences or other means of protection necessary to properly execute the work and adequately protect its employees, employees of the Owner, employees of the

Engineer, and members of the public according to federal, state, and local regulators. All utility trenches shall be backfilled at the end of each working day to the satisfaction of the Engineer. All labor and materials necessary to comply with these provisions are incidental, and no payment shall be made.

All labor and materials necessary to comply with these provisions are incidental, and no payment shall be made.

The Contractor shall ensure that employees and Subcontractors do not display items such as, but not limited to, flags, banners, and symbols on the Project Site, that may disrupt the proper prosecution of the Work, impede public safety, or create a distraction for the traveling public.

GR - 31 (1710) TRAFFIC CONTROL DEVICES

The provisions of MnDOT 1710 shall apply.

GR - 32 (1712) PROTECTION AND RESTORATION OF PROPERTY

The provisions of MnDOT 1712 are modified and/or supplemented with the following:

The Contractor shall protect, and/or remove and reinstall all fences, street signs, retaining walls, and other items required to construct the proposed improvements. Work associated with protecting, and/or removing and reinstalling fences, street signs, lawn irrigation systems, and other items shall be considered incidental to the project unless specific bid items are included.

The Contractor shall take whatever steps necessary to protect adjoining properties and structures from hazards due to performance of the work. The Contractor is responsible for any and all damage to properties and structures that occur as a result of the Contractor's operations.

The street and utility construction may occur in close proximity to a number of existing structures. The Contractor shall use shoring or other means as necessary to ensure that those structures are protected during construction.

Existing residences may not be of modern construction and are thus sensitive to vibrating equipment. The Contractor shall take care when utilizing vibratory equipment to avoid damage to adjoining structures. Damage to structures resulting from the use of vibratory equipment are the responsibility of the Contractor. In the event of a complaint or perceived problem, a seismograph will be required to be provided at the Contractor's expense.

All labor and materials necessary to comply with the provisions of this section are incidental, and no payment shall be made.

Delete Paragraph MnDOT 1712.1.A in its entirety and replace with the following:

A. Monuments

The Contractor shall preserve all land and property corner monuments, Right-of-way monuments, and vertical and horizontal control point monuments in the vicinity of the Work. The Owner will mark all such monuments the Owner is aware of prior to construction. The Contractor shall notify the Engineer of any monument, whether the Owner has marked them or not, which the Contractor may disturb, in sufficient time to allow the Engineer to establish ties to the corner. The replacement of monuments removed by the Contractor shall be completed by the Owner at the Contractor's expense.

GR - 33 (1716) CONTRACTOR'S RESPONSIBILITY FOR WORK

The provisions of MnDOT 1716 are modified and/or supplemented with the following:

The Contractor shall guarantee and maintain the stability of all work, equipment and materials for a period of two years from the date of Notice of Acceptability of Work. The Contractor shall provide as part of the contract security a separate two-year maintenance bond to be dated to begin the date of Notice of Acceptability of Work. The provisions of this paragraph shall not be construed as restricting Contractor's liability for breach of contract by reason of non-conformance with the specification for defects or faulty workmanship.

GR - 34 (1717) AIR, LAND, AND WATER POLLUTION

The provisions of MnDOT 1717 are modified and/or supplemented with the following:

Pollution of natural resources of air, land, and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (MPCA) and MnDOT 1717, 2573 and 2575.

Add the following requirements to MnDOT 1717.1.D:

The Contractor shall be responsible for dust control.

Water for construction purposes may be obtained from the City of North Branch. The Contractor shall make suitable arrangements with the Public Works Department for the location where water may be obtained. The City will not charge for reasonable amounts of water for dust control, filling mains, and flushing mains. Water for all other uses will be charged. Contact the Public Works Supervisor for current water rates. The City must be notified twenty four (24) hours in advance of any water usage.

The Contractor will be responsible for developing a dust control plan that shall include, but not be limited to, the following dust control measures:

1. Minimize period of exposed or graded areas.
2. Spraying construction areas and haul roads with water or calcium chloride.
3. Minimize use of vehicles on unpaved surfaces.
4. Covering or spraying material piles and trucks.
5. Street sweeping.
6. Using natural or artificial wind breaks.

The Owner has the right to perform this work out at the Contractor's expense if the work is not completed in a timely manner according to the Engineer. The Owner will deduct from payment due to the Contractor for all corresponding amounts to cover the cost for dust control measures.

Add the following requirements to MnDOT 1717.2:

D. MPCA Construction Storm Water Permit

By signing the Proposal and completing the electronic online NPDES CSW permit, the Contractor is a co-permittee with the Owner and must ensure compliance with the terms and conditions of the Construction General Storm Water Permit (MN R100001). The Contractor is responsible for those portions of the permit referencing the "operator". This permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb one acre or more of total land area. A copy of the permit is available at <https://www.pca.state.mn.us/water/construction-stormwater>, or by calling (651) 296-3890. The Owner will apply and pay for the NPDES Permit on this Project.

The Contractor is not authorized to perform any Project Work which disturbs soil or which involves Work in waters of the State until the Permit is in effect and the Owner has received the required documentation.

Contractor must provide an Erosion Control Supervisor as per MnDOT 2573.3. The Contractor is solely responsible for all inspections, maintenance, and records required in Section 11 of the General

Permit. Immediately notify the Engineer of site visits by Local Permitting Authorities performed in accordance with Section 24.10 of the Permit. The Contractor must obtain the Engineer's approval before starting any Work required by regulatory authorities which (1) the Contractor believes will result in additional compensation from the Owner; or (2) will impact the design or requirements of the Contract documents or impact traffic.

The Contractor must use Best Management Practices to help minimize turbidity of surface waters and relieve runoff from extreme weather events. The Contractor must report a stormwater sediment release from the Project Site to the Minnesota Duty Office (1-800-422-0798) at the time the Contractor or Owner discovers the release. The Contractor must also immediately contact the Minnesota Duty Officer during any emergency situation involving an uncontrolled stormwater release.

Erosion control shall be placed and maintained by the Contractor as directed by the Engineer. The Contractor shall use the appropriate means of control for individual situations. The erosion control types may include but are not limited to silt fence, fiber blanket, rock construction entrances, diversion ditches, and catch basin inlet protection, all of which will be considered incidental to the project cost unless a bid item is provided in the Bid Form. Failure to maintain the erosion control will be sufficient cause to withhold further payments on the project until the maintenance is complete.

The erosion control measures for the project have been identified in the plan set and the NPDES Stormwater Pollution Prevention Plan (SWPPP); however, modifications can be made depending on actual site conditions.

Emergency Best Management Practices must be enacted to help minimize turbidity of surface waters and relieve runoff from extreme weather events.

All manholes shall be protected from surface water drainage. All storm sewer systems shall be protected from sedimentation, along with downstream ponding areas. All catch basins shall be protected with approved means of protection, immediately following construction. Areas of pervious pavement adjacent to the project area shall be protected from sedimentation.

Prior to final acceptance of the project or the end of the warranty period, as applicable, the Contractor shall remove all erosion control items.

GR - 35 (1801) SUBLETTING OF CONTRACT

The provisions of MnDOT 1801 are modified and/or supplemented with the following:

Modify the first sentence of the second to the last paragraph of MnDOT 1801 to read as follows:

The Contractor must ensure that the subcontracts at least contain the following (if required by the Contract):

GR - 36 (1802) QUALIFICATIONS OF WORKERS

The provisions of MnDOT 1802 shall apply.

GR - 37 (1804) PROSECUTION OF WORK

The provisions of MnDOT 1804 are modified and/or supplemented with the following:

Delete the first sentence of the first paragraph of MnDOT 1804.1.

Delete the third and fourth paragraphs of MnDOT 1804.1 and replace with the following:

Should the Contractor fail to maintain satisfactory progress, the Engineer will require that the Contractor provide additional resources (e.g., labor, Materials, Equipment) as necessary to bring the Work up to the level of progress required in the current accepted Progress Schedule to ensure completion of the Work within the time(s) specified in the Contract.

GR - 38 (1805) METHODS AND EQUIPMENT

The provisions of MnDOT 1805 shall apply.

GR - 39 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The provisions of MnDOT 1806.1 are deleted in their entirety and replaced with the following:

1806.1 GENERAL

The Contractor shall prosecute the Work continuously and effectively, with the least possible delay, to the end that all Work is completed within the Contract Time.

If the Owner grants an extension of the Contract Time, the extended time for completion will be in full force and effect as though it was originally specified.

The project schedule has been set to accommodate sufficient time for private utility relocation and weather delays. It is the Contractor's responsibility to complete the project within the assigned schedule. No extension of time will be granted for weather conditions typical to the time of year the work is undertaken.

Provide 48-hour notice prior to installing traffic control signs. The Contractor shall schedule work to occur continuously to avoid delays. The Contractor shall coordinate schedules with all utility owners within the project limits.

Delete MnDOT 1806.2 in its entirety.

GR - 40 (1807) FAILURE TO COMPLETE THE WORK ON TIME

The provisions of MnDOT 1807 are modified and/or supplemented with the following:

Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial loss and other losses if the work is not completed within the times specified by the Owner, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner as follows:

- The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.

The monetary deductions as set forth above may apply equally, separately and may be assessed concurrently with other damages as described in these special provisions and the MnDOT Standard Specifications for Construction.

The Contractor will be subject to an hourly charge for failure to maintain the traffic control devices as set forth in these Special Provisions. Non-compliance charges, for each incident, will be assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.

The Contractor will be subject to an hourly charge for failure to (1) install and/or maintain the erosion control devices and (2) correct adverse erosion impacts; all as set forth in the Minnesota Department of Transportation Standard Specifications for Construction, these Special Provisions, appropriate permits incorporated herein by reference and/or attachment, and the direction of the Engineer. Non-compliance charges, for each separate incident, will be assessed at a rate of \$200.00 per day that the Contractor has not installed or repaired erosion control devices (including turf establishment) with twenty-four (24) hours after receiving notice.

Assessment of the aforesaid non-compliance charge for failure to install and/or maintain the erosion control devices required is not intended to nor shall it be construed to be in lieu of applicable civil or criminal non-compliance penalties assessed against the Contractor as co-permittee by other governmental or regulatory agencies.

Failure to install erosion or sediment control measures when ordered by the Project Engineer will result in withholding of partial estimates from related work and/or a penalty of \$1,000.00 per calendar day will be deducted from any monies due or coming due to the Contractor for failure to complete this work.

GR - 41 (1901) MEASUREMENT OF QUANTITIES

The provisions of MnDOT 1901 shall apply.

GR - 42 (1902) SCOPE OF PAYMENT

The provisions of MnDOT 1902 are modified and/or supplemented with the following:

Modify the second sentence of MnDOT 1902 to read as follows:

This includes compensation for all risk, loss, damage, and expense incurred by the Contractor for performing the Work required by the Contract subject to the General Conditions.

GR - 43 (1903) COMPENSATION FOR ALTERED QUANTITIES

The provisions of MnDOT 1903 are modified and/or supplemented with the following:

The Owner reserves the right to reduce certain quantities or delete certain items from each section of the bids as the Owner sees fit, either before or after the Award of Contract.

There will be no additional compensation due to remobilization of equipment as necessary to complete punch list items or other items not completed by the Contractor.

There will be no additional compensation due to restocking charges for materials not used on the project.

All payments will be by the unit price bid times the actual number of units installed and accepted.

GR - 44 (1908) FINAL ESTIMATE AND PAYMENT – CONDITIONS AND PROCESS

MnDOT 1908 is deleted in its entirety and replaced with the following:

1908 FINAL ESTIMATE AND PAYMENT – CONDITIONS AND PROCESS

Absent complete and legally effective releases or waivers of all Lien rights arising out of the Work, and of Liens filed in connection with the Work, the Owner may retain out of any monies due said Contractor sums sufficient to cover all unpaid liens/claims.

The Owner cannot make final payment to the Contractor until the Contractor demonstrates that it and all its Subcontractors have complied with the Income Tax withholding requirements of Minnesota

Statutes, section 290.92 for wages paid for Work performed under the Contract. To establish compliance, the Contractor must submit a "Contractor Affidavit" either online or in paper form (IC134) to the Minnesota Department of Revenue. The Contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the Work performed on the Contract have been paid. The Contractor must then provide this written certification to the Owner to receive final payment.

Every Subcontractor working on the Project must submit an approved "Contractor Affidavit" from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is advised to obtain the certification from each Subcontractor as soon as the Subcontractor completes Work on the Project. Experience has shown that waiting until the Project is complete to obtain the forms from all Subcontractors is likely to result in significant additional Work for the Contractor as it will be difficult or impossible to collect all forms.

The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all Subcontractors to attend the "Employment Taxes & Employer Responsibilities Seminar" or similarly offered classes. You can find a schedule and more information on the Department's website at: <https://www.revenue.state.mn.us/sites/default/files/2019-05/Employment%20Taxes%20Seminar%20Flyer.pdf>.

Complying with this requirement is considered part of the Work under this Contract. The Department will enforce this requirement equally with all other Contract requirements. Contractor delay in complying with this requirement will cause the Department to delay final payment and Contract Acceptance. The Department may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

Contractor Affidavit requirements and Form IC134 can be found here:
<https://www.revenue.state.mn.us/contractor-affidavit-requirements>.

GR - 45 (1910) COST ESCALATION

The provisions of MnDOT 1910 shall apply.

This contract requires strict adherence to the (1910) Fuel Escalation Clause. It is the contractor's responsibility to make himself/herself familiar with it. The (1910) Fuel Escalation Clause is available via the internet at: <http://www.dot.state.mn.us/pre-letting/prov/order/fuel-esc.pdf>.

DIVISION 2

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DIVISION 2

SPECIFICATIONS

2021 MOBILIZATION

The provisions of MnDOT 2021 are modified and/or supplemented as follows:

2021.5 BASIS OF PAYMENT

The Contractor shall assume multiple mobilizations (incidental) for clearing and grubbing operations.

Payment will be made based on the following schedule, with partial payments in accordance with MnDOT Table 2021.5-1:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2021.501	MOBILIZATION	LS

2101 CLEARING AND GRUBBING

The provisions of MnDOT 2101 are modified and/or supplemented as follows:

Delete Paragraph 2101.1 in its entirety and replace with the following:

2101.1 DESCRIPTION

This work consists of removing and disposing of the trees, brush, stumps, roots, and other plant life, including dead and decayed matter, within the construction area designated for removal by the Contract or as directed by the Engineer. No trees shall be removed unless approved by the Engineer.

2101.3 CONSTRUCTION REQUIREMENTS

The Contractor shall assume multiple mobilizations for this Work.

B. Clearing Operations

All trees, stumps, brush, etc. shall be cleared within two (2) feet of the edges of proposed sidewalks and trails. The only exception will be for hardwood specimen trees or other exceptional items of high significant value, as determined by the Engineer.

C. Grubbing Operations

All depressions resulting from grubbing operations shall be filled and compacted within seven (7) days (incidental). The top four (4) inches shall be topsoil borrow material and the disturbed areas shall be temporarily seeded until such time as sod or final seed is placed.

D. Disposal Limitations

No disposal of debris shall be allowed on-site unless authorized by the Engineer.

2101.4 METHOD OF MEASUREMENT

B. Area Basis

Modify the first sentence of MnDOT 2101.4.B to read as follows:

If the contract specifies the unit as an acre, the Engineer will determine quantities by measuring, to the nearest 0.05 acre, all areas cleared and all areas grubbed within the limits as shown on the plans or staked by the Engineer.

2101.5 BASIS OF PAYMENT

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2101.502	CLEARING	EACH
2101.502	GRUBBING	EACH
2101.505	CLEARING	ACRE
2101.505	GRUBBING	ACRE

2104 REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

The provisions of MnDOT 2104 are modified and/or supplemented as follows:

2104.3 CONSTRUCTION REQUIREMENTS

B.1 Haul Salvaged Materials

Salvaged Materials, not required for installation elsewhere under this Contract, shall be loaded and hauled to the designated storage area(s) where they shall be unloaded and deposited in a manner satisfactory to the Engineer.

B. Removal Operations

Removals made by sawing, shall result in a neat, straight line, or a square edge. The use of wedges driven into the saw cut to break off the portion to be removed will not be permitted.

C.6 Miscellaneous Items

Driveways and walks disturbed by construction shall be replaced as directed by the Engineer. The Contractor will be required to remove the existing driveway pavement and walk to the limits marked by the Engineer. The Contractor shall then excavate and dispose of the amount of material required to allow for the new driveway and walk section.

Sign removals shall include removal of signs on existing sign posts and signs that are connected to utility poles.

To accommodate matching of bituminous wear course following the freeze-thaw cycle, bituminous pavement milling shall be considered incidental to the new pavement. No separate payment will be made for this work. Disposal of the millings shall be the responsibility of the Contractor.

Add the following new paragraphs to MnDOT 2104.3.C:

C.7 Concrete Curb and Gutter

All concrete curb and gutter scheduled for removal and marked by the Engineer in the field shall first be saw cut, using a wet saw, and then removed.

The Contractor shall be responsible for protecting curb and gutter within the project that is to remain in place. Any damage to existing curb and gutter shall be the responsibility of the

Contractor, and shall be repaired or replaced as directed by the Engineer with no additional compensation thereto.

C.8 Pipe Removal

Removal of storm sewer pipe and culvert, as noted in the plans, shall be in manner and at the stage of construction so that drainage will be maintained.

Add the following new paragraph to MnDOT 2104.3:

F. Abandon Operations

Sanitary sewer, storm sewer, and/or watermain pipe that is to be abandoned shall be filled with a granular or other approved material and capped watertight. Filling and capping of the abandoned pipe shall be included in the unit price for abandonment.

Manhole structures that are to be abandoned shall first have the cone section removed (to a depth specified by the Engineer) (incidental) and then filled with granular or other approved material to the top of the barrel section. The remainder of the backfilling shall consist of the native soils. Abandoning a manhole is not allowed unless specifically called for in the plans.

2104.4 METHOD OF MEASUREMENT

B. Length

The Engineer will measure abandonment of pipe by length of pipe sealed and abandoned as specified.

2104.5 BASIS OF PAYMENT

Measurement and payment for the removal and disposal of materials will be made only for those items of removal work specifically included for payment as such in the Bid Form and as listed in the Plans.

All costs of hauling salvaged materials shall be included in the cost of salvaging the material.

Payment at the Contract bid price per linear foot of abandoned pipe shall be payment in full for all costs involved.

Saw cutting necessary for the removal of sidewalks, trails and concrete curb and gutter shall be considered incidental with no direct compensation made.

Payment for the removal of concrete curb and gutter shall include the concrete removal, sawcutting at any match points with existing curb and gutter, salvaging/stockpiling of topsoil and backfill material, and the disposal of removal materials. Reinstallation of topsoil and back fill material shall be included with the new concrete curb and gutter bid items. Payment for removal of integral curb shall be included in contract price bid for pavement removal.

Payment for removal and salvaging of existing signs shall be made per post removed/salvaged. No additional payment will be made for multiple signs on a single post. No additional payment will be made for signs mounted on multiple posts.

Removal of hydrant shall include the removal of the hydrant assembly from the hydrant gate valve to the hydrant including the watermain lead and existing hydrant gate valve. Removal of the gate valve, if any, will not be paid separately.

Payment for the removal of manholes and drainage structures shall include the entire manhole from (and including) the base slab to (and including) the frame and ring casting. The Contractor shall first offer the

existing casting to the Owner prior to removal and disposal. Salvaging of the casting shall be considered incidental to the manhole and drainage structure removal items.

Removal of hydrant shall include the removal of the hydrant assembly from the hydrant gate valve to the hydrant

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2104.502	REMOVE MANHOLE	EACH
2104.502	REMOVE GATE VALVE & BOX	EACH
2104.502	REMOVE HYDRANT	EACH
2104.502	REMOVE DRAINAGE STRUCTURE	EACH
2104.502	REMOVE SIGN	EACH
2104.502	SALVAGE SIGN	EACH
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F
2104.503	REMOVE WATER MAIN	L F
2104.503	REMOVE SEWER PIPE (STORM)	L F
2104.503	REMOVE SEWER PIPE (SANITARY)	L F
2104.503	REMOVE CURB & GUTTER	L F
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y
2104.504	REMOVE BITUMINOUS PAVEMENT	S Y
2104.518	REMOVE CONCRETE WALK	S F
2104.603	ABANDON STORM SEWER	L F
2104.603	ABANDON SANITARY SEWER	L F
2104.603	ABANDON WATER MAIN	L F

2106 EXCAVATION AND EMBANKMENT – COMPACTED VOLUME METHOD

The provisions of MnDOT 2106 are modified and/or supplemented as follows:

2106.1 DESCRIPTION

Add the following new paragraph to MnDOT 2106.1:

A. Dewatering

The Contractor shall provide groundwater excavation dewatering as necessary to allow for construction on a stable foundation. The work potentially involves the drawdown of the water table (using wells or other means), placement of temporary barriers, or other satisfactory types of water control to allow for construction and to protect the improvements. Dewatering operations are controlled by permit from the DNR or other agencies. Dewatering operations must be in accordance with the MnDOT 2573. Rerouting surface water is not considered dewatering and is incidental.

The Contractor is responsible for application for any necessary permits and compliance with all conditions of permits. The Contractor shall also be responsible for noise control during dewatering as directed by the Engineer.

The Contractor shall make their own determination as to the extent of the groundwater on the project prior to bidding. No additional compensation will be made for a higher-than-expected groundwater table or any compliance requirements from regulatory agencies.

Dewatering systems and excavations must remain inside construction limits.

2106.2 MATERIALS

A.4 Excavation – Muck

Includes material at the top of the subgrade (as defined as the bottom of the granular material by MnDOT 2106.1.A.3) deemed unsuitable by the Engineer. Removal of unsuitable material must be directed by the Engineer prior to the start of excavation. This item does not include the removal of unsuitable soil encountered during the utility installation.

A.5 Excavation – Channel and Pond

Excavation – channel and pond includes topsoil excavation.

B.1 Common Embankment

Delete the second paragraph of MnDOT 2106.2.B.1 and replace with the following:

Select Grading Material used for Common Embankment may contain up to 100 percent recycled Materials composed of recycled concrete (maximum of 75 percent), recycled asphalt, or glass (maximum of 10 percent). The bitumen content must be 3.5 percent or less.

B.3 Select Granular Embankment

Select Granular Material in accordance with MnDOT Table 3149.2-1 for use as Select Granular Embankment shall also be free-draining, non-recycled (virgin) sand with 100% passing the 3/8 inch sieve.

2106.3 CONSTRUCTION REQUIREMENTS

A. General

Where connection to an in-place roadway is made: at the termini of new road construction, cut vertically to the bottom of in place surfacing. Then, cut back within the construction limits at a 1:20 (Vertical:Horizontal) taper to the bottom of the recommended subgrade excavation.

Mining of materials for removal from the project area and replacement with less desirable materials by the Contractor shall not be permitted.

Management of the excavated materials on the site is the Contractor's responsibility. All suitable material shall be utilized for roadway construction. Excess material shall remain onsite for use as backfill for unsuitable material excavation. Remaining excess material shall become property of the Contractor. The Contractor is responsible to determine how much excess material shall remain onsite during grading operations.

B. Contractor Quality Control (QC) Testing and Aggregate Certification

Correct areas represented by failing QC or Quality Assurance (QA) tests. Submit test results to the Engineer within one business day.

C. Moisture Control

Note that optimum moisture content determination tests and moisture tests during compaction are required for all compaction requirements, including quality compaction, LWD, penetration index, and specified density.

The Owner's proctor test results are used to determine optimum moisture determination.

E. Excavating Operations

Muck excavations shall be performed for the removal of any unstable or unsuitable materials which may be encountered. Such excavations shall be backfilled with suitable excess material generated from the common excavation, or granular embankment material as directed by the Engineer. If the Contractor proceeds without the approval of the Engineer, all work and material required for restoration of the roadbed to the proposed grade shall be at the Contractor's expense.

I. Finishing Operations

Common Topsoil Borrow meeting the requirements of MnDOT 3877.2.A shall be used only when specifically authorized by the Engineer. It shall only be used when there is not sufficient in place topsoil to restore the disturbed area. This work shall not be substituted for the work required of the Contractor to salvage and replace existing topsoil.

All topsoil (salvaged and borrow) shall be free of all sticks, rocks/stones, and debris. Topsoil shall be of a consistency acceptable to the Engineer.

Excess topsoil may be disposed of outside the road core as directed by the Engineer.

2106.4 METHOD OF MEASUREMENT

B. Embankment Material

Granular embankment shall be used only as directed by the Engineer.

Add the following new paragraph to MnDOT 2106.4:

D. Dewatering

The Engineer will measure dewatering by the lump sum. No additional compensation will be paid for multiple dewatering operations at multiple locations throughout the project. Payment for dewatering shall require proof that a DNR permit was obtained for dewatering completed in conjunction with the project.

2106.5 BASIS OF PAYMENT

The Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required as Quality Control (QC). The Owner shall be responsible for all inspections and tests required as Quality Assurance (QA).

Payment for Dewatering will be made at the unit price bid on a lump sum basis and shall be compensation in full for materials, labor, and equipment necessary to complete the work as specified. Permits necessary for this work shall be considered incidental. Rock or other materials used for dewatering purposes shall be incidental to this pay item.

Payment for Excavation – Common will be at the unit price bid per cubic yard as an excavated volume, and shall be compensation in full for excavation (including salvaging and stockpiling topsoil), preparing the excavation and embankment areas, loading, hauling, placing and compacting fill, stockpiling materials, spreading topsoil, and disposal of material as required. Payment for Excavation-Common shall not include the volume of items paid for separately as removals (e.g. curb, bituminous pavement, concrete pavement, reclaimed material).

Payment for Excavation – Subgrade will be made at the unit price bid per cubic yard as an excavated volume, and shall be compensation in full for excavation, hauling, stockpiling, and embankment, and the disposal of unsuitable materials.

Payment for Excavation – Muck will be made at the unit price bid per cubic yard as an excavated volume, and shall be compensation in full for excavation, hauling, stockpiling, and embankment, and the disposal of unsuitable materials. This work shall also include the replacement and compaction of suitable excess material generated from the common excavation within the excavated area unless it is directed by the ENGINEER that embankment material be used to replace the excavated material volume.

Potholing to locate existing utilities may be required. All labor and materials used for potholing will be incidental.

All final grading is considered incidental to earthwork quantities: including grading ditches to drain around storm sewer, pond work and embankments.

Delete MnDOT 2106.5.A in its entirety.

B. Schedule

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2106.507	EXCAVATION – COMMON	C Y
2106.507	EXCAVATION – MUCK	C Y
2106.507	EXCAVATION – SUBGRADE	C Y
2106.507	EXCAVATION – CHANNEL AND POND	C Y
2106.507	GRANULAR EMBANKMENT (CV)	C Y
2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y
2106.507	COMMON EMBANKMENT (CV)	C Y
2106.601	DEWATERING	LS

2108 GEOSYNTHETIC CONSTRUCTION MATERIALS

The provisions of MnDOT 2108 are modified and/or supplemented as follows:

2108.1 DESCRIPTION

Delete note (5) in MnDOT 2108.1 and replace with the followings:

- (5) Provide confinement of granular materials.

2108.2 MATERIALS

A. Geotextiles

Geotextiles for stabilization shall conform to the requirements of MnDOT 3733, Type 5.

2108.3 CONSTRUCTION REQUIREMENTS

Delete and replace MnDOT 2108.3.B with the following:

B. Geotextile

If multiple pieces of geotextile are required, overlap geotextiles a minimum of 36 inches.

Sewing geotextiles may be used in lieu of overlapping if there is a Quality Assurance sewing test result provided prior to installation. Use a “double spool” machine capable of sewing a Federal Type 401 locking stitch (ASTM D6193-16) or approved better stitch. Sew a flat “J,” or butterfly seam type (ASTM D6193-16) using thread with a minimum strength of 25 pounds, with 1-2 rows of stitching and 5-7 stitches per inch. Meet the required seam strength for the specified geotextile

type. Provide geotextiles manufactured by the same operator, thread, and sewing machine used for the sewing sample.

Adhesives listed on the Approved Products List may be used in lieu of overlapping or sewing for Types 3, 4, and 5 geotextiles. The approved list for adhesives is found under the geosynthetics sub-heading on the Approved Products List. Apply adhesive per the Adhesive Seams Guidelines found on the geosynthetic/adhesive seams links on the Approved Products List.

2108.5 BASIS OF PAYMENT

Delete the first paragraph of MnDOT 2108.5 and replace with the following:

The Contract Unit Price for geosynthetics includes the cost of providing, placing, overlapping or sewing.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2108.504	GEOTEXTILE FABRIC TYPE 5	S Y

2111 TEST ROLLING

The provisions of MnDOT 2111 are modified and/or supplemented as follows:

2111.1 DESCRIPTION

This work shall consist of test rolling the top of subgrade prior to placement of geotextile fabric (if applicable) and select granular embankment (if the project does not include a select granular embankment section, test rolling shall be completed prior to the placement of the aggregate base material). In the event of failure, the Contractor shall repair the area(s) without compensation. Additional test rolling shall be required following the repair of the failed area(s). Approval of the test roll does not constitute acceptance of the street and does not relieve the Contractor of warranty issues.

2111.3 CONSTRUCTION REQUIREMENTS

A representative of the Owner and Contractor shall be present during test rolling.

In addition, the roadway shall be considered unstable if, at any time throughout the construction, the surface shows rutting, pumping, cracking, or rolls under the weight of a vehicle.

For full depth reclamation, the reclaimed material shall be test rolled prior to placement of the bituminous base course.

If it rains after a test roll has been performed and the test roll has been accepted, the Contractor, at the discretion of the Owner and Engineer, will be required to perform an additional test roll prior to commencing with construction at no additional compensation.

2112 SUBGRADE PREPARATION

The provisions of MnDOT 2112 are modified and/or supplemented as follows:

2112.3 CONSTRUCTION REQUIREMENTS

A. General

Maintain drainage of surface water to avoid unnecessary saturation of the subgrade.

The Contractor shall take the necessary measures to prevent the subgrade material from exposure to moisture. The Contractor shall grade and compact with a smooth drum roller at the end of each workday to seal the subgrade material and prevent standing water on surface. Under no circumstances shall reimbursement or delay claims be made for additional work required to dry subgrade materials as a result of failure to protect subgrade material from moisture.

2112.5 BASIS OF PAYMENT

The Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required as Quality Control (QC). The Owner shall be responsible for all inspections and tests required as Quality Assurance (QA).

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2112.519	SUBGRADE PREPARATION	RDST

2123 EQUIPMENT RENTAL

The provisions of MnDOT 2123 are modified and/or supplemented as follows:

2123.3 SPECIFIC REQUIREMENTS

Add the following item to the list in MnDOT 2123.3:

- (14) Street Sweeper with Pickup Broom: Provide self-propelled street sweeping equipment with a pick-up broom.

Throughout construction, constructed streets and roadways adjacent to the project shall be swept and cleaned as directed by the Engineer, and shall be in conformance with the NPDES permit. The Engineer may require additional sweeping of roads to ensure safety for the general public, protect the environment, uphold local requirements, or as otherwise directed. Material that is tracked off the project site shall be swept within 24 hours.

Removal of dirt and debris shall be accomplished to the satisfaction of the Engineer. All materials shall be collected and retained within the sweeping equipment as they are swept. Disposal of the swept material shall be in accordance with MnDOT 2104.3.D.

2123.5 BASIS OF PAYMENT

Payment for a Utility Crew at the bid unit price per hour shall include all labor and equipment for work associated with additional utility work which has not been previously indicated or accurately shown in the plans, or as directed by the Engineer. This item is not for a Contractor to fulfill their obligation to locate private utilities prior to excavation as required by the Contract Documents.

Add the following new paragraph to MnDOT 2123.5:

A. Street Sweeper with Pickup Broom

Payment for street sweeping will only be made for hours of time required to maintain cleaned roadways for the traveling public, as approved by the Engineer. No payment shall be made for sweeping that is normally required to construct the project, including, but not limited to, removal of bituminous millings, sweeping between bituminous lifts, and sweeping prior to placement of pavement markings. No payment will be made for sweeping done by "kickoff brooms."

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR
2123.610	UTILITY CREW	HOUR

2130 APPLICATION OF WATER FOR DUST CONTROL

The provisions of MnDOT 2130 are modified and/or supplemented as follows:

2130.5 BASIS OF PAYMENT

Delete the third paragraph of MnDOT 2130.5 in its entirety.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2130.523	WATER	MGAL

2211 AGGREGATE BASE

The provisions of MnDOT 2211 are modified and/or supplemented as follows:

2211.2 MATERIALS

Aggregate base shall be Class 5 in accordance with MnDOT 3138.

Aggregate base shall be 100 percent crushed quarry rock (limestone) Class 5 in accordance with MnDOT 3138.2.B or salvaged/recycled aggregate mixtures in accordance with MnDOT 3138.2C.

Before any aggregate base is placed, the Contractor shall submit an aggregate gradation from an approved testing laboratory certifying that the materials to be incorporated into the work meet these specifications with no exceptions. All costs associated with testing and certification shall be borne by the Contractor and considered incidental to the project with no additional compensation allowed therefore.

Full Depth Reclamation (FDR) used for aggregate base will not be allowed unless specified or approved by the Engineer.

2211.3 CONSTRUCTION REQUIREMENTS

B. Contractor Quality Control (QC) Testing

If required by the Schedule of Materials Control, perform Contractor QC testing and submit results and all required forms to the Engineer within one business day.

Correct base, which fails either QC or Quality Assurance (QA) testing Correct failing material before placing the next lift.

C. Placing and Compacting

Compaction shall be obtained by the Specified Density Method.

The Contractor shall install the aggregate base immediately, no more than 24 hours after completion and approval of the Grading Grade. If placement of the aggregate base is done more than 24 hours after the initial test roll, a second test roll shall be required and paid for by the Contractor.

If aggregate base material is being wasted or placed excessively thick, the Engineer reserves the right to deduct quantities that are in excess of plan thickness. Said quantities shall be based on aggregate material weighing one hundred five (105) pounds per square yard of area per inch of thickness.

Upon completion of the aggregate base installation and test rolling, the resident project representative will review the grades with the Contractor's representative by the string line method. The Contractor shall furnish the string line and perform the string line grade check. The Contractor shall certify that the aggregate base is to proper grade prior to the placement of the bituminous base.

The Contractor shall remove, replace and test roll any portion of the aggregate base that becomes contaminated after placement.

The Contractor shall be responsible to maintain the aggregate base until completion of bituminous surfacing with no direct payment therefore. Additional aggregate base required due to erosion, washouts, trench settlements or other similar causes shall be replaced by the Contractor without additional compensation therefore.

D.4 Moisture Testing

Note that moisture tests during compaction are required for all compaction requirements, including quality compaction, LWD, penetration index, and specified density.

2211.5 BASIS OF PAYMENT

The Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required as Quality Control (QC). The Owner shall be responsible for all inspections and tests required as Quality Assurance (QA).

No claim may be made for aggregate not finished or placed. This shall be payment in full for all costs incidental to construction including water added and compaction. **Original load tickets from a certified scale shall be provided to the construction Observer by the end of a day's haul. Failure to provide certified scale tickets will result in non-payment.**

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2211.507	AGGREGATE BASE (CV) CLASS 5	C Y
2211.509	AGGREGATE BASE CLASS 5	TON

2215 RECLAMATION

The provisions of MnDOT 2215 are modified and/or supplemented as follows:

2215.1 DESCRIPTION

Pulverizing and blending shall be accomplished in a single operation for FDR.

2215.3 CONSTRUCTION REQUIREMENTS

A. General

Provide traffic control in accordance with the current MN MUTCD for reclaiming operations. If flaggers are needed, the Contractor shall provide them and the cost associated with flaggers shall be included in the bid price for full depth reclamation.

E.1 Pulverizing Operation

Perform a test strip to ensure that the reclamation material meets the correct specifications. Aggregate materials shall have uniform: appearance, texture, moisture content, and performance characteristics.

When reclaiming operations are not feasible as determined by the Engineer due to a lack of existing gravel base or other suitable subgrade material, the Contractor shall suspend reclaiming operations and remove and salvage the existing pavement by milling.

E3. Placing and Compacting

Where subsurface utility installation work is to occur, remove and stockpile the reclaimed material prior to performing the utility work. Any contaminated reclaimed material shall be removed and replaced as directed by the Engineer with no additional compensation provided to the Contractor.

Excess reclamation material not incorporated into the Work shall become property of the Contractor and shall be removed and disposed of at no cost to the Owner.

2215.5 BASIS OF PAYMENT

The Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required as Quality Control (QC). The Owner shall be responsible for all inspections and tests required as Quality Assurance (QA).

Test strips shall be included in the cost of Full Depth Reclamation, with no additional compensation provided.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2215.504	FULL DEPTH RECLAMATION	S Y

2232 MILL PAVEMENT SURFACE

The provisions of MnDOT 2232 are modified and/or supplemented as follows:

2232.3 CONSTRUCTION REQUIREMENTS

B. Operations

Provide traffic control in accordance with the current MN MUTCD for milling operations. If flaggers are needed, the Contractor shall provide them and the cost associated with flaggers shall be included in the bid price for milling.

The Contractor shall be responsible for marking and verifying the condition of existing structures within the roadway prior to beginning pavement milling.

2232.5 BASIS OF PAYMENT

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2232.504	MILL BITUMINOUS SURFACE (____")	S Y

2331 PAVEMENT JOINT ADHESIVE

2331.1 DESCRIPTION

This work consists of applying pavement joint adhesive to the face of the longitudinal construction joint formed between the concrete curb and gutter and the bituminous pavement. Joint adhesive is to be applied to the exposed face of the concrete gutter pan immediately prior to paving the bituminous wear course.

2331.2 MATERIALS

Provide joint adhesive meeting requirements as specified in Table 2331.2-1.

Table 2331.2-1 Joint Adhesive Requirements			
Test	Temperature	ASTM	Specification
Brookfield Viscosity	400°F	D3236	4,000 – 10,000 cp
Cone Penetration	77°F	D5329	60 – 100 dmm
Resilience	77°F	D5329	30% minimum
Ductility	77°F	D113	30 cm minimum
Ductility	39.2°F	D113	30 cm minimum
Tensile Adhesion	77°F	D5329	500% minimum
Softening Point	---	D36	170°F minimum
Asphalt Compatibility	---	D5329	Pass

2331.3 CONSTRUCTION REQUIREMENTS

A. Equipment Requirements

Use a jacketed double boiler type melting unit, with both agitation and recirculation systems. Provide a pressure feed wand application system.

B. Material Handling

Submit a copy of the manufacturer's recommendations for heating, re-heating, and applying the joint adhesive material.

Remove the joint adhesive material from the packaging immediately before it is placed in the melter. Joint adhesive packaging must be clearly marked with the name of the manufacturer, the trade name of the adhesive, the manufacturer's batch and lot number, the application/pour temperature, and the safe heating temperature.

Feed additional material into the melter at a rate equal to the rate of material used.

Verify the pouring temperature of the joint adhesive at least twice per day at the point of discharge. Stop production if the adhesive falls below the recommended application/pour temperature. When the temperature of the adhesive exceeds the maximum safe heating temperature, stop production, empty the melter, and dispose of that adhesive in an environmentally safe method.

Do not blend or mix different manufacturer's brands or different types of adhesives.

C. Joint Adhesive Application

Clean and dry the face of the longitudinal joint before applying joint adhesive. Apply the joint adhesive material to the entire exposed face of the concrete gutter pan where an adjacent HMA pavement will be constructed. Recommended band thickness is approximately 1/8 inch. An application shoe attached to the end of application wand is recommended. Do not overlap the joint by greater than 1/2 inch at the top of the joint or 2 inches at the bottom of the joint. Apply the joint adhesive immediately in front of the HMA

paving operation. If the adhesive is tracked by construction vehicles, repair the damaged area and restrict traffic from driving on the adhesive.

D. Quality Control

Acceptance of the joint adhesive material is based on the certification by the manufacturer that the sealant meets the requirements listed in Table 2331.2-1. Field sampling shall be used to verify that the delivered joint adhesive meets the requirements of the Specification. The Contractor shall take a sample from the application wand during the first 20 minutes of placing sealant from each melter on the Project in the presence of the Engineer.

Each sample shall consist of two aluminum or steel sample containers with the capacity to hold 5 pounds of sealant each. The two sampling containers shall be labeled with the project number, date, time, location, manufacturer and lot number of the sealant. Each container shall be numbered one of two, or two of two. The Engineer reserves the right to conduct supplementary sampling and testing of the sealant material.

The Contractor shall document the locations where the material from each lot number of sealant is placed.

2331.4 METHOD OF MEASUREMENT

The Engineer will measure the length of joint adhesive applied.

2331.5 BASIS OF PAYMENT

The Contract Unit Price for Joint Adhesive is compensation in full for equipment, Materials and labor required to complete the Work.

No payment will be made for adhesive material that exceeds the maximum safe heating temperature or its disposal.

If a field sample fails to meet any of the requirements in Table 2331.2-1, the Work completed with the material from the lot that the field sample represents, shall be subject to a two percent reduction in the Contract Unit Price of the final Lift of the plant mixed asphalt pavement.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2331.603	JOINT ADHESIVE	L F

2357 BITUMINOUS TACK COAT

The provisions of MnDOT 2357 are modified and/or supplemented as follows:

2357.5 BASIS OF PAYMENT

Delete paragraph 2357.5.A in its entirety.

Tacking of concrete curbing or concrete edge shall be considered incidental to the installation of the bituminous base course and no direct compensation shall be paid therefore.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL

2360 PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY)

The provisions of MnDOT 2360 are modified and/or supplemented as follows:

2360.1 DESCRIPTION

Bituminous pavement payment incentives shall not apply to this Project.

2360.2 MATERIALS

Aggregate for wearing courses shall be virgin aggregates as specified in MnDOT 3138.2B. Recycled asphaltic pavement within the wear course layer will not be allowed.

G. Mixture Quality Management

Delete and replace the third through sixth sentences of the first paragraph of MnDOT 2360.2.G.4.b with the following:

Sample mixture from behind the paver. Sampling from the truck box at the plant site is not allowed unless approved by the Engineer. In addition to the QC sample, the Contractor will also bring an additional split of the mixture sample to the plant site and store for the Owner for 10 calendar days.

2360.3 CONSTRUCTION REQUIREMENTS

D. Compaction

Perform ordinary compaction for all bituminous paving on the Project, as directed by the Engineer.

Delete the first paragraph of MnDOT 2360.3.D.1 and replace with the following:

Compact the pavement to at least the minimum required Maximum Density values in accordance with Table 2360.3-1. Density evaluation will not include longitudinal joint density.

Delete MnDOT Table 2360.3-2 in its entirety.

Delete MnDOT 2360.3.D.1.j and replace with the following:

D.1.j Companion Core Testing

The Department will select at least one of the two companion cores per lot to test for verification.

Delete MnDOT 2360.3.D.1.n in its entirety.

Delete MnDOT 2360.3.D.1.p in its entirety.

Add the following new paragraph to MnDOT 2360.3:

H. Bituminous Driveways

Driveways disturbed by construction shall be replaced as directed by the Engineer. The Contractor will be required to remove the existing driveway pavement to the limits marked by the Engineer. The Contractor shall then excavate and dispose of the amount of material required to allow for the new driveway section.

Bituminous driveways shall be replaced with six inches (6") of Class 5, aggregate base and three inches (3") of paver-laid bituminous wear course as shown in the details on the plans. Existing bituminous edges shall be saw-cut clean and true and coated with bituminous tack coat material prior to placement of pavement. All joints shall be flush with the abutting surface. Completed bituminous driveways shall have a smooth "tight" appearing finish and not show open aggregate. If in the opinion of the Engineer, the appearance is unacceptable, the Contractor shall either replace or seal coat the driveway at his expense.

2360.4 METHOD OF MEASUREMENT

When paying for Material by Square Yard the Engineer will measure the Plan dimensions for standard width and/or irregular width paving at the dimensions and thickness specified. There will be no additional payment for asphalt pavement constructed with a greater thickness or width than required by the Plan.

The Engineer may direct the Contractor to construct asphalt pavement in thicknesses different than that shown on the plan for small quantities. The Method of Measurement will be a direct proration from the original thickness to the changed thickness, with payment to be made at Contract Unit Prices.

2360.5 BASIS OF PAYMENT

The Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required as Quality Control (QC). The Owner shall be responsible for all inspections and tests required as Quality Assurance (QA).

Where bituminous driveway pavement is measured by the square yard, aggregate base material and excavation required beneath the driveway pavement shall be considered included in the cost of the bituminous driveway pavement. Existing bituminous edges shall be saw cut clean and true and coated with bituminous tack coat material prior to placement of pavement. Completed bituminous driveways shall have a smooth "tight" appearing finish and not show open aggregate. If in the opinion of the Engineer, the appearance is unacceptable, the Contractor shall replace the driveway at his expense.

B.13 Compaction – Maximum Density

Use a maximum pay factor of 1.00 for pay factor A – payment incentives shall not apply to this Project.

Delete MnDOT Table 2360.5-6 Incentive and Disincentive Schedule for Longitudinal Joint Density, 4 percent Design Void in its entirety.

Delete MnDOT Table 2360.5-7 Incentive and Disincentive Schedule for Longitudinal Joint Density, 3 percent Design Void in its entirety.

Delete the last sentence of Paragraph 2360.5.B.13.b and replace with the following:

Use a pay factor of 1.00 for both pay factor B and pay factor C – no cores are taken at the longitudinal joint.

C. Schedule

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2360.504	TYPE SP __ WEAR CRS MIX (__, __) (X.X)" THICK	S Y
2360.509	TYPE SP __ WEARING COURSE MIX (__, __)	TON
2360.509	TYPE SP __ NON WEAR COURSE MIX (__, __)	TON

2451 (CEAM 2600) STRUCTURE EXCAVATIONS AND BACKFILLS

The provisions of MnDOT 2451 shall apply, in addition to the provisions of CEAM 2600, Trench Excavation and Backfill/Surface Restoration, which are modified and/or supplemented as follows:

2451.2 (CEAM 2600.2) MATERIALS

The provisions of CEAM 2600.2 are modified and/or supplemented as follows:

A.1 Granular Material Gradation Classifications

Delete the third paragraph of CEAM 2600.2.A.1 and replace with the following:

Bedding and encasement materials for pipe, unless noted otherwise, shall be Granular Material meeting the requirements of MnDOT 3149.2.B.1 Granular Material, except that 100 percent by weight shall pass the one inch sieve.

Add the following new paragraph to CEAM 2600.2:

D. Tracer Wire for Non-Conductive Pipe

Tracer wire for use with all thermoplastic pipe types shall be in accordance with CEAM 2611.2.I.

2451.3 (CEAM 2600.3) CONSTRUCTION REQUIREMENTS

The provisions of CEAM 2600.3 are modified and/or supplemented as follows:

A2. Establishing Line and Grade

All trenches shall be excavated so that the pipe may be laid accurately to grade with a minimum of seven and one-half feet (7½') of cover over the water main from finished grade, unless otherwise noted on the plans. Installation of water main or services to a deeper depth than specified shall be considered incidental with no additional compensation allowed therefore.

A4. Establishing Line and Grade

No existing valves may be operated by individuals other than personnel from the Owner's Public Works Department. Only under emergency conditions or after specific authorization is given by the Owner's Public Works Department shall the Contractor operate valves.

Add the following new paragraph to CEAM 2600.3.A:

A7. Tracer Wire for Non-Conductive Pipe

Tracer wire for use with all thermoplastic pipe types shall be installed in accordance with CEAM 2611.3.B.4.

B3. Excavation Limits and Requirements

It shall be the Contractor's responsibility to notify the Engineer of changing soil conditions which may be of poor bearing capacity and when organic soils are encountered. Where utilities are placed on unstable soils without notification of the Engineer, the Contractor shall be responsible for all repairs and correction of the installation without further compensation.

C1. Jacking/Boring

Casing pipe shall be welded steel pipe (new material) conforming to ASTM Designation A252,

Grade 2 or ASTM Designation A139, Grade B. No recycled steel casing pipe shall be allowed. The carrier pipe shall be installed using joint restraints to facilitate removal if needed.

The carrier pipe shall be installed within the casing pipe using casing spacers to center the carrier pipe within the casing pipe. Casing spacers shall be stainless steel as manufactured by Cascade Waterworks Manufacturing or approved equal. Upon completion of the carrier pipe installation, the annular space between the carrier pipe and the casing shall be densely filled with sand and the ends sealed with cement. A simultaneous grouting and jacking procedure shall be used.

The carrier pipe shall be installed using joint restraints or locking gaskets to facilitate removal if needed.

D. Placement of Insulation

Place insulation boards on a smooth, level foundation with the edges trim and square. Provide joint overlaps of a minimum of 6 inches on the underlying sheets. Install at least two wood skewers per board in each Layer driven flush with the surface of the material.

E. Pipeline Backfilling Operations

If insufficient suitable materials are available to complete backfilling, excess suitable materials from other areas of the project may be used to complete the work, as directed by the Engineer.

Granular foundation, bedding, and encasement materials shall be placed around all pipe within areas of rock excavation.

Bedding as specified within the CEAM Standard Specifications and shall be used for all ductile iron pipe (DIP) and reinforced concrete pipe (RCP) installations unless otherwise called for in the drawings or directed by the Engineer.

Delete the ninth paragraph of CEAM 2600.3.E in its entirety.

Backfilling above the encasement zone shall comply with the general requirements specified in 2600.3.E and the following:

1. Backfill within the roadbed or building pad areas shall be placed in accordance with MnDOT 2106.3.F and shall be compacted to Specified Density requirements in accordance with MnDOT 2106.3.G.1.
2. Backfill not within the roadbed or building pad areas shall be compacted to 95 percent of maximum density (MnDOT Standard Proctor).
3. Maximum backfill lift thicknesses may be increased or decreased by authority and at the discretion of the Engineer in consideration of material type, material disposition, or the demonstrated capability of compaction equipment.
4. The Engineer shall have full authority to suspend backfill operations until the preceding lift of backfill has been determined by the Engineer to be fully compacted and a passing compaction test has been taken. No additional compensation for lost time shall be made if backfill operations are suspended by the Engineer for the purposes of determining adequate trench backfill compaction.

2451.5 (CEAM 2600.5) BASIS OF PAYMENT

The provisions of CEAM 2600.5 are modified and/or supplemented with the following;

Delete the third paragraph of CEAM 2600.5 and replace with the following:

Furnishing and placing of granular materials for foundation, bedding, cover or backfill placement as specified in connection with pipe or structure items shall be incidental to the pipe or structure item without any direct compensation being made.

No additional compensation will be made for sewer and water service lines not constructed in a common trench.

For all utility work, granular foundation material (including 1 ½-inch clear rock) may be used in conjunction with or in lieu of dewatering. Any use of granular foundation material or other material to maintain a dry trench or improve the pipe foundation shall be considered incidental with no additional compensation.

2461 STRUCTURAL CONCRETE

2461.2 MATERIALS

E. Concrete Mix Designs

Modify MnDOT Table 2461.2-6 as follows:

For Concrete Grade P, Piling, Mix Number 1P62, the Maximum W/C Ratio shall be 0.63.

Modify MnDOT Table 2461.2-11 as follows:

For Level 2 mixes, when there is a change of more than 5% Total Cementitious, resubmittal of the mix design is required in accordance with MnDOT 2461.2.E.3.a, "Preliminary Test Data Requirements for Level 2 Mixes."

2461.3 CONSTRUCTION REQUIREMENTS

F.2 Certificate of Compliance

Add the following items to the list in MnDOT 2461.3.F.2:

- (22) Fibers, brand and dosage per cubic yard.
- (23) Approved Ready-Mix (RMX) Sheet Number (XXX-XXX)

G.6 Estimating Concrete Strength by the Maturity Method

Modify MnDOT Table 2461.3-3 as follows:

For Normal Strength Concrete, Testing Ages shall be 1,3, 7, 14 and 28 Calendar Days.

2462 PRECAST CONCRETE

2462.3 CONSTRUCTION REQUIREMENTS

G.4 Test Methods and Specimens

Delete and replace the first paragraph of MnDOT 2462.3.G.4 with the following:

Take samples randomly in accordance with ASTM D3665, "Standard Practice for Random Sampling of Construction," Section 5, at a rate defined in accordance with the Schedule of Materials Control. Perform sampling and testing in accordance with the Concrete Manual.

Delete and replace the fourth paragraph of MnDOT 2462.3.G.4 with the following:

Furnish 4 inch by 8 inch cylinder molds, unless the maximum Aggregate size is greater than 1 ¼ inches, then furnish 6 inch by 12 inch cylinder molds.

2501 PIPE CULVERTS

The provisions of MnDOT 2501 are modified and/or supplemented as follows:

2501.3 CONSTRUCTION REQUIREMENTS

Add the following new paragraph to MnDOT 2501.3:

H. Geotextile

Use Geotextile 3733 Type 1 to wrap concrete pipe joints or for other drainage applications.

2501.5 BASIS OF PAYMENT

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2501.502	___" RC PIPE APRON	EACH
2501.502	___" SPAN RC PIPE-ARCH APRON	EACH
2501.602	TRASH GUARD FOR ___" PIPE APRON	EACH
2501.602	TRASH GUARD FOR ___" SPAN PIPE APRON	EACH

2502 SUBSURFACE DRAINS

The provisions of MnDOT 2502 are modified and/or supplemented as follows:

2502.1 DESCRIPTION

The location and alignment of the subsurface drains and outlets are shown in a general manner on the Plans. Modifications to the proposed alignment may be made by the Engineer in the field to ensure that the drain properly collects groundwater and infiltration water that may accumulate in the bottom of granular base material. Subsurface drains will be installed at low point catch basin as directed by the Engineer.

Perforated thermoplastic (TP) pipe shall be installed in accordance with the requirements for subcut drains, (MnDOT 2502.3.B) **except that perforated pipe drains shall be bedded on coarse filter aggregate (MnDOT 3149.2.H). Trenches shall also be backfilled with coarse filter aggregate.**

Tracer wire shall be installed with all subsurface drains in accordance with CEAM 2611 and CEAM 2621.

This work shall also include the connection to sump pump drains in the adjacent yards as shown on the plans and as directed by the Engineer in the field.

2502.2 MATERIALS

C.1 Thermoplastic (TP)

Pipe shall be wrapped with factory installed snug fitting geotextile, MnDOT 3733, Type I (knit sock). Pipe shall be backfilled with one-quarter inch (1/4") washed pea gravel. Pea gravel shall be wrapped with geotextile, MnDOT 3733, Type I (fabric). Pea gravel shall be clean naturally rounded aggregate meeting the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
19.0 mm (3/4 inch)	100%
9.5 mm (# 4)	90 - 100%
4.75 mm (# 10)	0 - 10%
2.00 mm (# 40)	0 - 1%

If pipe is not specified in the Contract, use pipe meeting MnDOT 3245.

The provisions of MnDOT 3245.2 are modified and/or supplemented as follows:

- (5) ASTM D1785, PVC Schedule 40 pipe (perforated & unperforated as applicable) with one of the following:
- Perforated: Slotted with maximum slot width of 1/16 in and minimum slot area of 1½ sq. in/linear ft for 4 in diameter pipe and greater than 1 sq. in/linear ft for pipe having a diameter less than 4 in.
 - Perforated: Circular holes with two to four rows of holes. Hole diameter equal to 3/16 in to 3/8 in, and minimum area of holes 1½ sq. in/linear ft for 4 in diameter pipe and greater and 1 sq.in/linear ft for pipe having a diameter less than 4 in.
 - Unperforated.

Create all perforations at manufacturer's plant; no field perforations are allowed. Unless otherwise specified in the applicable specifications, plans, or special provisions, the Contractor may choose the joint type.

Submit to the Engineer a manufacturer's Certificate of Compliance with each pipe shipment.

2502.5 BASIS OF PAYMENT

The connection of the subsurface drain to a drainage structure shall be considered incidental unless the subsurface drain is connected to an existing drainage structure.

Payment for Perforated (TP) Pipe Drain at the contract unit price per linear foot shall be full compensation for fabric wrapped pipe, furnished and installed as specified, filter aggregate backfill and compaction, end caps, connecting the pipe drains into the drainage structures, and all other associated work required to install the perforated pipe drains as detailed, specified, and as directed by the Engineer.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2502.503	4" PERF TP PIPE DRAIN	L F
2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH

2503 (CEAM 2621) PIPE SEWERS

The provisions of MnDOT 2503 shall apply, in addition to the provisions of CEAM 2621, Sanitary Sewer and Storm Sewer Installation, which are modified and/or supplemented as follows:

2503.2 (CEAM 2621.2) MATERIALS

The provisions of CEAM 2621.2 are modified and/or supplemented with the following:

A3. Reinforced Concrete Pipe and Fittings

Reinforced concrete pipe and fittings shall conform with the requirements of MnDOT Specification 3236 for the type, size and strength class specified.

Reinforced concrete aprons shall be of the same strength class as the pipe. Trash guards and "U" bolt fasteners shall be hot dipped galvanized after fabrication as per MnDOT Standard Specifications 3392 and 3394. Aprons that are thirty-six (36) inch (pipe size) and larger require steel sheet piling (see detail SD-6).

A5. Polyvinyl Chloride Pipe and Fittings

Sanitary sewer polyvinyl chloride (PVC) pipe and fittings shall conform to the CEAM requirements.

PVC pipe used for storm sewer installations shall conform to the requirements of MnDOT 2503.

PVC pipe and fittings for pressure sewer and forcemains shall meet the requirements of CEAM 2611.2.A2 for watermain class pipe.

Submit a manufacturer's Certificate of Compliance with each pipe shipment including date manufactured, nominal and actual inside pipe diameters.

Joints shall be either O-ring rubber gasket or solvent-cemented according to the manufacturer's specifications and with the approval of the Engineer. All service wyes and service pipe shall be Schedule 40.

The Contractor shall furnish and place the necessary pipe bedding material as specified in 3149.2.F, "Recommended Practice for Underground Installation of Flexible Thermo-Plastic Sewer Pipe".

A11. Tracer Wire for Non-conductive Pipe

Tracer wire shall be PRO-TRACE HF-CCS PE45 as manufactured by Pro-Line Safety Products or approved equal.

Tracer wire for laterals to use Copperhead SRK-01 service locating kit or approved equal. Contractor to use kit with appropriate color-coding in accordance with APWA Uniform Color Code.

Non-roadway tracer wire access box (BoaBox) shall be Copperhead grade level adjustable, light duty, product BOABOX SWR or approved equal.

Add the following new paragraph to CEAM 2621.2:

F. Steel Casing Pipe

The casing pipe shall be welded steel pipe (new material) with a minimum yield strength of 35,000 psi. The wall thickness shall be a minimum of 0.5 inch.

2503.3 (CEAM 2621.3) CONSTRUCTION REQUIREMENTS

The provisions of CEAM 2621.3 are modified and/or supplemented with the following:

A. Installation of Pipe and Fittings

The Engineer shall receive notice 24 hours in advance for testing of sewers including leakage testing, deflection testing, and televising.

When the Contractor uses laser beam control for grade and alignment, the Contractor shall check into the grade stakes provided. Any discrepancies found between the laser beam elevation and grade stake elevation, or the line and grade shown on the plans, shall be immediately brought to the Engineer's attention before continuing pipe installation. Failure to check into grade stakes provided or to notify the Engineer of discrepancies shall put the full responsibility on the Contractor for any removal and reinstallation of pipe necessary to conform to the line and grade as shown in the Drawings.

Installation of HDPE pipe for pressure sewer and forcemains shall meet the requirements of CEAM 2611.3 for watermain class pipe.

A2. Pipe Laying Operations

Dewatering to maintain pipe trenches free of water shall be considered incidental, unless a bid item has been included for Dewatering.

Install pipe to the alignment, grade, and location as shown in the drawings and/or staked in the field. No deviation from the drawings and/or staked alignment, grade, or location is allowed.

Deviation from the pipe grade, as provided by the Engineer, in excess of 0.05 percent may be cause for removal and relaying of the pipe by the Contractor with no additional compensation allowed therefore. No re-rounding of pipe will be allowed. Bedding shall be per MnDOT 3149.2.F for ductile iron and concrete pipe unless stated in the plans. PVC plastic sewer pipe shall be bedded and installed in accordance with the requirements of ASTM-D-2321, "Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe". Density tests will be performed by the Owner at all points designed by the Engineer to assure compliance with the minimum density requirement. If required density is not achieved, the Contractor will be ordered to bed the pipe with compacted sand four inches (4") below the pipe and alongside the top of the pipe. The Contractor shall furnish and place this sand bedding as an incidental item with no direct compensation therefore.

The trench shall be dug only so far in advance of the work. Advance excavation shall be the minimum consistent with the Contractor's methods and scheduling, shall be subject to the approval of the Engineer and consistent with other sections of these specifications. The sides of the trench shall be sloped and/or braced, and the trench drained to provide a stable excavation, protect adjacent structures, and permit pipe to be laid in a dry trench.

Trench excavation must conform to all local, state and federal requirements. All work must be confined to the limits of the construction and to easements or rights-of-way as indicated on the plans.

Temporary shoring, bracing, or other means to ensure a safe trench shall be incidental to utility installation and no additional payment shall be made.

Backfilling shall be done in uniform lifts completely compacted over the full width of the excavated area. The material shall be compacted to ninety five percent (95%) Standard Proctor Density, except that the top three feet (3') of the trench shall be compacted to one hundred percent (100%) standard proctor density. Backfill shall be placed such that the final moisture content of the soil is in an acceptable range as determined by the Owner's testing laboratory.

Trench backfill shall be by use of suitable material from the excavation. The Contractor is responsible for excavating, stockpiling and handling materials in such a way as to not degrade suitability of materials for backfill. Backfill material shall be tested by the Contractor for optimum moisture content with the Contractor responsible for adding moisture or for reasonable soil drying measures to allow for material placement at a moisture content that will allow compaction to the required Standard Proctor Density.

All pipe backfill material, placement, and compaction shall be incidental to pipe sewer price per linear foot for each size and type of pipe and all bedding requirements.

Should material be encountered in any trench that is in the judgment of the Engineer unsuitable, replacement materials may be ordered at the unit price stipulated in the contract. Excavation and disposal of material shall be incidental. Replacement material shall be aggregate backfill.

Piping shall be installed in accordance with MnDOT provisions 2451.3D and/or 3149.2F

according to the details for each type of pipe. In areas with poor foundation soils, the trench shall be over-excavated and backfilled with Aggregate Bedding material as directed by the Engineer.

Aggregate Bedding shall be utilized as directed by the Engineer as fill material below the foundation grade in utility trenches if unsuitable soils are encountered.

Service must be maintained during construction of the new sanitary sewer and storm sewer mains. Service can be maintained by pumping around sections of mains being replaced. It shall be the Contractor's responsibility to determine a method to maintain service. The Engineer shall approve all service maintenance methods prior to the start of such operations.

Add the following new paragraphs to CEAM 2621.3.A2:

When connecting to existing pipe, neatly cut the existing pipe off and trim flush with the proposed pipe or inside wall of proposed Structure. Assure the patch for the proposed pipe connection to the existing pipe is secure and waterproof. Repair unplanned damage to the existing sewer.

When connecting into an existing structure, field verify the location and top of casting elevation, and the location, invert elevation, size and type of existing pipes connected to the structure. Core drill (or saw) openings in the existing Structures. Provide a clean, water-tight fit seal to the proposed pipe. Repair unplanned damage to the existing Structure.

A3. Connection and Assembly of Joints

Use Geotextile 3733 Type 1 to wrap concrete pipe joints or for other drainage applications.

A4. Bulkheading Open Pipe Ends

Mark end of sewer stubs with a wooden 4 in x 4 in marker. The marker shall extend adjacent to the plug and to a depth 6 in below, and shall extend 2 ft above the ground line. The marker shall be continuous without any breaks, and shall be vertical or plumb.

A.5 Tracer Wire

A single continuous wire shall be installed with all new off-road sanitary sewer pipe and all new sanitary sewer services. Wire for main line pipe shall terminate outside each off-road manhole at an approved tracer wire access box ("snake pit") located adjacent to manhole and structure marker, and shall terminate inside each roadway manhole through the adjusting rings. Wire for service pipe shall terminate at both ends of the stub, furnished with specified connections.

Tracer wire shall be installed with PVC sanitary sewer located in pervious surfaces and with all sanitary sewer services from the mainline to the end of the service stub. Wire connectors shall be lockable and specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure. Non-locking friction fit, twist on or taped connectors are prohibited.

Prior to approval to build the street section, the Contractor shall furnish a locator and using a low voltage circuit, test the entire trace wire system in the presence of the Engineer. The test shall consist of a continuous above ground trace of the piping and appurtenances installed to within 2 feet of installed locations. All areas failing the location test shall be corrected at the Contractor's expense.

E. Sanitary Sewer Leakage Testing

The Observer shall receive twenty-four (24) hours' advance notice for testing. All leaks shall be sealed by the Contractor before final acceptance by the Owner.

E.1 Air Test Method

The pressure gauge shall be marked in one tenth (0.1) psi increments and to be a standard calibrated gauge.

F. Deflection Test

The Owner reserves the right to have the Contractor measure the deflection of PVC pipe at any time, including during a two (2) year guarantee period following the final acceptance of the sewer pipe.

G. Televising

Televising of the sanitary and storm sewers for all projects shall be coordinated with the Owner. For projects completed as part of a private development, the televising costs shall be reimbursed by the project developer. All sanitary sewer shall be jetted clean and televised after the services are installed and within fifteen (15) days after the manholes are raised as directed by the Engineer. The televising contractor shall supply the Owner, and developer if applicable, with video and a detailed report within seven (7) days of the televising being completed. The televising video shall be of high-quality color picture (high resolution definition 1080p or greater) and sound meeting the Owner's formatting requirements. The camera lighting shall be illuminated to see a minimum of 20 feet in front of the camera. The operator must stop at all joint connections, potential defects and services, and move the camera (pan and tilt) so the joint connection condition and interior of connecting pipe are clearly visible. The camera will be operative in 100% humidity conditions and the focal distance will be adjustable through a range of from 6" to infinity. Prior to placement of wear course paving, the Engineer must review all sewer televising reports and conclude there are no subsurface deficiencies requiring excavation to correct.

The Contractor will be responsible for television inspection of the sanitary sewer and storm sewer after it has been constructed. The Owner reserves the right to view these television inspection records prior to final project acceptance and at any time within the warranty period.

Add the following new paragraph to CEAM 2621.3:

H. Sanitary Sewer By-Pass Pumping

The Contractor shall furnish, install, maintain, and remove temporary pumps, pipes, automatic controls, and related appurtenances to allow continuous operation of sanitary sewer facilities whenever necessary to ensure service will be maintained during construction. Sanitary sewer facilities shall include, but are not limited to gravity sanitary sewer main, sanitary sewer force mains, sanitary sewer services, sanitary sewer lift stations, and/or sanitary sewer grinder pumps.

Sanitary sewer pipe sizes are shown on the Plans. The Contractor shall be responsible for verifying all sanitary sewer pipe sizes and locations within the project limits to determine the most appropriate manner to provide sanitary sewer bypass pumping.

The Contractor shall submit copies of the proposed pumping, piping, and control systems for sanitary sewer bypass pumping to the Engineer a minimum of seven days in advance of installing the sanitary sewer bypass pumping system.

The Contractor shall have one standby pump available on-site for each pumping location to use in the event of a pump failure. The standby pump shall be adequately sized to handle the rates of sanitary sewer flow being bypasses.

During the duration of the bypassing the Contractor shall be required to routinely check the bypass piping and clean it as necessary to avoid clogging of the bypass piping and subsequent surcharging of the existing sewer.

2503.5 (CEAM 2621.5) BASIS OF PAYMENT

The provisions of CEAM 2621.5 are modified and/or supplemented with the following:

Sewer connections shall be paid per each connection of new sewer to existing sewer. All necessary labor, materials, and work required to make the connection shall be included in the price per each as provided in the Bid Form.

Payment for sewer pipe shall be made at the unit price bid per liner foot. Riser service at the right-of-way end of the service pipe installation will be paid for as liner foot of service pipe. Sewer pipe payment shall be limited to eighty percent (80%) of the actual amount installed until all sewer has been tested, accepted and backfilled to subgrade elevations. No additional compensation will be made for sewer and water service lines not constructed in a common trench.

Payment for connection to existing sanitary sewer shall be made for each connection to the existing sanitary sewer including locations where manholes will be constructed over existing sewer lines. The Contractor shall verify locations, alignment, and elevation prior to connecting. MaxAdaptor or approved equal adaptors, if necessary, shall be incidental.

Payment for sanitary sewer and storm sewer televising inspection shall be at the contract unit price per linear foot for televising of all sanitary sewer and storm sewer as specified. All pipe shall be clean and free of dirt and debris prior to final payment. The cost to verify the pipe is clean shall be at the Contractor's expense.

Replacement of the existing storm sewer line may require temporary bulk heading of the upstream manhole during replacement of the storm system. The duration of temporary bulkhead operations should be limited to prevent excessive backup and must be removed at the end of each construction day. This work shall be incidental to pipe installation and no payment shall be made.

Payment for aggregate bedding shall be made by the cubic yard, loose volume, at the unit price in the proposal and shall include excavation and disposal of unsuitable materials. Payment for Aggregate Bedding MUST be pre-approved by the Engineer prior to the start of placement.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2503.503	___" SPAN RC PIPE-ARCH SEWER CL IIA	L F
2503.503	___" RC PIPE SEWER DES 3006 CL III	L F
2503.503	___" RC PIPE SEWER DES 3006 CL V	L F
2503.601	SANITARY SEWER BYPASS PUMPING	LS
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH
2503.602	CONNECT TO EXISTING STORM SEWER	EACH
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH
2503.602	CONNECT INTO EXISTING MANHOLE (SAN)	EACH
2603.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH
2503.602	8"X4" PVC WYE	EACH
2503.603	TELEWISE SANITARY SEWER	L F
2503.603	TELEWISE STORM SEWER	L F
2503.603	4" PVC PIPE SEWER	L F
2503.603	8" PVC PIPE SEWER	L F
2503.603	___" PVC PIPE SEWER SDR 26	L F
2503.603	___" PVC PIPE SEWER SDR 35	L F
2503.603	___" DUCTILE IRON PIPE SEWER	L F
2503.603	___" STEEL CASING PIPE	L F

2504 (CEAM 2611) WATERMAIN

The provisions of CEAM 2611, Standard Specifications for Watermain and Service Line Installation are modified and/or supplemented as follows:

2504.2 (CEAM 2611.2) MATERIALS

The provisions of CEAM 2611.2 are modified and/or supplemented as follows:

All watermain materials, including but not limited to ductile iron pipe and fittings, hydrants, valve boxes, gate valves, and retainer glands and bolts shall be manufactured and produced in the United States.

A1. Ductile Iron Pipe and Ductile Iron and Gray Iron Fittings

Ductile iron pipe shall be mechanical joint, Class 50 for 16 in and larger diameter, and Class 52 for 12 in and smaller diameter. Ductile iron pipe, gray iron pipe fittings and accessories shall be manufactured by American Cast Iron Pipe Company, McWane Ductile Iron Pipe Company, Tyler Pipe Company, U.S. Pipe, Tyler Union Company or Engineer approved equal. All DIP water mains including valves, fittings, hydrants, and appurtenances shall be fully encased in polyethylene film of 8 mil minimum nominal thickness or 4 mil high-density cross-laminated per AWWA C105.

All fittings for watermain shall be mechanical joint, Class 350, Ductile Iron Compact Fittings in accordance with AWWA C153. Fittings shall be furnished with fusion bonded epoxy external coating and/or interior lining in accordance with AWWA C550 and C116, 6 mil to 8 mil nominal thickness.

All restraints shall be fusion bonded epoxy coated on the inside and outside according to ANSI/AWWA C550 and C116/A21.16. The thickness of the coating shall be 6-8 mils. All bolts and fasteners are to be stainless steel.

All mechanical and push-on joints shall have rubber gaskets conforming to ANSI/AWWA C111/A21.11.

All nuts and bolts shall be stainless steel or Cor-Blue t-head bolts as manufactured by Birmingham Fastener Inc. or Engineer approved equal. The raw materials analysis shall meet the chemical and physical requirements of AWWA C111/A21.11-00, current revision. All tie rod restraints and corresponding nuts shall be coated with an approved rust-proofing material.

A2. Polyvinyl Chloride (PVC) Pressure Pipe and Fittings

All PVC watermain pipe shall conform to AWWA C900 (DR 18). Tracer wire shall be laid with all PVC watermain.

All fittings for watermain shall be mechanical joint, Class 350, Ductile Iron Compact Fittings in accordance with AWWA C153. Fittings shall be furnished with fusion bonded epoxy external coating and/or interior lining in accordance with AWWA C550 and C116, 6 mil to 8 mil nominal thickness.

B. Fire Hydrants

Hydrants shall be Waterous Pacer (model WB-67-250), traffic type, **eight and one-half feet (8-1/2')** of bury. The nozzle shall be a minimum of **twenty-four inches (24")** above grade while still maintaining the appropriate break-off elevation. Hydrants shall have National Standard Thread connections. Nozzle caps shall be nut type with chain. **Each hydrant shall be equipped with a High-Visibility Utility Marker as manufactured by Vait Projects, Model LRSH-5000, or approved equal. The Contractor**

shall provide spare markers for each hydrant to the North Branch Public Works Department. All hydrant valves shall be installed with mega-lugs or be rodded to the tee on the main line.

The Contractor shall install one yellow "Out of Order" tag on pumper connection after backfilling of the hydrant has been completed. The tag can be removed once the results of the bacteria test have been received by North Branch Public Works and the City of North Branch, and the system is put online.

C1. Valve Housings

Shall be cast iron, three-piece screw type boxes with 5 ¼" diameter shaft suitable for 7 1/2' of cover over water main, and a drop lid with the word "WATER" on the lid. Valve boxes shall be Tyler 6860 series or approved equal.

C2. Gate Valves

Shall be American made, resilient wedge gate valve Waterous Series 2500 or Engineer approved equal and be compression resilient seated gate valves in accordance with the AWWA C509 (latest revision) and all applicable ASTM standards. Valves shall be Waterous Series 2500 or approved equal, including adaptors (incidental). Gate valves meeting AWWA C500 Specification will not be allowed. Bonnet adaptors are required on all gate valves and will be considered incidental. Gate valve extensions are required where accessibility exceeds seven and one-half feet (7 1/2') (installed prior to backfill).

C3. Butterfly Valves

All valves larger than twelve-inch (12") shall be butterfly valves and shall conform to the requirements of AWWA C504 and the following requirements:

- (1) Working pressure rating of 150 psi minimum.
- (2) Two-inch square operating nut opening counterclockwise.
- (3) Double "O" ring or split V type stem seal.
- (4) Traveling must type greater permanently sealed and lubricated.
- (5) Manufacturers: Dresser, Pratt, or equal.

D. Water Service Pipe and Fittings

Water Services Pipe shall be HDPE SDR-9 CTS conforming to the requirements of AWWA C901, ASTM D-2737 and the following:

- (1) Meets NFS Standard 14, 61, and 372.
- (2) Made from PE4710 material.
- (3) 250psi pressure rating.
- (4) Blue Ultra as manufactured by Polyethylene Technology, Inc. or approved equal.
- (5) Stainless steel insert stiffeners on all compression fittings.
- (6) Provide and install magnesium grounding anode rod and tracer wire.

Drive in magnesium grounding anode rod 6-inches perpendicular from the water main and 6-inches perpendicular to the side of the water service line. Connect tracer wire adjacent to the HDPE by fastening to pipe every 5-feet with plastic ties. At the side of curb stop, wrap 75 feet of tracer wire around a 3-foot long, 6-inch diameter section of perforated flexible polyethylene sleeve before cutting. No splices are allowed except at locations identified in the details. All tracer wire damage must be replaced prior to backfilling

Corporation Stops shall be Mueller B25000, Ford F600, A.Y. McDonald 4701, or Engineer approved equal ball valve design with threaded inlet and flare type joint.

Curb stops shall be Mueller H-15154 Mark II, Ford B22 Series, A.Y. McDonald 6104, or Engineer approved equal ball valve design for use with Minneapolis Pattern Curb boxes with stationary rods.

Curb boxes and lids shall be Mueller, Ford, McDonald or Engineer approved equal. Curb boxes shall be adjustable up and down for seven and one-half feet (7 ½") of cover.

Curb boxes located in a driveway or parking lot shall be covered with a Ford A-1 Meter Box Cover or Engineer approved equal.

Service saddle on six-inch (6") mains shall have an epoxy coated ductile iron body with double stainless-steel straps and neoprene gasket, Smith-Blair 317 or Engineer approved equal.

F. Mechanical Joint Restraints

All restraints shall be fusion bonded epoxy coated on the inside and outside according to ANSI/AWWA C550 and C116/A21.16. All bolts and fasteners are to be stainless steel or Cor-Blue t-head bolts.

Retainer glands shall be ductile iron designed to withstand the same pressures as the watermain pipe and fittings. Retainer glands shall be by American, US Pipe or Mega-Lug and shall be used at all changes in direction and at all fittings and valves. This shall be considered included in the cost of the water main pipe.

I. Tracer Wire

All watermain, hydrants, and service lines shall be installed with tracer wire, grounding anodes and access boxes as defined on the standard detail plates. Connectors shall be dielectric silicon filled to seal out moisture. Non-locking friction fit, twist on or taped connectors are prohibited. Tracer wire shall be connected to hydrants with Copperhead T2R-FLPKG-5/8or approved equal.

Tracer shall be PRO-TRACE HF-CCSPE45 as manufactured by Pro-Line Safety Products, or approved equal.

Tracer wire for laterals to use Copperhead SRK-01 service locating kit, or approved equal. Contractor to use kit with appropriate color-coding in accordance with APWA Uniform Color Code.

Add the following new paragraphs to CEAM 2611.2:

J. Grounding Rod

All HDPE service lines shall be installed with a magnesium grounding anode. Grounding anodes shall be 18-inch minimum length, 1.5 pound drive-in magnesium ground rod with HDPE cap and 20 feet of 12-AWG CCS wire.

K. Polystyrene Insulation

Insulation board shall be rigid expanded polystyrene, conforming to the material requirements of CEAM 2600.2B. Placement of insulation shall be in accordance with the requirements of CEAM 2600.3.D.

L. Temporary Water Distribution System

A temporary water distribution system shall be required when existing users will be out of water service for a period exceeding eight hours, or as required at the discretion of the Engineer. All piping including hoses used for water service shall be ANSI/AWWA rated. All piping and fittings shall meet current NSF standards and shall be rated for residential or commercial use. The minimum pipe size shall be 2 in for mainlines and ¾ in for individual service connections. Larger pipe sizes may be required based on zoning or Contractor's phasing plans. No additional compensation will be granted for pipe sizes larger than the specified minimum.

L. Steel Casing Pipe

The casing pipe shall be welded steel pipe (new material) with a minimum yield strength of 35,000 psi. The wall thickness shall be a minimum of 0.5 in.

2504.3 (CEAM 2611.3) CONSTRUCTION REQUIREMENTS

The provisions of CEAM 2611.3 are modified and/or supplemented with the following:

Dewatering to maintain pipe trenches free of water shall be considered incidental.

Notify the Engineer and the Owner at least 72 hours prior to connecting to existing watermain. All residents who will be affected by shutting off water service shall be given a minimum of 24 hours' notice in writing as to when, and for how long, service will be interrupted. Temporary water shutoffs shall not exceed four hours in duration, and shall only occur between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday, unless otherwise specified in the Contract. The Contractor shall at all times coordinate work with the Engineer and the Owner.

During the installation of the new watermain, service shall be maintained to all properties. It may be necessary to maintain temporary pipes on the surface with connections to outside hose bibs. The temporary connections must be made according to Department of Health standards and approved by the Engineer. New watermain installations shall be coordinated so that no home or business is on temporary water service for more than 14 days unless prior arrangements have been made. The Contractor shall be responsible for any improvements to homes or businesses necessary to facilitate the temporary water connections.

D. Setting Valves, Hydrants, Fittings, and Specials

Hydrants, gate valves and valve boxes shall be set plumb with valve boxes placed directly over valves. Top of valve boxes shall be set one-half inch (1/2") below finished grade unless otherwise noted on the plans. Top of valve boxes shall be adjusted by turning the threaded screw sections to achieve proper final elevations. Internal top sections shall not be used to accomplish the adjustment.

Valves shall be installed over one-fourth (1/4) cubic yard of crushed stone or coarse gravel to ensure drainage. These items shall be incidental to the valve installation.

All hydrants shall be given one (1) additional coat of paint after installation. All abraded surfaces shall be cleaned prior to application of the final field coat.

Hydrants shall be set at such elevations that the connecting pipe will have a minimum of eight feet (8') cover or as shown in the plans. Each hydrant shall be placed upon a brick or concrete not less than four inches (4") thick and fifteen inches (15") square. The back side of the hydrant opposite the pipe connection shall be firmly wedged against the vertical face of the trench with concrete blocking to prevent the hydrant from blowing off the line. Around the base of each hydrant shall be placed not less than three (3) cubic yard of crushed stone or coarse gravel with tar paper covering to ensure complete drainage of the hydrant when closed. Any hydrants placed where the ground water table is less than eight feet (8') below the ground surface shall have the drain hole plugged. The hydrant shall be equipped with a tag stating the need for pumping after use. These items shall be incidental to the hydrant installation.

Add the following new paragraphs to CEAM 2611.3.D:

D1. Adjust Gate Valve & Box

During gate valve box adjustment activities, the Contractor shall place traffic cones or other traffic control devices to direct traffic around the castings being adjusted.

The final surface elevation of the gate valve box shall be one-half inch ($\frac{1}{2}$ ") below the adjacent pavement surface elevation.

E. Disinfection of Watermains

Chlorine Residual or Bacteriological Tests shall be conducted at all hydrant locations, unless directed otherwise by the Engineer. The tests shall be witnessed and approved by an authorized representative of the Owner. Disinfection shall be incidental to the cost of the pipe.

The Owner shall bear the initial cost of the testing. If retesting is required, the cost of this additional testing shall be at the Contractor's expense.

F. Electrical Conductivity Test

The Engineer shall receive at least 24 hours' notice for all testing. The Contractor shall perform all testing in the presence of the Engineer in the field.

A low voltage circuit shall be completed with the use of a suitable voltage source and meter to ensure continuity. If a close clamp circuit cannot be completed, the cause shall be isolated and corrected. Thereafter, the section in which the defective test occurred shall be retested as a unit and shall meet the requirements.

In order to provide joint conductivity, copper jumpers shall be installed between the mechanical joint fittings. The copper jumper shall consist of a minimum of one and one-half inch by ten inch (1-1/2" x 10") wide flat copper strip with holes on either end to accommodate the bolts on the mechanical joints. The nuts and bolts used to affix more than one copper strap shall consist of Silicon Bronze meeting all ANSI/AWWA specifications. No grinding or chipping of the epoxy coatings shall be allowed.

Complete the pressure test as per Section 2611.3G. If this fails, the Contractor shall attempt to locate and repair the leak. As a final option, the leakage test shall be performed with approval from the Engineer.

The Owner does not guarantee that the existing gate valves will maintain the leakage test requirement and as an alternate, the Contractor will be required to plug the newly-installed line and test separately each segment of line installed. All wet taps and/or cut-ins shall be tested separately and immediately prior to backfilling. See Typical Air Bleed and Testing Detail.

G. Hydrostatic Testing of Watermains

The Engineer shall receive at least 24 hours' notice for all testing. The Contractor shall perform all testing in the presence of the Engineer in the field.

Service pipes may be tested at the time of the foregoing test, if installed, at the Contractor's option; however, testing of service pipes may be completed as a separate operation from main testing. Service pipe testing, if done separately, shall be done with the corporation stop open.

Add the following new paragraph to CEAM 2611.3:

I. Temporary Water Distribution System

The temporary water distribution system shall be designed to meet a pressure requirement of 30 psi to 60 psi when in operation.

Prior to installing the temporary water distribution system, a detailed plan of the temporary water distribution shall be provided by the Contractor and approved by the Engineer. The Contractor shall allow one week for review and acceptance by the Engineer. The plan shall detail connection points, valves, redundancy measures, back feed ports, materials, mainline and service sizes, sampling points,

emergency procedures, and other related information about the temporary water system including installation methods at all street crossings and driveways. The Contractor shall demonstrate that the level of service to the water users will not be significantly impacted and that the temporary system will supply water demands at pressures normal to the existing system. The Contractor shall identify large or exceptional water users and incorporate their needs into the temporary water distribution system.

I1. Location

All above ground piping shall be installed with appropriate ramping or burial such that the piping will:

- Not be endangered by equipment or vehicular traffic;
- Not pose a hazard for pedestrians (tripping, etc.);
- Provide a barrier-free access; and
- Be constructed to safeguard against vandalism and tampering.

All driveway and street crossings must be buried.

The proposed phasing for the temporary water distribution system shall be planned such that no sleeves will be required to construct the new permanent water distribution system.

I2. Source Water Connection

Source water connections to fire hydrants are discouraged unless the Contractor can demonstrate that the hydrant has been disinfected and thoroughly flushed. The Owner and Engineer assume no responsibility for the quality of water obtained from a hydrant. After disinfection, the hydrant shall be pressurized at all times in which it serves as a source of potable water. Isolation valves are required at the source water connection, branches (two on 3-way, three on 4-way) and at every service.

I3. Reduced Pressure Zone (RPZ)

The Minnesota State Plumbing Code required protection of potable water. A Reduced Pressure Zone (RPZ) backflow preventer must be installed at each point of connection. That RPZ must be tested annually and rebuilt on a five-year operating cycle, in accordance with the State Plumbing Code. The Contractor shall provide certification of such for each RPZ utilized with the project. Installation of RPZs shall be included with the cost of the temporary water distribution system.

I4. Pressure Testing and Leakage

All above ground piping shall be regularly inspected to ensure leak tight connections at the beginning and during the period that the temporary water distribution system is in use. At the discretion of the Engineer, buried temporary water distribution piping shall satisfy hydrostatic pressure testing.

The Contractor shall make its own determination about water pressure maintained by the temporary water distribution system and shall determine if a pressure reduction valve(s) (PRV) is necessary. If so, the PRV shall be include with the cost of the temporary water distribution system.

I5. Chlorine Residual and Bacteriological Testing

After the temporary water distribution system is installed (both mainlines and services) in its final location, but before service piping is connected to the water users, the temporary water distribution system shall satisfy the chlorine residual and bacteriological testing standards and protocols for the commissioning of new watermain. Disinfection materials and procedures, and the collection and testing of water samples, shall be in accordance with the provisions of AWWA C-651.

16. Service Connections

The service connection piping shall be installed and disinfected at the same time as the main line in order that disinfection is accomplished on the service piping. The final connection to the water user shall not be made until the chlorine residual and bacteriological testing requirements have been satisfied. A check valve shall be installed on the service connection between the mainline and the connection to the water user. Prior to connection to water users, individual service lines shall be thoroughly flushed. The final connectors shall be spray-disinfected and swabbed with a minimum 1 percent and maximum 5 percent sodium hypochlorite (bleach) solution to disinfect the fittings. The Contractor shall arrange for the plumbing system to be flushed to remove any elevated chlorine residuals. A typical service connection to a private building shall be at an outside hose bib, requiring the water valve at the meter to be shut-off. It is the responsibility of the Contractor to determine how to provide temporary water service to the satisfaction of the property Owner and the Engineer. The Contractor is responsible to provide an appropriate connection to the water user. The property Owner is under no obligation to allow the temporary water system to be connected to their internal system at any location other than on the public side of the curb stop. If a property Owner will not permit an above ground connection as typical, it shall be the Contractor's responsibility to make alternate arrangements to service the property. In lieu of making aboveground temporary servicing, the Contractor has the option to connect the temporary distribution system to the public side of the existing curb stop.

17. Operation

The temporary water distribution system shall be continually pressurized after the bacteriological testing is completed and be capable of supplying normal water demands throughout its installation. In the event of a main or service break, the Contractor shall take immediate steps to minimize water loss and to avoid system contamination. Each end of the broken pipe shall be elevated in a manner to avoid backflow into the pipe. All fittings used in the repair and the pipe ends shall be spray-disinfected and swabbed with a minimum 1 percent and maximum 5 percent sodium hypochlorite (bleach) solution to disinfect the connection. At the discretion of the Engineer, a round of chlorine and bacterial samples may be taken to ensure the integrity of the system.

18. Off-Hours Corrective Action

If corrective action is needed to the temporary water distribution system outside of normal working hours, the Engineer or Owner will attempt to contact the Contractor to take corrective actions. At the preconstruction meeting for the project, the Contractor shall provide the name and 24-hour contact information for the person(s) responsible for repairs. If, in the sole opinion of the Owner, the Contractor is unable to make the corrections in a timely manner, the Owner may direct their own forces to take corrective steps. The Contractor will be responsible for any costs incurred by the Owner.

19. Relocation of the Temporary Water Distribution System

The relocation of the temporary water distribution system either in whole or in parts by any means without conducting and passing the chlorine residual and bacteriological requirements shall not be permitted. Relocation is defined as depressurizing and moving the pipe work to service other water users.

Add the following new paragraph to CEAM 2611.3:

J. Irrigation System Repair

The Engineer shall attempt to field verify any existing irrigation systems in the project area prior to construction. The Engineer shall notify the Contractor of such known systems. The Contractor shall avoid

or minimize disturbance to existing irrigation systems during construction. Homeowners must be notified by the Contractor a minimum of 24 hours prior to any disturbances or disruptions of existing irrigation systems.

Temporary repairs (i.e. plugging, pinching off impacted lines, etc.) shall be required where feasible, allowing for partial use of the irrigation system by the homeowner during construction. Temporary repairs shall be incidental to the irrigation system repair.

Existing private irrigation systems (of all types and designs) impacted by construction are to be repaired and/or replaced. New components used in the repair/replacement shall be consistent with existing system components. The existing system and its components shall be salvaged and reinstalled where possible.

2504.4 (CEAM 2611.4) METHOD OF MEASUREMENT

The provisions of CEAM 2611.4 are modified and/or supplemented with the following:

H. Ductile and Gray Iron Fittings

Ductile Iron compact fittings (AWWA C153) shall be measured by the pound. (See Appendix for Fitting Weights table.)

Add the following new paragraph to CEAM 2611.4:

K. Insulation

Insulation shall be measured on a square yard basis installed to the specified thickness, and shall include all materials, equipment, and labor required for placement.

2504.5 (CEAM 2611.5) BASIS OF PAYMENT

Payment shall be made for each installed at the unit price in the proposal and shall be compensation in full for all time, materials, equipment, and labor to adjust each valve box as directed by the Engineer, including multiple adjustments to suit blacktop lifts. Payment for new gate valves and boxes includes adjustments for asphalt placement. No additional compensation will be made for sewer and water service lines not constructed in a common trench.

Payment at the lump sum unit price for Temporary Water Service shall include all costs of furnishing, installing, and removing the temporary water distribution system as required by the plans and specifications.

Irrigation System Repair: Payment at the bid unit price per each sprinkler system repair shall include all labor and materials required to satisfactorily repair each existing irrigation system impacted by construction, including but not limited to salvaging, repairing, or replacing the system and/or its components. If the Contractor damages an existing system unnecessarily or is otherwise negligent, the Owner reserves the right to require payment of the resulting excessive repair costs by the Contractor.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2504.601	TEMPORARY WATER SERVICE	LS
2504.602	CONNECT TO EXISTING WATER MAIN	EACH
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH
2504.602	HYDRANT	EACH
2504.602	ADJUST HYDRANT	EACH
2504.602	ADJUST GATE VALVE & BOX	EACH
2504.602	___" CORPORATION STOP	EACH
2504.602	___" GATE VALVE & BOX	EACH

2504.602	___" CURB STOP & BOX	EACH
2504.602	IRRIGATION SYSTEM REPAIR	EACH
2504.603	___" TYPE PE PIPE	L F
2504.603	___" WATERMAIN DUCTILE IRON CL 52	L F
2504.603	___" PVC WATERMAIN	L F
2504.603	___" STEEL CASING PIPE	L F
2504.604	4" POLYSTYRENE INSULATION	S Y
2504.608	DUCTILE IRON FITTINGS	LB

2506 (CEAM 2621) MANHOLES AND CATCH BASINS

The provisions of MnDOT 2506 shall apply, in addition to the provisions of CEAM 2621, Sanitary Sewer and Storm Sewer Installation, which are modified and/or supplemented as follows:

2506.2 (CEAM 2621.2) MATERIALS

The provisions of CEAM 2621.2 are modified and/or supplemented with the following:

B. Metal Sewer Castings

Metal Sewer Castings shall conform to the Standard Detail Plates. All castings shall be Class 35B or better, in accordance with MnDOT 3321. The words "SANITARY SEWER" or "STORM SEWER" shall be cast on top of each manhole cover in 2 inch letters as applicable.

Except as directed on the plans, all castings shall be used for the following situations:

1. Type B618 curb storm sewer casting shall be Neenah R-3067-V or Engineer approved equal.
2. In roads, concrete walks, and bituminous paths, storm and sanitary sewer casting shall be Neenah R-1642 with two (2) pick holes or Engineer approved equal.
3. In backyards or "green areas", the storm sewer casting shall be Neenah R-4342 or Engineer approved equal.
4. When drive over castings are approved by the Engineer, the storm sewer casting shall be Neenah R-3501-TB.

C. Precast Concrete Manhole and Catch Basin Sections

Precast concrete drainage structures shall be utilized in all locations. For shallow structures, the Contractor shall furnish precast structures with additional depth as necessary for pre-casting, not to exceed a maximum of two feet (2') deeper than the plan design build. The additional depth of manhole shall be filled with grout to match elevations of proposed pipe inverts.

Delete CEAM 2621.2.C, Item 3 and replace with the following:

- (3) Sanitary sewer inlet and outlet pipes shall be joined to the manhole with a watertight joint consisting of a rubber boot with a non-magnetic, corrosion resistant steel coupling band or equal.

Add the following new item to CEAM 2621.2.C:

- (7) The base of sanitary manholes shall be cast integral with the bottom section of the manhole unless noted otherwise.

Add the following new paragraph to CEAM 2621.2:

F. Chimney Seal and Joint Wrap

The adjusting rings and castings of each sanitary sewer and storm sewer manhole located within the project area shall be sealed with external chimney seal, Infi-Shield or approved equal, meeting the material and installation requirements of the manufacturer.

The Contractor shall furnish and install Infi-Shield Gator Joint Wrap (12-inch) or approved equal at all manhole joints, per manufacturer's recommendations and/or other approved methods to prevent leakage into the manhole. If leakage occurs, the Contractor will be responsible for providing a watertight manhole.

2506.3 (CEAM 2621.3) CONSTRUCTION REQUIREMENTS

The provisions of CEAM 2621.3 are modified and/or supplemented with the following:

B. Appurtenance Installations

It is the Contractor's responsibility to verify the type and quantity of casting assemblies prior to ordering materials.

The final surface elevation of the frame or ring casting shall be 1/2 in below the adjacent pavement surface elevation and at-grade in turf areas unless noted otherwise.

Frame and ring castings within curbs shall be encased in a minimum of 6 in thick concrete around the outside of the adjustment rings. Rim elevations shall be set to correspond with the depressed curb as detailed in the Plans.

Add the following new paragraph to CEAM 2621.3.B:

B1. Chimney Seal

All chimney seal installation shall be performed in accordance with the manufacturer's recommendations. The Contractor shall be required to perform the installation of the first chimney seal in the presence of the Engineer to verify that the installation is acceptable and in accordance with the manufacturer's recommendations.

D. Manhole and Catch Basin Structures

For shallow structures, the Contractor may furnish precast structures with additional depth as necessary for pre casting, not to exceed a maximum of 2 ft deeper than the plan design build. The additional depth of manhole shall be filled with grout to match elevations of proposed pipe inverts.

Steps shall be aligned over the downstream side of the manhole and be:

- 1 in plus or minus horizontal alignment
- 1 in plus or minus vertical alignment with 16 in spacing

Catch basins under curb and gutter shall be installed to an alignment deviation of less than 0.20 ft with the top slab centered over the base. Deviations greater than 0.2 ft shall be corrected by the Contractor by moving the base to its proper location. All grade stakes involved must be saved by the Contractor. If a catch basin location must be adjusted and the grade stake shows the Contractor to be in error or the grade stake has been destroyed, the Contractor must make the correction at their expense.

All manholes must be protected or covered with plates, castings, or other approved materials at all times during construction to prevent sediment from entering the system. Sanitary manholes shall be covered to also prevent rainwater from entering the sanitary sewer system. This is included in the construction of the structure.

When installing a new structure within an existing pipe network, the Contractor shall verify the structure location, invert elevation and line of any existing opening to ensure the installation of the proposed sewer facility can be constructed according to the plan requirements. The Contractor shall immediately inform

the Engineer of any deviation from the plan requirements necessitated by existing conditions. The Contractor shall ensure that upon completion of the connection that the area of the connection be watertight. The Contractor shall ensure smooth even flow from the newly connected pipe to the invert of the existing structure.

New connections to any existing sanitary sewer manhole shall be core drilled with an approved type of coring machine. The coring shall produce uniform, smooth circular cutouts as required for proper fit. The cutout discs shall be retrieved and disposed of properly. The connection with the newly installed pipe shall be sealed watertight with a KOR-N-SEAL boot or approved equal.

New connections to any existing drainage structure shall be sawcut out where the storm is to be inserted. The joints at the connection shall be filled with mortar or an approved joint compound material as required to make a watertight connection.

2506.4 (CEAM 2621.4) METHOD OF MEASUREMENT

The provisions of CEAM 2621.4 are modified and/or supplemented with the following:

Delete CEAM Paragraph 2621.4.B and replace with the following:

B. Manholes

Manholes will be measured by length in accordance with MnDOT 2506.4.A unless noted otherwise.

Where manholes are measured by length, the casting assembly will be measured separately by each, in accordance with MnDOT 2506.4.C

Payment for connection to existing sanitary sewer manhole shall be made for each connection to existing sanitary sewer manholes. The Contractor shall verify locations, alignment, and elevation prior to connecting. KOR-N-SEAL or approved equals shall be incidental. Joint Wrap shall be incidental.

Delete CEAM Paragraph 2621.4.C and replace with the following:

C. Catch Basins

Drainage structures of each design designation will be measured in accordance with MnDOT 2506.4.A unless noted otherwise.

In accordance with MnDOT 2506.4.C, where drainage structures are measured by length, the casting assembly will be measured separately by each. No separate measurement for casting assemblies will be made where drainage structures are measured as a unit.

H. Appurtenant Items

Chimney seals shall be measured by the number of each chimney seal provided and installed.

Add the following new paragraph to CEAM 2621.4:

I. Adjust Frame and Ring Casting

Measurement for adjustment of frame and ring castings shall be for existing castings that are adjusted in preparation for bituminous wear course placement or curb and gutter placement. Initial casting placement after base course construction, installation of new castings on catch basins or structures, or installation of any castings in areas outside of the bituminous roadway surface shall be considered included with the casting and/or manhole structure pay item.

2506.5 (CEAM 2621.5) BASIS OF PAYMENT

The provisions of CEAM 2621.5 are modified and/or supplemented with the following:

Add the following new paragraphs to CEAM 2621.5:

A. Casting Assembly

Payment for both sanitary sewer and storm sewer castings shall be made under the casting assembly pay item. This item shall include furnishing, installing, and adjusting each new casting assembly and be compensation in full for all materials, labor, and equipment required to set the furnished and install castings on new or existing structures to the required elevation for new pavement surface, including multiple adjustments to suit pavement lifts.

B. Chimney Seal

The bid unit price for chimney seal by the each shall be compensation in full for all materials, labor and equipment necessary to perform the work.

C. Construct Sanitary Manhole

The bid unit price for construct sanitary manhole by linear foot, shall be compensation in full for all materials, labor, equipment, casting adjustments, excavation, and backfilling necessary to install the manhole. A separate bid item shall be provided for the casting assembly.

D. Construct Drainage Structure

The bid unit price for construct drainage structure design special (2 ft x 3 ft) by each, shall be compensation in full for all materials, labor, equipment, casting, casting adjustments, base slab, excavation, and backfilling to install the catch basin. The casting assembly shall be considered included with the drainage structure.

The bid unit price for construct drainage structure by linear foot of each structure design and size, shall be compensation in full for all materials, labor, equipment, casting adjustments, base slab, excavation, and backfilling to install the drainage structure. A separate bid item shall be provided for the casting assembly.

No separate payment shall be made for connecting to a new drainage structure.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2506.502	CASTING ASSEMBLY	EACH
2506.502	ADJUST FRAME & RING CASTING	EACH
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	L F
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F
2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH
2506.602	CHIMNEY SEAL	EACH
2506.602	CASTING ASSEMBLY (SANITARY)	EACH
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH
2506.602	RECONSTRUCT MANHOLE (SANITARY)	EACH
2506.603	CONSTRUCT 48" DIA SANITARY MANHOLE	L F
2506.603	CONSTRUCT 8" OUTSIDE DROP	L F

2511 RIPRAP

The provisions of MnDOT 2511 are modified and/or supplemented with the following:

2511.2 MATERIALS

Add the following new paragraph to MnDOT 2511.3:

D. Geotextile Filter Material

Provide geotextile filter material, meeting the requirements of MnDOT 3733 and the following:

- (1) Type 3 for use under Class I and Class II random riprap;
- (2) Type 4 for use under Class III and Class IV random riprap and hand-placed riprap on slopes no steeper than 3:1, horizontal to vertical;
- (3) Type 7 for use under Class III and Class IV random riprap on slopes steeper than 3:1, horizontal to vertical, and under Class V random riprap.

2511.3 CONSTRUCTION REQUIREMENTS

Delete MnDOT 2511.3.F and replace with the following:

F. Quality Control (QC)

Refer to the requirements in the Schedule of Materials Control for Project specific requirements.

F.1 Gradation and Certification Requirements

For riprap meeting 3601.2.A and 3601.2.B test one gradation per year for each product using either:

- (1) FHWA Hydraulic Toolbox, Test method 5-692.212 in the Grading and Base Manual. Record and submit results using form G&B-108a, found on the MnDOT Grading and Base website,
- (2) WipFrag or an alternative image analysis software, approved by the Engineer. Record and submit test results using form G&B-108a, found on the MnDOT Grading and Base website, or
- (3) Wolman Count Method. Test method 5-692.211 in the Grading and Base Manual. Record and submit results using form G&B-108b, found on the MnDOT Grading and Base website.

Provide certification for each product, using Form G&B-104bb, and attach required test(s).

F.2 Carbonate Quarried Riprap

For riprap meeting MnDOT 3601.2.A and MnDOT 3601.2.B the supplier is required to have an approved QC Plan, prior to delivery of stone, when either of the following apply:

- (1) Quantities are greater than 100 cu. yds
- (2) Riprap is used for Bridge protection, as shown in the Plan

The Carbonate riprap QC Plan requirements are found on the MnDOT Geology Web page. Contact the MnDOT Geology Unit a minimum of 60 days prior to supplying riprap.

Provide certification, for each product, using Form G&B-104b, and attach required test(s).

F.3 Riprap meeting MnDOT 3601.2.C or 3601.2D, and 3601.2.E

Provide certification using Form G&B-104b, found on the MnDOT Grading and Base website.

Delete MnDOT 2511.3.G.1 and replace with the following:

G.1 Riprap meeting MnDOT 3601.2.A or 3601.2B

For gradation compliance the Engineer will visually inspect the riprap and perform the D85 test, test method 5-692.210, listed in the Grading and Base Manual and complete Form G&B-108a, found on the MnDOT Grading and Base website.

If the material fails to meet requirements based on the visual check or the D85 results, the Engineer will test the gradation using one of the following methods:

- (1) FHWA Hydraulic Toolbox, 5-692.212 test method, listed in the Grading and Base Manual and Form G&B-108a,
- (2) WipFrag or a similar image analysis software, as approved by the Engineer, and Form G&B-108a, or
- (3) The Wolman Count, 5-692.211 test method, listed in the Grading and Base Manual and Form G&B-108b.

2511.4 METHOD OF MEASUREMENT

Delete MnDOT 2511.4.B and replace with the following:

B. Filter Materials

No separate measurement shall be made for filter Materials or geotextile filter Material. Filter Materials shall be considered included with the installation of the riprap.

2511.5 BASIS OF PAYMENT

The bid unit price for riprap of each type and class includes the cost of providing the Materials, excavating, and preparing the foundations, placing the riprap stone, and providing and placing the filter Materials as required by the contract.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2511.507	RANDOM RIPRAP CLASS III	C Y

2521 WALKS

The provisions of MnDOT 2521 are modified and/or supplemented with the following:

2521.2 MATERIALS

A. Concrete

All concrete shall be Type 3 air-entrained concrete as specified in MnDOT 2461.

When the compressive strength of the concrete test cylinders is less than 4,500 PSI at the twenty-eight (28) day test break, the Owner will decide whether or not the defective concrete must be removed and replaced on a case by case basis. The removal and replacement costs shall be the responsibility of the Contractor. If the Owner decides to allow the concrete to be left in place, the Contractor shall receive no compensation for that section that is determined to be of deficient strength.

E. Granular Materials

Subgrade shall meet requirements of Section 2211 Class 5 aggregate base. Crushed concrete shall meet the requirements of MnDOT 3149 and be used at the direction of the Engineer.

2521.3 CONSTRUCTION REQUIREMENTS

All concrete sidewalk placed between October 1 and October 15 must be high early strength concrete. No concrete sidewalk shall be placed on any project after October 15 or before April 15 without approval from the Engineer. No walk installed on frozen ground will be allowed.

Signing for "Walk Closed" signs, during reconstruction or repair of concrete walks shall be considered incidental. Placement shall be at the beginning and end of each block segment or as directed by the Engineer.

Where private utilities are to be installed within the public right-of-way and drainage and utility easements, and are on the same side as the walk, the private utility work shall be coordinated with all applicable private utility companies such that all construction of private utilities will be completed prior to construction of the walk. The Contractor shall be responsible for coordination with the private utilities, Engineer, and Owner to ensure that the private utilities are constructed prior to the walk. The Contractor shall give a minimum of two weeks notification to private utilities for the estimated completion date of curb, gutter, grading, and erosion control stabilization. No additional compensation from the Owner shall be provided to the Contractor for any claims of crews being delayed because of scheduling issues with private utility companies resulting from inadequate notification of curb, gutter, grading, and erosion control completion dates.

D. Placing and Finishing Concrete

Each concrete batch shall be tested for air content prior to placement as specified in Division 1. Any batch not meeting these requirements shall be rejected.

Slip form machine placement will be allowed and shall conform to MnDOT 2531.3D requirements.

D.2 Joint Construction

Expansion joints shall be placed at locations where a fixed object or structures extend through the walk, at pedestrian ramps and where thicknesses may vary. Spacing of contraction joints shall equal the width of the walk or not to exceed the maximum of sixty feet (60') apart.

Joint widths shall be as specified in MnDOT 2521. Larger joint widths may be allowed with prior approval from the Engineer and shall require the Contractor to construct a mock-up sidewalk containing the desired joint width. Construction of a mock-up sidewalk shall be considered incidental to the construction of the concrete walk.

Joints abutting existing sidewalks in excess of one eighth of an inch (1/8") in elevation measured with a straightedge from the existing pavement will be considered unacceptable.

Joint Sealing shall not be required unless specified for concrete paving.

Delete MnDOT 2521.3.D.3 and replace with the following:

D.3 Workmanship and Quality

Any deviation in the design curvature of concrete edges in excess of three eighths of an inch (3/8"), measured with a ten-foot (10') straightedge, will be considered unacceptable. Any surface area allowing the entrapment of water at a depth of one eighth inch (1/8") or greater will be considered unacceptable.

E. Concrete Curing and Protection

When temperatures are projected to fall below 36 degrees F within the next twenty-four (24) hours, insulated blankets shall be used for curing. All costs associated with blanket curing shall be incurred by the Contractor. Failure to comply with these provisions will be considered unacceptable.

Add the following new paragraph to MnDOT 2521.3:

H. ADA Requirements (MnDOT Standard Plan Sheet No. 5-297-250)

H.1 Concrete Walk

The minimum continuous and unobstructed clear width of a Pedestrian Access Route (PAR) shall be 4.0 feet. All new or reconstructed sidewalk widths shall match or exceed in place sidewalk and in no case shall it be less than 5.0 feet in width except at locations where obstructions cannot be moved or at driveways where slopes exceed the maximum allowable grades. The cross slope of the sidewalk shall not exceed 2% and shall be measured across the entire surface width of the sidewalk. Curb ramps shall meet or exceed existing sidewalk widths and curb openings. Maintain a consistent flat smooth surface within the PAR.

Where sidewalk grade changes adjacent to fixed structures, the sidewalk shall be finished around these structures to the satisfaction of the Engineer.

Sawcut concrete curb ramp, sidewalk, and driveway contraction joints. Exceptions for tooling relief joints are allowed for large driveway placements, long sidewalk placements to prevent random cracks, and minor repairs. Obtain approval from the Engineer where tooling of contraction relief joints will occur.

Sawcut curb and gutter contraction joints within the PAR including contraction joints at zero-inch height curb locations.

Sawcut a visual joint at the top grade break of walkable flares to indicate a change in grade meeting MnDOT 2521.3.D, except the depth requirement is reduced to 1/4 inch.

To avoid corner breaks, all walk edges shall be formed and constructed perpendicular to the back of curb and gutter sections and concrete structures for a one foot minimum distance.

H.2 Grading

Fill sections shall be graded flush with the top of walk for a minimum 18 inches from the edge of walk at 2% slope and then down at a maximum 1:3 slope to existing terrain unless otherwise detailed in the Plan. Blend in the toe of fill slope and adjacent areas so as not to adversely affect drainage.

H.3 Landings

An initial landing is the first required landing of a pedestrian ramp. Form and place initial landings at the top of a ramped sloped surface (>2% longitudinal slope), with an independent concrete pour unless the initial landing is located at roadway grade such as depressed corners, parallel ramps, rural flat landings, or flat cut-throughs. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate landing pour.

Construct initial landings in a single concrete placement, whenever possible, as a single plane surface having no grade breaks. If single concrete placement is not possible, follow the requirements for tie bar placement in accordance with the details shown in Standard Plan 5-297.250 Sheet 6 of 6 and tie adjacent landings together. Keep architectural elements such as brick pavers or concrete stamping outside the curb ramps and curb ramp landings.

Cast in-place or drill and grout tie bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 6 of 6. If cast in place, install tie bars through holes in the forms, with a form height at least equal to the walk thickness of the formed concrete shown in the Plans. These bars shall be deformed and shall be installed with 2" minimum concrete cover.

All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed.

2521.5 BASIS OF PAYMENT

Delete Mn2521.5.A in its entirety.

The bid unit price for walk of each type includes the cost excavation, grading, aggregate base, material, and placement of concrete as detailed.

Maximum of 10 pop outs per square yard. Where maximum pop out limit matched or exceeded, the Contractor shall replace the concrete pavement at no additional cost. Replacement will be by the whole panel only to the nearest tooled joint.

Reinforcement bars for pedestrian curb ramps shall be included in the Bid Unit Price for the Concrete Walk.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2521.518	4" CONCRETE WALK	S F
2521.518	6" CONCRETE WALK	S F

2531 CONCRETE CURBING

The provisions of MnDOT 2531 are modified and/or supplemented with the following:

2531.1 DESCRIPTION

This work also consists of furnishing and installing Truncated Dome Systems at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines (PROWAG). Truncated domes shall provide a visual contrast to the concrete ramp of either dark on light or light on dark. This work shall be performed in accordance with the applicable MnDOT Standard Specifications, Special Provisions, and the details in the Plan.

2531.2 MATERIALS

Add the following new paragraph to MnDOT 2531.2:

G. Truncated Domes

The Contractor, with approval of the Engineer, shall select a truncated dome product from the Approved/Qualified Products List.

2531.3 CONSTRUCTION REQUIREMENTS

All concrete pavement placed between October 1 and October 15 must be high early strength concrete. No concrete pavement shall be placed on any project after October 15 or before April 15 without approval from the Engineer. No walk installed on frozen ground will be allowed.

Prior to curb installation, the Contractor shall expose all catch basin structures and manholes as directed by the Engineer and verify proper opening alignment with the curb and proper structure build heights. All necessary corrections to alignment and build shall be made by the Contractor in a timely manner. This work shall be incidental to the Contract.

All valley gutters shall be constructed with staged pours, in which half the width of the valley gutter is constructed at a time using a keyway to connect the two halves. This shall be done to maintain access to adjacent properties, with no additional compensation.

C. Placing and Finishing Concrete

For concrete curb and gutter, including curb fill-ins, mechanical vibration of the concrete will be required to produce a smooth curb face.

For concrete driveway pavement, a power concrete screed shall be used on all concrete driveway pavement. Roller screeds will not be allowed.

D. Slipform Machine Placement

Where existing driveways are being protected, or do not need to be removed, the Contractor shall hand pour the concrete curb along these driveways. No additional compensation will be granted the Contractor for this work.

E. Joint Construction

Expansion joints shall be placed at locations where a fixed object or structures extend through the walk, at pedestrian ramps and where thicknesses may vary. Spacing of contraction joints shall equal the width of the walk or not to exceed the maximum of sixty feet (60') apart.

Joint widths shall be as specified in MnDOT 2521. Larger joint widths may be allowed with prior approval from the Engineer and shall require the Contractor to construct a mock-up sidewalk containing the desired joint width. Construction of a mock-up sidewalk shall be considered incidental to the construction of the concrete walk.

Joints abutting existing sidewalks in excess of one eighth of an inch (1/8") in elevation measured with a straightedge from the existing pavement will be considered unacceptable.

Joint Sealing shall not be required unless specified for concrete paving.

G.1.a Membrane Curing Method

When temperatures are projected to fall below 36 degrees F within the next twenty-four (24) hours, insulated blankets shall be used for curing. All costs associated with blanket curing shall be incurred by the Contractor. Failure to comply with these provisions will be considered unacceptable.

L. Backfill Construction

Backfilling of the curb and gutter shall be completed prior to bituminous surfacing of the roadway.

M. Workmanship and Finish

Any deviation in the design curvature of concrete edges in excess of three eighths of an inch (3/8"), measured with a ten-foot (10') straightedge, will be considered unacceptable. Any surface area allowing the entrapment of water at a depth of one eighth inch (1/8") or greater will be considered unacceptable.

The complete concrete work shall give the appearance of uniformity in surface contour and texture and shall be accurately constructed to line and grade. The freshly finished surface shall be protected, surfaces pitted by rain will be considered unacceptable. Unacceptable work shall be removed and replaced with acceptable work as ordered by the Engineer.

Prior to placement of the bituminous wear course, all unacceptable, cracked, or broken concrete curb and pavements shall be replaced at no additional cost to the Owner. Saw and seal of cracked concrete will not be allowed. Replacement will be by the whole panel only to the nearest tooled joint.

Add the following new paragraph to MnDOT 2531.3:

N. Truncated Domes

Firmly press truncated domes into concrete filling the vent holes on the truncated dome plates.

Obtain Engineer's approval prior to cutting truncated domes. Minimum cut section surface area is two square feet. Grind cut edges smooth. A maximum of one cut section is allowed per pedestrian ramp. Coated colored truncated domes shall not be cut.

Screed the surrounding concrete finishing flush with the truncated dome plate edge. The maximum surface deviation is 3/16 inches. Provide a 3 inch minimum concrete border around the edges of the truncated domes.

Contractor shall modify the curb line radius in accordance with MnDOT Standard Plan 5-297-250 and may adjust the zero-length height curb locations up to 6 inches laterally if radial dome sections are used.

Add the following new paragraph to MnDOT 2531.3:

K. ADA Requirements (MnDOT Standard Plan Sheet No. 5-297-250)

K1. Concrete Curb and Gutter

Construct curb and gutter to meet the details in the Plan. When machine placed, the gutter inslope shall be poured at 3% inflow around the radius or at a minimum distance of 10 feet from any zero-height curb section. Construct the gutter inslope and transitions as detailed in the Plans. Modify the proposed gutter width to not protrude into the adjacent travel.

Leave a minimum 3 feet of in place curb and gutter between an existing joint and the saw cut. If the 3 foot minimum cannot be maintained, place the saw cut over the existing joint. Install epoxy coated reinforcement bars per Standard Plans 5-297.250 (Sheet 6 of 6) if construction joints are utilized within a quadrant radius.

Form, at a minimum, the top 1.5 inches of the gutter face (front of gutter). The existing roadway edge is not to be used as a form for the top 1.5 inches of the gutter face unless approved by the Engineer.

If the gutter flow line in front of the proposed curb ramp exceeds 2.0% slope, adjust the flow line to 2% or less if feasible while following the roadway criteria as per Standard Plans 5-297.250 (Sheet 6 of 6). The bituminous patch in front of the truncated domes should be 1% minimum to 5% maximum slope measured perpendicular to the flow line. In no case shall a newly constructed curb and gutter flow line exceed 8% unless the roadway profile exceeds 8%.

Drainage patterns shall not be altered unless called for in the Plans or approved by the Engineer.

Construct a contraction joint through the curb and gutter section where the curb height equals zero inches. If any curb and gutter joints fall within the Pedestrian Access Route (PAR), meet the requirements of MnDOT 2521.3.C.

When constructing directional curb where truncated domes are perpendicular to the path of travel, the triangular concrete area between the grade break/edge of truncated domes and the gutter face (front face of gutter) shall be constructed integral.

2531.4 METHOD OF MEASUREMENT

A. Length

Concrete valley gutter shall be measured per linear foot installed as measured through the flow line. No separate measurement shall be taken for any apron space necessary to connect the valley gutter to the adjacent curb and gutter.

B. Area

The Engineer will measure the area of square or rectangular truncated dome areas along the edge and radial truncated domes along the long chord multiplied by two.

2531.5 BASIS OF PAYMENT

Delete MnDOT 2531.5.A in its entirety.

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

Aggregate base material and excavation required beneath concrete driveway pavement shall be considered included in the cost of the concrete driveway pavement.

The Contract unit prices for Truncated Domes shall be compensation in full for equipment, labor and materials required to complete the Work.

The Contractor shall designate a responsible person (ADA Compliance Supervisor) in accordance with the requirements of Division 1 (1804) Prosecution of Work. No measurement will be made of the various duties of the ADA Compliance Supervisor.

Maximum of 10 pop outs per square yard. Where maximum pop out limit matched or exceeded, the Contractor shall replace the concrete pavement at no additional cost. Replacement will be by the whole panel only to the nearest tooled joint.

B. Schedule

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2531.503	CONCRETE CURB & GUTTER DESIGN _____	L F
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y
2531.603	CONCRETE CURB & GUTTER DES SURMOUNTABLE	L F
2531.603	CONCRETE RIBBON CURB	L F
2531.603	7" CONCRETE VALLEY GUTTER	L F
2531.618	TRUNCATED DOMES	S F

2540 MAILBOX

2540.1 DESCRIPTION

The provisions herein shall be applicable to all labor, materials, and equipment associated with managing and maintaining mail service for the duration of the project as herein.

2540.2 MATERIALS

When new mailboxes or standards are required, the design (size, color, material, etc.) of the mail box and standard shall be approved by the Owner prior to installation.

2540.3 CONSTRUCTION REQUIREMENTS

The Contractor shall be required to carefully remove each existing mailbox and standard as necessary for construction (including any attached distribution box and/or sign). The mailbox and standard shall be delivered to the homeowner for storage during construction. During construction, the Contractor shall furnish temporary mailboxes for all residents at an accessible location for interim mail delivery as approved by the Postmaster. Each box shall be clearly labeled and mounted on a stable standard. Upon completion of construction, the Contractor shall be required to reinstall the original box and standard as directed by the Engineer. There shall be no interruption of mail delivery.

Temporarily relocate the mailboxes in collaboration with the Engineer and the Post Office.

If the existing mailbox or standard is in such a condition that removal and reinstallation is not feasible, the homeowner shall be provided a new mailbox or standard for installation by the Contractor as directed by the Engineer. The Contractor may request to be relieved of their responsibility for reinstallation by the Engineer, and notification of such relief of responsibility shall only be granted in writing from the Engineer.

In rural areas when addresses are removed with mailboxes, or in any situation when temporary addresses are required, the Contractor shall provide reflective address labels visible for emergency vehicles.

If a concrete base existed prior to construction, a new concrete base shall be installed for the mailbox support. The bid item for new mailbox support shall include the placement of concrete at the support base.

2540.4 METHOD OF MEASUREMENT

A. Temporary Mailbox

Measurement for temporary mailbox shall be per each temporary mailbox furnished and installed.

B. Mailbox

There will be no direct payment made for installation of a new mailbox (provided by the homeowner) to either the existing post or new post. This work shall be considered incidental to either the Mailbox Support or Temporary Mailbox items.

C. Mailbox Support

Measurement for mailbox support shall be per each new mailbox support furnished and installed, as directed by the Engineer.

2540.5 BASIS OF PAYMENT

Payment shall be at the bid unit price per each temporary mailbox. This shall include the salvage of existing mailbox and standard, coordination of temporary mail delivery with the Postmaster, reinstallation of salvaged mailbox and standard, and removal of temporary mailboxes as specified.

Payment shall be at the bid unit price per each mailbox. This shall include furnishing and installing a new mailbox, as directed by the Engineer. Disposal of the existing mailbox which was unsuitable for reinstallation shall be at the Contractor's expense.

Payment shall be at the bid unit price per each mailbox support. This shall include furnishing and installing a new mailbox support, as directed by the Engineer. Disposal of the existing mailbox support which was unsuitable for reinstallation shall be at the Contractor's expense.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2540.602	TEMPORARY MAILBOX	EACH
2540.602	MAILBOX	EACH
2540.602	MAILBOX SUPPORT	EACH

2557 FENCING

The provisions of MnDOT 2557 are modified and/or supplemented with the following:

2557.4 METHOD OF MEASUREMENT

Add the following new paragraph to MnDOT 2557.4:

A. Repair Dog Fence

Measurement will be made of each underground fencing system (per parcel, lot or address) that is to be repaired. Additional compensation shall not be made for repairing the same underground fencing system on multiple occasions or at multiple locations on the same parcel, lot or address. If an underground fencing system is damaged causing the need for repair, repairs beyond the initial repair to that same system will be incidental. Use only an approved epoxy splice kit for underground wire repair. If damage occurs more than once along the property's street frontage, the entire front footage adjacent to the curb shall be replaced.

Compensation will not be made for damage to underground fencing systems that have been identified on the plans or in the field by the Engineer. It is the Contractor's responsibility to protect fencing systems previously identified at no additional compensation.

2557.5 BASIS OF PAYMENT

Add the following new paragraphs to MnDOT 2557.5:

A. Repair Dog Fence

Payment for Repair Dog Fence shall be compensation in full for all labor, materials, and equipment necessary to complete the specified work for the identified parcel, regardless of the number of locations or occasions that the identified system requires repair.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2557.602	REPAIR DOG FENCE	EACH

2563 TEMPORARY TRAFFIC MANAGEMENT

2563.1 DESCRIPTION

Furnish, install, maintain, and remove all traffic control devices required to provide safe movement of traffic and pedestrians through the Project at all times from commencement of the Work until project acceptance. Do not close streets or pedestrian facilities, except as authorized. The Engineer may modify the requirements for traffic control as deemed necessary.

All temporary traffic management must conform to and be installed in accordance with:

- the “Minnesota Manual on Uniform Traffic Control Devices” (MN MUTCD);
- the “Minnesota Temporary Traffic Control Field Manual” (Field Manual);
- the “Speed Limits in Work Zone Guidelines”;
- the “Minnesota Flagging Handbook”;
- the “MnDOT Standard Signs and Markings Manual”;
- the Plan; and
- all applicable standard Specifications and Special Provisions.

Manuals listed above may be found at: <http://www.dot.state.mn.us/trafficeng/publ/index.html>.

2563.2 MATERIALS

A. Temporary Signs and Devices

Reflectorize all signs, paddles, and other traffic control devices including those used for daytime operations. Fabricate temporary rigid signs and devices with retroreflective sheeting material of the appropriate color listed on the Approved Products List (APL) for either “Sheeting for Rigid Temporary Work Zone Signs, Delineators, and Markers (Type IX and XI)” or “Sheeting for Rigid Permanent Signs, Delineators, and Markers (Type IX and XI)”. The sheeting Materials APL is located at the following link: <http://www.dot.state.mn.us/products/signing/sheeting.html>.

Inplace signs that still apply during temporary operations need no change in sign sheeting.

B. Vehicle Conspicuity Tape

The Approved Products List for “Conspicuity Vehicle Sheeting (Type VII)” is found at <http://www.dot.state.mn.us/products/signing/sheeting.html>.

C. Truck/Trailer Mounted Attenuators

The Approved Products List for “Mobile Crash Attenuators” is found at: <http://www.dot.state.mn.us/products/temporarytrafficcontrol/mobilecrashattenuators.html>.

D. Drum Sheeting

On Projects requiring drums per MnDOT Standard Plate 8000 (Channelizers – Type B), provide all drums with six inch fluorescent orange and white sheeting material with no gap between sheeting layers.

E. Crashworthy Signs, Traffic Control Devices, and Ballast

Signs and traffic control devices must meet the crash testing requirements of the AASHTO Manual for Assessing Safety Hardware 2016 (MASH-16). The Owner may require a letter of compliance stating that all signs and traffic control devices comply with MASH-16 requirements. The Letter of Compliance must include drawings of the different signs and devices along with a copy of the FHWA issued Letter of Eligibility or MnDOT MASH Crashworthy Evaluation.

See MnDOT Technical Memorandum No. 19-03-T-01 for information and timelines on the allowable use of crashworthy devices tested under NCHRP-350. <https://techmemos.dot.state.mn.us/techmemo.aspx>.

The approved ballast system for signs and devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. Add a deicer during freezing conditions to prevent the sand from freezing. Place sandbags at the base of the sign or traffic control device. Do not use any ballast that causes a sign or traffic control device to become hazardous to motorists or workers.

2563.3 CONSTRUCTION REQUIREMENTS

Road Work Begins Notice Signs (G20-X1) shall be installed seven calendar days prior to the anticipated start of Work for all roads that will be impacted by construction longer than seven days.

A. Traffic Control Plan, Maintenance, and Inspection

Submit a proposed traffic control plan to the Engineer for acceptance, at least seven days before implementation. If Field Manual layouts are used, specify layout number(s) but do not submit the layouts from the Field Manual. Do not implement the proposed traffic control until accepted by the Engineer.

Immediately repair or replace all traffic control devices that become damaged, moved, or destroyed, and all ballasts that are damaged, destroyed, or otherwise fail to stabilize the device.

Meet the traffic control device quality standards as required in the Field Manual. Immediately replace unacceptable traffic control devices. Signs that are dirty and result in a noticeable loss of reflectivity at night are considered unacceptable and must be cleaned or replaced. Respond promptly to any call from the Engineer concerning the notification of unacceptable traffic control devices.

Provide the names, address, and phone numbers of at least two individuals responsible for placing and maintaining traffic control devices to the Engineer at the Pre-construction Conference. These individuals will be "on call" 24 hours per day, seven days per week during the times any temporary traffic control devices are in place.

Inspect all traffic control devices daily, including one nighttime inspection per week. Verify that the devices are placed in accordance with the Traffic Control Plan, these Special Provisions, and the MN MUTCD. Immediately correct discrepancies between the actual placement and the required placement. Respond immediately to any call from the Engineer concerning any request for improving or corrective traffic control devices.

B. Traffic Control Signs and Devices

The Engineer may require extra traffic control devices in addition to the traffic control devices shown on the Plan or in the Field Manual.

The Contractor shall store on-site a minimum of ten reflectorized drums (Type B channelizers) and five Type III barricades. These additional traffic control signs/devices are to be utilized on the project as directed by the Engineer, with all associated costs included in the lump sum payment for Traffic Control.

Roll-up signs are not allowed unless authorized by the Engineer.

Cover, modify, or remove all signs that are not consistent with traffic operations. Cover the entire sign or that part of the legend that is inappropriate. Sign covers must conform to the Typical Temporary Sign Covering Detail Sheet found in the Plan or at the following link:

<http://www.dot.state.mn.us/trafficeng/workzone/wz-templates/pdf/layout%2020A.pdf>

Maintain street identification signage at all times. Signs may be installed on temporary supports if the permanent sign Structures are affected by operations. This is necessary to maintain the 911 emergency system.

Post mount all signs that will remain in the same location for more than 30 consecutive days. This does not include portable signs which are set up and taken down at the beginning and end of each Work shift.

When the proper location of a sign is on pavement, do not core through the surface. If there is a conflict with underground utilities, attempt to move the sign while maintaining its visibility to traffic. If it is not possible to drive posts into the ground, mount signs on portable supports as approved by the Engineer.

When signs are removed, the sign posts and stub posts must also be removed from the Right-of-way. Posts left in place for future use or removal at a later date must be properly delineated with tubular markers, flags, or other delineation as approved by the Engineer at no additional cost.

All in place signs and delineators that interfere with the Contractor's normal operation may be temporarily relocated by the Contractor at the direction of the Engineer. Store salvaged signs in such a manner as to protect the sign from scratching, fading, or other harmful effects until the signs are reinstalled. After completing work at each sign location, or at the direction of the Engineer, replace the signs as near to their original location as possible or to a location designated by the Engineer. Reinstall sign Structures according to the Type C & D Sign Structural Details Sheet located at the following link: <http://www.dot.state.mn.us/trafficeng/signing/plansheets/groundmounted.pdf>

Signs and structures damaged by the Contractor shall be replaced at the Contractor's Expense.

C. Traffic Safety

Do not suspend material, equipment, tools or personnel over lanes or pedestrian facilities open to traffic.

Protect traffic and pedestrians from excavations, drop-offs, falling objects, splatter or other potential construction hazards.

Do not store Materials or Equipment in the Work zone clear zone unless approved by the Engineer. If Materials or Equipment must be stored within the Work zone clear zone, protect with temporary barrier. If the Engineer agrees that temporary barrier is not practical, delineate with Type B channelizers.

Do not park vehicles or construction Equipment in the clear zone or any location that obstructs traffic control devices. Workers are not allowed to park their private vehicles within the Project limits unless approved by the Engineer.

D. High Visibility Apparel

During night work or low light conditions, all workers must wear high visibility Class E long pants and retro-reflective headgear in addition to the ANSI Class 2 or 3 vest, shirt, or jacket.

All high visibility apparel must be worn in the manner for which it was designed. All apparel worn on the torso must be closed in the front to provide 360-degree visibility. A worker's high visibility apparel must be removed from service and replaced if it becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel.

E. Night Work

Night work is not permitted on this project without prior approval of the Engineer.

F. Vehicle Warning Light Specification

All vehicles and Equipment operating in the Right-of-way must have operable warning lights that are amber in color and meet the appropriate SAE specification. The SAE specification requirements are as follows:

- Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles – SAE Specification J845.
- Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles – SAE Specification J595.

Details on SAE Specification can be found at: <http://www.dot.state.mn.us/const/wzs/lighting.html>.

G. Lane Closure Requirements

Temporary lane closures or other traffic restrictions by the Contractor, during work hours and consistent with any time restrictions, will be permitted only during those hours and at those locations approved by the Engineer. Request temporary lane closures at least two Business Days prior to the closure.

Temporary lane closures will be permitted in accordance with the hours and number of lanes allowed as indicated in the Metro Lane Closure Manual;
<http://www.dot.state.mn.us/metro/trafficeng/laneclosure/index.html>. Lane closures that cross segments as defined in the Manual shall follow the more restrictive limits.

Place traffic control devices in any temporary lane closure that is adjacent to traffic and extends beyond 1000 feet as shown on Layout 61 of the Field Manual. When the lane closure is in place three days or longer, use only Type III barricades.

Use Drum Channelizers in all lane closure tapers and in any shifts in traffic alignment.

Maintain a minimum of two miles between temporary lane closures.

Temporary lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closure will be a greater than normal hazard to traffic.

H. Truck/Trailer Mounted Attenuators (TMAs) for Mobile/Short Duration Operations

Truck/Trailer Mounted Attenuators (TMAs) must be used on all shadow and protection vehicles operating totally or partially in a traffic lane if any temporary traffic control zone is defined as “Mobile/Short Duration” by the Field Manual. All references to “should” in the Field Manual in regards to TMA use for Mobile/Short Duration layouts are hereby changed to “shall.” This requirement applies to all operations utilizing Field Manual layouts 9, 12, 13, 36, 41, 49, 50, 51, 54, 55, 63, 76, 77, 78, and 79. Providing TMAs for “Mobile/Short Duration” work zones is incidental.

I. Flagging Operations

Flaggers must attend a training session taught by a MnDOT-Qualified Flagger Trainer. The trainer must have completed a “MnDOT Flagger Train the Trainer Session” within the last five years and be on file as a qualified Trainer with MnDOT. Provide all flaggers with the MnDOT Flagging Handbook. Flaggers must be in possession of the handbook while flagging on the Project. Furnish the signed “Checklist for Flagger Training” or “Flagger Qualification Card” to the Engineer any time a new flagger reports to work on the Project. The “Checklist for Flagger Training” and other forms and information is found at:
<http://www.dot.state.mn.us/const/wzs/flagger.html>.

All signs associated with the flagging operation must be removed or covered when flagging operations are not present.

Coordinate the flagging operations in a manner that causes minimum delay to the traveling public.

The maximum delay time is 10 minutes. If the operation exceeds the maximum delay time, the operation must be discontinued until a new traffic control plan is developed which meets the maximum delay requirement.

J. Milling, Sealcoating, and Paving Operations

Traffic will be allowed on the milled surface.

When traffic is allowed to drive on the milled and newly paved surfaces, install interim striping and provide appropriate warning signs such as “GROOVED PAVEMENT” and “BUMP” with “Advisory Speed” plaques as shown on Layouts 35 and 66 of the Field Manual.

Taper and/or chamfer any drop-off where traffic will cross from or to the in-place surface, or from or to the milled surface, so as to provide the safe passage of traffic.

Schedule construction operations to minimize traffic exposure to uneven lanes, milled edges, and edge drop-offs. If these conditions cannot be avoided, provide and maintain the appropriate traffic control in accordance with the "LONGITUDINAL DROP OFF GUIDELINES" in the Field Manual.

Do not mill any notches for surfacing tapers until immediately prior to paving. The Engineer may allow notches if temporary bituminous is installed and maintained to provide for the safe passage of traffic until the surfacing is completed. Constructing and milling tapers and/or chamfers is incidental.

Maintain traffic with a minimum of delay during milling and paving operations at intersections controlled by signals or by all-way stop signs.

Intersecting Streets, other than Intersections controlled by signals or all-way stop signs, may be closed during milling and paving operations in the Intersection if there are adequate alternate routes for the intersecting Street traffic. Do not close adjacent intersecting Streets to traffic concurrently. Notify the local Road authorities of the schedule to close intersecting Streets 48 hours in advance of the closure.

When traffic is allowed to drive on the sealed surface, provide and install "LOOSE GRAVEL" and "FRESH OIL" signs with "Advisory Speed" plaques as shown on Layouts 35 and 66 of the Field Manual.

K. Maintenance and Staging of Traffic Control

Pedestrian traffic must be maintained and guided through, or around, the Project at all times.

2563.4 METHOD OF MEASUREMENT

All traffic control required to complete the project as shown in the Plans and as specified will be made as a lump sum payment under item 2563.601 (Traffic Control). Payment includes all costs associated with furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flaggers) as required. No additional measurement for payment will be made for individual activities and devices that constitute Traffic Control, except for other traffic control Bid items specifically listed on the Bid Form.

If the Contractor fails to properly provide, install, maintain, or remove any of the required traffic control devices, the Owner may correct the deficiency and deduct the costs from any moneys due or becoming due to the Contractor in accordance with the General Conditions.

2563.5 BASIS OF PAYMENT

Partial payments for lump sum item 2563.601 (Traffic Control) will be made as follows:

Table 2563.5-1 Traffic Control Partial Payments	
Percent of Original Contract Completed	Pay this Percentage of Traffic Control
5	50
10	75
50	95
All work completed and all traffic control removed	100

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2563.601	TRAFFIC CONTROL	LS

2564 TRAFFIC SIGNS AND DEVICES

The provisions of MnDOT 2564 are modified and/or supplemented with the following:

2564.3 CONSTRUCTION REQUIREMENTS

A. General

Unless designated otherwise, or directed by the Engineer, all existing sign panels removed shall be salvaged and delivered to the Owner.

2564.5 BASIS OF PAYMENT

Add the following new paragraphs to MnDOT 2564.5:

A. Sign Panel Type C

The bid unit price for each Sign Panel Type C shall include the cost of providing and installing the sign panels, the sign post, brackets, and all mounting hardware necessary for sign panel attachment. Regardless of measurement type, the cost for the signs shall be for the complete unit (sign and post(s)) furnished and installed.

B. Sign Panel Type Special

The bid unit price for each Sign Panel Type Special (street name sign) shall include the cost of providing and installing the sign panels, the sign post, brackets, and all mounting hardware necessary for sign panel attachment. Each installation of Sign Panel Type Special shall include two blades of each street name (four blades total.) Multiple sign panels may be installed on the same sign post as directed by the Engineer.

C. Install Salvaged Sign

The bid unit price for each salvaged sign to be reinstalled shall include the cost of re-installing the salvaged sign panels on a new sign post, using new brackets and mounting hardware. Multiple sign panels may be installed on the same sign post as directed by the Engineer.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2564.518	SIGN PANELS TYPE C	S F
2564.602	SIGN PANELS TYPE SPECIAL	EACH
2564.602	INSTALL SALVAGED SIGN	EACH

2571 PLANT INSTALLATION AND ESTABLISHMENT

The provisions of MnDOT 2571 are modified and/or supplemented with the following:

2571.1 DESCRIPTION

Trees which are removed for construction of this Project are to be replaced as directed by the Engineer.

Only where trees are removed in conjunction with water service replacement work, the City will offer the property owner a replacement tree to be installed elsewhere within their property that is accessible with tree planting equipment.

2571.2 MATERIALS

The Contractor will be provided the list of trees to be installed from the Owner.

The Contractor shall supply the Engineer with a list of available trees from which the homeowners will be allowed to choose.

A. Nursery Plant Stock

Provide the following plants: Coniferous Tree 8' Ht. B & B
 Deciduous Tree 2.5" Cal. B & B

2571.3 CONSTRUCTION REQUIREMENTS

K. Plant Establishment Period

Delete Paragraph 2571.3.K.1 and replace with the following:

K.1 Establishment Period

The Contractor shall guarantee replacement of any tree failing to survive and thrive for a period of one (1) year from the date of installation or substantial completion, whichever is later. This guarantee shall extend to two (2) years for shade trees over five (5) inches in diameter at the trunk and evergreen trees over 15 feet in height. Any tree, plant material, or shrub replaced will be subject to a new one (1) year warranty period from the date of replacement.

Delete the third paragraph of 2571.3.K.2.b in its entirety.

2571.4 METHOD OF MEASUREMENT

Landscaping items have been included in the Contract to be utilized as determined by the Engineer in the field. The Engineer reserves the right to use as much or as little of individual items necessary. No adjustment to the unit prices will be allowed for increased or decreased quantities of landscaping items.

Tree replacement shall be with a tree type as requested by the property owner and must be approved by the City prior to installation.

2571.5 BASIS OF PAYMENT

Payment shall be made for each type and size of tree installed at the Bid unit price. Payment shall include all work and materials, delivery, planting, planting soils, fertilizer, maintenance, and guarantee.

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2571.502	CONIFEROUS TREE 8' HT B&B	EACH
2571.502	DECIDUOUS TREET 2.5" CAL B&B	EACH

2572 PROTECTION AND RESTORATION OF VEGETATION

The provisions of MnDOT 2572 are modified and/or supplemented with the following:

2572.3 CONSTRUCTION REQUIREMENTS

A. Protecting and Preserving

Any trees or shrubs not designated for removal shall be fully protected by the Contractor during construction. Any trees or shrubs removed or damaged by the Contractor, which were not designated for removal, will be replaced at the Contractor's expense.

A.6 Pruning

All pruning of trees has to be approved by the Engineer. All trees damaged during construction shall be pruned and repaired. All wounds on trees shall be treated with an asphalt varnish containing an antiseptic. If an antiseptic asphalt varnish is not available, a plain asphalt varnish can be used if the wound is swabbed with alcohol or coated with shellac. Wounds shall be painted as soon as possible after the area is dry.

2572.5 BASIS OF PAYMENT

All work under this section shall be considered incidental to the contract with no additional compensation allowed unless provided for in the Bid Form.

2573 STORM WATER MANAGEMENT

The provisions of MnDOT 2573 are modified and/or supplemented with the following:

2573.1 DESCRIPTION

The Contractor will be required to comply with NPDES General Storm Water Permit regulations to prevent erodible materials from leaving the site, even if such permit is not required due to the project scope, size, or location. A copy of the permit is available at <https://www.pca.state.mn.us/water/construction-stormwater>

2573.2 MATERIALS

BMP devices shall be a MnDOT approved product. The Contractor shall verify with the Engineer prior to installation that the proposed BMP device is suitable for prevention of soil and sediment erosion in the field.

2573.3 CONSTRUCTION REQUIREMENTS

A.5 Temporary Sediment Control Measures

All manholes shall be protected from surface water drainage. All storm sewer systems shall be protected from sedimentation, along with downstream ponding areas. All catch basins shall be protected with approved means of protection, immediately following construction.

M. Maintenance

The Contractor shall be responsible for the maintenance of all-temporary erosion and sediment control measures. These measures shall be repaired, replaced, or supplemented as set forth in the NPDES General Storm Water Permit.

If the Contractor fails to provide maintenance of the temporary erosion and sediment control measures as set forth in the NPDES permit requirements, the Engineer shall have the authority under the terms of this contract to hire the work done and deduct the costs incurred from the amounts due to the Contractor.

The Contractor shall be assessed liquidated damages for each specified area for which the Contractor has not installed or repaired erosion and sediment control devices (including sod) within 48 hours after receiving written notice.

2573.5 BASIS OF PAYMENT

H. Schedule

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2573.501	STABILIZED CONSTRUCTION EXIT	LS
2573.501	EROSION CONTROL SUPERVISOR	LS
2573.502	STORM DRAIN INLET PROTECTION	EACH
2573.502	CULVERT END CONTROLS	EACH
2573.503	SILT FENCE, TYPE _____	L F
2573.503	FLOTATION SILT CURTAIN TYPE _____ WATER	L F
2573.503	SEDIMENT CONTROL LOG TYPE _____	L F
2573.603	LINEAR SEDIMENT TRAP	L F

2574 SOIL PREPARATION

The provisions of MnDOT 2574 are modified and/or supplemented with the following:

2574.3 CONSTRUCTION REQUIREMENTS

C. Topsoil

The topsoil shall be free from roots, stick, chunks of miscellaneous debris, rocks larger than 1 in, and garbage. Topsoil placement shall be approved by the Engineer prior to installation.

2574.4 METHOD OF MEASUREMENT

E. Topsoil Borrow

Topsoil borrow shall be imported only at the direction of the Engineer. Load tickets will be required for payment.

2574.5 BASIS OF PAYMENT

B. Schedule

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2574.507	COMMON TOPSOIL BORROW	C Y
2574.508	FERTILIZER TYPE _____	LB

2575 ESTABLISHING TURF AND CONTROLLING EROSION

The provisions of MnDOT 2575 are modified and/or supplemented with the following:

2575.1 DESCRIPTION

All disturbed areas within the project shall be either seeded or sodded to an equal or better condition to that which was in place prior to construction and as directed by the Engineer. All exposed areas of the site shall receive seed and mulch, sod or rolled erosion prevention product within two weeks after final grade on slopes flatter than 1(V):3(H) and one week on slopes steeper than 1(V):3(H). Restoration may include areas outside of the construction limits as determined by the Engineer.

If bituminous base is placed, the final turf establishment shall be installed within two weeks of bituminous placement. Failure to install final turf establishment within two weeks of the bituminous base being placed will result in penalty of \$100 per calendar day to be deducted from any monies due or coming due to the Contractor.

All areas adjacent to the roadway disturbed by construction shall be excavated to a depth as specified to allow for placement of topsoil. The Contractor shall import topsoil as necessary to provide for a minimum depth of topsoil specified. All rock, Class 5, debris, and excess concrete shall be removed from the area behind the curb to the satisfaction of the Engineer prior to the placement of topsoil. The Contractor shall cut a clean, square edge and install sod or seed in areas as directed by the Engineer.

Where boulevard sodding is identified by the plans, sod shall be placed in the boulevard area adjacent to curb and gutter installation/replacement. A minimum of 4 ft and maximum of 6 ft of sod shall be placed along curb unless the extended area is directed by the Engineer.

2575.2 MATERIALS

C. Sod

Sod shall meet the requirements of either MnDOT 3878.2.A or MnDOT 3878.2.C. The sod type shall be a commercially produced Kentucky bluegrass blend, densely rooted and locally grown.

F. Rolled Erosion Prevention Products

The Machine Direction (MD) Tensile Strength and TD Tensile Strength requirements of MnDOT Table 3885.2-1 and Table 3885.2-2 are modified as follows:

Machine Direction (MD) Tensile Strength, minimum (pounds per foot):

Category 10	Category 20	Category 30	Category 25	Category 35	Category 45
70	160	160	160	160	160

TD Tensile Strength, minimum (pounds per foot):

Category 10	Category 20	Category 30	Category 25	Category 35	Category 45
50	110	150	110	110	110

2575.3 CONSTRUCTION REQUIREMENTS

A. General

Permanent turf establishment shall commence within seven days after finish grading has been completed, unless the NPDES permit requirements specify a more stringent timeline.

Delete MnDOT 2575.3.A.4 and replace with the following:

A.4 Substitutions

The Engineer may allow substitutions for the following Materials: plastic, geotextile, mulch, Rolled erosion prevention, and hydraulic erosion control products. The Engineer may authorize requested substitutions for specific locations shown in the Plan. Provide substitutions equal to or better than initially specified Material.

F. Placing Sod

In areas where there will be sidewalk construction, a bio-roll may be placed behind the back of curb until the sidewalk work is completed. The entire boulevard area must receive sod within two weeks following sidewalk construction. No additional compensation will be allowed for the additional mobilization required to complete the work as specified.

While laying or immediately after completing the sod placement on each area, the sod shall be watered and compressed into the underlying soil by rolling or tamping in the presence of the Engineer. If, after rolling, the surface of the sod is not free of bumps or depressions, the Contractor shall make suitable

corrections to the topsoil and/or subgrade, replace the sod and roll the sod at no additional cost to the Owner. New sod shall be level with existing adjacent sod and the thatch or base soil shall be approximately one inch below the top of adjacent curb, gravel shoulder, or sidewalk. The Engineer reserves the right to have sod re-laid in areas where this specification is not met without any cost to the Owner.

Leftover sod and topsoil material shall be removed from the street immediately after installation.

K.3 Seed

The Contractor shall be responsible for maintaining seeded areas until accepted by the Owner and the requirements of MnDOT 2575.3.L are met. The Contractor shall be solely responsible for replacement and/or repair of any seeded areas that may wash out, erode, or fail to grow prior to acceptance with no additional compensation therefore.

Add the following new paragraph to MnDOT 2575.3:

R. Water (Turf Establishment)

Watering will become the responsibility of the homeowner only after the maintenance period has expired AND final acceptance of the turf has been obtained.

R.1 Sodded Areas

For sodded areas, the maintenance period, in accordance with MnDOT 2575.3.K.1 is 30 days. Sod shall be placed in accordance with MnDOT 2575.3.F and maintained in accordance with MnDOT 2575.3.K. The Engineer will accept sod in accordance with MnDOT 2575.3.N.

R.2 Seeded Areas

For seeded areas, the Engineer will accept the area after the perennial seed germinates, vegetation is at least 4 inches in height, and cover is uniform.

The Engineer may direct the Contractor to water portions of the project after final acceptance of the turf at the bid unit price. When so directed, the Contractor shall be responsible for notifying the Engineer, and keeping a log of watering hours and meter readings when they are on the project watering the turf establishment area.

For sod placed late enough in the season such that watering cannot be completed in the Phase year, the Engineering and the Contractor shall agree on a date as to when watering operations will cease in a specific Phase year, and again when they will resume in year following the Phase year, such that all sod placed in conjunction with the project will be watered for the required maintenance period.

2575.5 BASIS OF PAYMENT

K. Schedule

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2575.504	SODDING TYPE LAWN	S Y
2574.504	ROLLED EROSION PREVENTION CATEGORY	S Y
2575.504	RAPID STABILIZATION METHOD 4	S Y
2575.505	DISK ANCHORING	ACRE
2575.505	SEEDING	ACRE
2575.508	SEED MIXTURE XX-XXX	LB

2575.509	MULCH MATERIAL TYPE 1	TON
2575.523	WATER	MGAL
2575.523	RAPID STABILIZATION METHOD 3	MGAL

2582 PAVEMENT MARKINGS

The provisions of MnDOT 2582 are modified and/or supplemented with the following:

2582.1 DESCRIPTION

The Contractor shall be responsible for the layout of all temporary and permanent pavement markings (striping). The Owner will check and approve layout before application of pavement markings is allowed.

All striping shall be completed as soon as possible and within 48 hours after placement of the final lift (in accordance with manufacturers' requirements).

2582.2 MATERIALS

For pavement marking installations between the dates of October 15 and April 1, provide and use pavement marking materials listed on the Late Season pavement marking Materials Approved Products List.

2582.3 CONSTRUCTION REQUIREMENTS

B. Application

The Engineer's involvement in the application of the material shall be limited to field consultation and inspection. The Contractor will place necessary 'spotting' at appropriate points to provide horizontal control for striping and to determine necessary starting and cutoff points. Longitudinal joints, pavement edges and existing marking may serve as horizontal control when so directed.

2582.5 BASIS OF PAYMENT

Layout is incidental with no additional compensation allowed therefore.

Delete MnDOT 2582.5.A in its entirety.

B. Schedule

Payment will be made based on the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2582.503	___" SOLID LINE PAINT	L F
2582.503	4" BROKEN LINE PAINT	L F
2582.503	4" DBLE SOLID LINE PAINT	L F
2582.518	PAVT MSSG PAINT	S F
2582.518	CROSSWALK PAINT	S F

APPENDIX A
CEAM STANDARD SPECIFICATIONS (2023)



CITY ENGINEERS ASSOCIATION OF MINNESOTA
Engineering Our Cities' Futures

STANDARD SPECIFICATIONS

2023 Edition

2600 Trench Excavation and Backfill/Surface Restoration

2611 Watermain and Service Line Installation

2621 Sanitary Sewer and Storm Sewer Installation

2631-CIPPS Sewer Pipe Rehabilitation - Cured In Place Pipe Systems

2641 – Pipeline Rehabilitation - Pipe Bursting Method

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SECTION 2600 – STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION & BACKFILL/SURFACE RESTORATION

2600.1 DESCRIPTION

This work shall consist of excavation, trenching, backfilling, and restoration of existing surfaces for the construction of underground utilities.

The use of the term "Plans, Specifications and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation "Standard Specifications for Construction", and all supplements and amendments thereto, published prior to the date of advertisement for bids.

All reference to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

2600.2 MATERIALS

A Granular Materials

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified shall consist of any natural or synthetic mineral aggregate such as sand, gravel, crushed rock, crushed stone, or slag that shall be so graded as to meet the gradation requirements specified herein for each particular use by the material manufacturer or as indicated in the Plans, Specifications, or Special Provisions.

A1 Granular Material Gradation Classifications

Granular materials furnished for use in Foundation, Bedding, Encasement, or Backfill construction shall conform to the following requirements:

Foundation materials shall have one hundred percent (100%) by weight passing the one and one-half inch (1 1/2") sieve and a maximum of ten percent (10%) by weight passing the No. 4 sieve. Not less than fifty percent (50%) of the material by weight that is retained on the No. 4 sieve shall have one (1) or more crushed faces. Hard, durable crushed carbonate quarry rock may be used for Foundation materials.

Bedding and encasement materials for flexible pipe shall meet the requirements of MnDOT Specification 3149.2 B, Granular Material, except that one hundred percent (100%) by weight shall pass the one-inch (1") sieve.

Backfill materials shall consist of suitable existing trench materials, except as otherwise specified in the Special Provisions. Suitable material shall be defined as a mineral soil free of foreign materials (rubbish, organics, and debris), frozen clumps, oversize stone, rock, concrete or bituminous chunks, and other unsuitable materials that may damage the pipe, prevent thorough compaction, or increase the risks of settlement.

A gradation report, certified by an approved independent testing laboratory, of the proposed granular materials shall be furnished to the Engineer before any of the granular materials are delivered to the project.

A2 Granular Material Use Designations

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the Plans, Specifications, and Special Provisions, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

<u>Material Use</u>	<u>Zone Designation</u>
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve improved foundation support.
Granular Bedding	Placed below the pipe midpoint, prior to pipe installation, to facilitate proper shaping and to achieve uniform pipe support. For flexible pipe installation, placed below the pipe midpoint to a point six inches (6") below the bottom of pipe or twenty five percent (25%) of the diameter below the pipe, whichever is greater.
Granular Encasement	Placed below an elevation one foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids or thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

B Insulation

Insulation shall be extruded rigid board material having a thermal conductivity of 0.23 BTU/hour/square foot/degree Fahrenheit/per inch thickness, maximum, at 40°F mean, a comprehensive strength of thirty-five (35) psi minimum, and water absorption of one quarter percent (0.25%) by volume maximum. Unless otherwise specified in the Plans, Specifications, or Special Provisions, board dimensions shall measure eight feet (8') long, two or four feet (2' or 4') wide, and one (1), one and one half (1-1/2), two (2), or three (3) inches thick.

C Geotextile Fabric

Geotextile fabric shall meet the requirements of MnDOT Specification 3733 and be used as required by the Plans, Specifications, and Special Provisions.

2600.3 CONSTRUCTION REQUIREMENTS

A General Provisions

A1 Maintenance of Traffic

Whenever work interferes with the flow of traffic along a roadway, the Contractor shall provide traffic control signing and public safety in accordance with the provisions Minnesota Manual on Uniform Traffic Control Devices (current edition and all amendments), MnDOT Specifications 1404 and 1710, and the Special Provisions. Neither road closures nor detours shall be permitted unless specified in the Special Provisions or authorized by the Engineer. Where road closures or detours are permitted by the Engineer, the Engineer shall determine the appropriate agencies, boards, or departments the Contractor must notify prior to taking the action and the proper advance notice to be provided to each body.

Compliance with this requirement shall not be construed to relieve the Contractor from the responsibility of notifying agencies or institutions whose services may be predicated upon a roadway being opened to traffic or whose services would be hindered if a roadway is closed to traffic. Such agencies or institutions shall include, but not be limited to, the police department, the fire department, municipal bus service, school bus service, and ambulance service, mail delivery, and waste hauler services. The Contractor shall keep the required agencies informed of changing traffic patterns and detour situations.

A2 Establishing Line and Grade

The primary line and grade will be established by the Engineer. For trench installation, line and grade stakes will be set parallel to the proposed pipeline at an appropriate offset therefrom as will best serve the Contractor's operations wherever practical. For tunnel installation, line and grade stakes will be set directly above the proposed pipeline setting.

The Contractor shall arrange operations to avoid unnecessary interference with the establishment of the primary line and grade stakes and shall render whatever assistance may be required by the Engineer in accomplishing the staking. The Contractor shall be responsible for preservation of the primary stakes and, if negligent in providing necessary protection, shall bear the full cost of any re-staking.

The Contractor shall be solely responsible for the correct transfer of the primary line and grade to all working points and for construction of the work to the prescribed lines and grades as established by the Engineer.

Unless otherwise specified in the Plans, Specifications, and Special Provisions the watermain shall generally be placed with the minimum specified cover. However, a greater depth may be required to avoid conflicts with other utilities and obstructions. Installation of watermain and services to a depth deeper than specified shall be considered incidental with no additional compensation allowed therefore.

The existing grade shown on the plans is approximate. Modification of the pipe location or differences in existing elevation shall not be cause for additional compensation.

In areas where direct conflicts arise between watermain and water services, with storm sewer, sanitary sewer, sanitary sewer services, sewer forcemains, septic tanks, or subsoil treatment systems, the following shall apply:

Watermain and services located near sewer forcemains:

A minimum of ten feet (10') of separation, measured horizontally between the outer surfaces of the pipes is required.

If ten feet (10') of separation cannot be provided, an approved additional measure of containment must be provided for either the watermain or the sewer forcemain.

Watermain and services located near septic tanks, or subsoil treatment systems:

A minimum of ten feet (10') measured horizontally between the outer surfaces of the watermain, tank and subsoil treatment system is required.

Watermain and services located near gravity sanitary and storm sewers:

A minimum of ten feet (10') measured horizontally between the outer surfaces of the pipes is required.

In locations where local conditions prevent the required separation indicated above (due to the presence of rock, buildings, other significant obstructions), the watermain may be laid closer to gravity sewer if **one** (1) of the following conditions is met:

The bottom of the watermain is laid at least eighteen inches (18") above the top of the sewer on a separate shelf; or

The sewer is constructed of materials and with joints that are equivalent to watermain standards of construction and is pressure tested to assure water tightness prior to backfilling.

Watermain and services crossing gravity sanitary and storm sewers:

A minimum vertical separation of eighteen inches (18") must be provided between the outer surfaces of the pipes, with preference that the watermain cross above the sewer, wherever possible.

One full length of water pipe shall be located so both joints will be as far from the sewer as possible.

Watermain above-water crossings:

The pipe shall be adequately supported and anchored, protected from vandalism, damage and freezing, and accessible for repair or replacement.

Watermain underwater crossings:

A minimum cover of five feet (5') shall be provided over the pipe unless otherwise approved by the Department of Health. When crossing water courses which are greater than fifteen feet (15') in width, the following shall be provided:

1. The pipe shall be of special construction, having flexible, restrained or welded watertight joints
2. Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible, and not subject to flooding
3. Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source.

A3 Protection of Surface Structures

All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval of the Engineer. Within the construction limits, as indicated on the plans or as directed by the Engineer, the removal of improvements such as pavement, curb, curb & gutter, walks, turf, etc., shall be subject to equivalent acceptable replacement after completion of underground work, with all expense of removal and replacement being borne by the Contractor to the extent that separate compensation is not specifically provided for in the Contract.

Obstructions such as street signs, guard posts, small culverts, mailboxes, and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as approved by the Engineer and that nonessential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting at the sole expense of the Contractor to the extent that separate compensation is not specifically provided for in the Contract.

The Contractor shall be responsible for protection of existing overhead utilities and poles. This shall include arranging with the utility owner and arrange paying the utility for holding poles that will be close to the edge of any trench. Holding of poles and repair of any damage to these facilities shall be considered incidental to the project with no additional compensation allowed. If relocation or removal of these facilities is required, the Owner will contact the concerned utility owner and arrange and pay for the relocation or removal at no additional expense to the Contractor.

In the event of damage to any surface improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

A4 Interference of Underground Structures

When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, the Contractor shall cease work at the site and take such precautions as may be necessary to protect the in-place structures until a decision is made as to how the conflict will be resolved.

Without specific authorization from the Engineer, no utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

Wherever alterations are required as a result of unforeseen underground interferences not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor, shall be subject to prior approval and shall be at the Contractor's expense. No extra compensation will be allowed for delays caused by the interference of underground structures.

A5 Removal of Surface Improvements

Removal of surface improvements in connection with trench excavation shall be limited to actual needs for installation of the pipeline and appurtenances, based on the allowable trench widths and any other controls imposed in connection with the work. Removal operations shall be coordinated effectively with the excavation and installation operations as will cause the least practical disruption of traffic or inconvenience to the public. The debris resulting from removals shall become the property of the Contractor and shall be disposed of by the Contractor in accordance with MnDOT Specification 2104 and the Special Provisions. Removal debris shall not be deposited at locations that will block access to fire hydrants, private driveways, or other essential service areas, nor obstruct surface drainage. Removal and final disposal of debris shall be accomplished as a single operation wherever possible and, in any event, the debris shall be removed from the site before starting the excavating operations.

Removal of concrete or bituminous structures shall be by methods producing clean-cut breakage to pre-scored lines as will preserve the remaining structure without damage. Removal equipment shall not be operated in a manner that will cause damage to the remaining structure or adjoining property. Where not removed to an existing joint, concrete structures shall be sawed along the break lines to a minimum depth of one-third (1/3) of the structure depth.

Any reusable materials generated during the work, such as aggregate, sod, topsoil, shall be segregated from other waste materials and be stockpiled so as to maintain suitability and permit proper reuse.

The use of drop weight equipment for breaking pavement will be allowed to the extent that the Contractor shall assume full responsibility for any damages caused thereby. The pavement breaking operation shall not be allowed to become a nuisance to the public or a source of damage to underground or adjacent structures. The Engineer reserves the right to order discontinuance of drop weight breaking operations at any time.

A6 Temporary Service Measures

While any open excavations are maintained, the Contractor shall have available a supply of steel plates suitable for temporary bridging of open trench sections where either vehicular or pedestrian traffic must be maintained. Use of the plates shall be as directed or approved by the Engineer and where installed they shall be secured against possible displacement and be replaced with the permanent structure as soon as possible.

B Excavation and Preparation of Trench

B1 Operational Limitations and Requirements

Trench excavation must conform to all local, state and federal requirements. All work must be confined to the limits of the construction and to easements and right of way as indicated on the plans. The Contractor shall install at his expense the necessary trench support to meet the varying soil conditions and to protect existing structures and property. The trench shall be drained to provide stable excavation and permit the pipe to be laid in a dry trench.

Excavating operations shall proceed only so far in advance of pipe laying as will satisfy the needs for coordination of work and permit advance verification of unobstructed line and grade as planned, consistent with the Contractors methods and scheduling. Where interference with existing structures is possible or in any way indicated, and where necessary to establish elevation or direction for connections to in-place structures, the excavating shall be done at those locations in advance of the main operation so actual conditions will be exposed in sufficient time to make adjustments without resorting to extra work or unnecessary delay.

Wherever possible, excavated materials shall be placed in areas that will not block existing vehicle and pedestrian traffic and drainage ways. The Contractor shall review proposed methods of operation with the Engineer prior to beginning the work.

The Contractor shall backfill all trenches at the end of each work day, or upon written authorization of the Engineer, shall provide another approved method of protecting the trench area while work is not being performed.

All installations shall be accomplished by open trench with the exception that boring, jacking and tunnel construction methods shall be employed where specifically required by the Plans, Specifications, or Special Provisions.

The excavating operations shall be conducted so as to carefully expose all existing underground structures without damage. Wherever the excavation extends under or approaches so close to an existing structure as to endanger it in any way, precautions and protective measures shall be taken as necessary to preserve the structure and provide temporary support. Hand methods of excavating shall be utilized to probe for and expose such critical or hazardous installations as gas pipe, power and communication cables, watermain, gravity and pressure sewers, and respective service pipes.

The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The hours of blasting operations shall be set by the Owner. The Contractor shall assume full responsibility for any damages caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable local, state and federal laws, regulations, and ordinances.

B2 Classification and Disposition of Materials

Excavated materials will be classified for payment only when specifically provided in the Special Provisions, or the Proposal. All other materials encountered in the excavations will be considered incidental to utility construction, with no additional compensation provided thereto.

Miscellaneous excavated materials that are not specifically identified for payment in the Special Provisions or Proposal, exceed one (1) cubic yard in volume, cannot be re-used within the project limits, and in the opinion of the Engineer requires special means for handling and disposal, may be considered for payment through supplemental agreement as extra work. Miscellaneous excavated materials include but are not limited to organic soils, rubble, wood debris, boulder stone, masonry, concrete fragments, and metals.

Rock excavation shall be defined to include all hard, solid rock in ledge formation, bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and any boulder stone, masonry or concrete fragments exceeding one (1) cubic yard in volume. Materials such as shale, hard pan, soft or disintegrated rock which can be dislodged with a hand pick or removed with a power operated excavator will not be classified as Rock Excavation.

Excavated materials will be classified for reuse as being either Suitable or Unsuitable for backfill or other specified use, subject to selective controls. All suitable materials shall be reserved for backfill to the extent needed, and any surplus remaining shall be utilized for other construction on the project as may be specified or ordered by the Engineer. To the extent practicable, granular materials and topsoil shall be segregated from other materials during the excavating and stockpiling operations so as to permit best use of the available materials at the time of backfilling. Unless otherwise specified in the Plans, Specifications, and Special Provisions, material handling as described above shall be considered incidental with no additional compensation provided.

All excavated materials reserved for backfill or other use on the project shall be stored at locations approved by the Engineer that will cause a minimum of inconvenience to public travel, adjacent properties, and other special interests. The material shall not be deposited so close to the edges of the excavations in a manner that could create hazardous conditions, nor shall any material be placed so as to block the access to emergency services. All materials considered unsuitable by the Engineer, for any use on the project, shall be immediately removed from the project and be disposed of as arranged for by the Contractor with no additional compensation.

B3 Excavation Limitations and Requirements

Trench excavating shall be to a depth that will permit preparation of the foundation as specified and installation of the pipeline and appurtenances at the prescribed line and grade, except where alterations are specifically authorized. Trench widths shall be sufficient to permit the pipe to be laid and joined properly and the backfill to be placed and compacted as specified. Extra width shall be provided as necessary to permit convenient placement of sheeting and shoring and to accommodate placement of appurtenances.

Excavations shall be extended below the bottom of structures as necessary to accommodate any required Granular Foundation material. When rock or unstable foundation materials are encountered at the established grade, additional materials shall be removed as specified or directed by the Engineer to produce an acceptable foundation. Unless otherwise indicated or directed, rock shall be removed to an elevation at least six inches (6") below the bottom surface of the pipe barrel and below the lowest projection of flange and bell/spigot joint. All excavations below grade shall be to a minimum width equal to the outside pipe diameter plus two feet (2'). Rock shall be removed to such additional horizontal dimensions as will provide a minimum clearance of six inches (6") on all sides of appurtenant structures such as valves, housings, access structures, etc.

Where no other grade controls are indicated or established for the pipeline, the excavating and foundation preparations shall be such as to provide a minimum cover over the top of the pipe as specified. Trench widths shall allow for at least six inches (6") of clearance on each side of the flange and bell/spigot joint. The maximum allowable width of the trench at the top of pipe level shall be the outside diameter of the pipe plus two feet (2'), subject to the considerations for alternate pipe loading set forth below. The width of the trench at the ground surface shall be held to a minimum to prevent unnecessary destruction of the surface structures.

The maximum allowable trench width at the top of pipe level may be exceeded only by approval of the Engineer, after consideration of pipe strength and loading relationships. Any alternate proposals made by the Contractor shall be in writing, giving the pertinent soil weight data and proposed pipe strength alternate, at least seven (7) days prior to the desired date of decision. Approval of alternate pipe designs shall be with the understanding that there will be no extra compensation allowed for any increase in material or construction costs.

If the trench is excavated to a greater width than that authorized, the Engineer may direct the Contractor to provide a higher class of bedding and/or a higher strength pipe than that required by the Plans, Specifications, and Special Provisions in order to satisfy design requirements, without additional compensation.

Excess excavated materials generated by utility construction without a specified use on the project site, shall become the property of the Contractor and disposed of offsite. Offsite disposal of excess excavated materials is considered incidental to the construction with no additional compensation allowed thereto.

The use of granular foundation materials shall not be used as an aid to facilitate installation of pipe in wet soil conditions. Use of these materials in this manner in lieu of providing adequate dewatering measures shall be considered incidental to the construction with no additional compensation allowed thereto.

B4 Sheeting and Bracing Excavations

All trench excavations that require slope support shall be sheeted, shored, and braced in a manner that will meet all requirements of the applicable safety codes and regulations; comply with any specific requirements of the Contract; and prevent disturbance or settlement of adjacent surfaces, foundations, structures, utilities, and other properties. Any damage to the work under contract, to adjacent structures, or other property, caused by settlement, water or earth pressures, slides, cave-ins, or other causes due to the failure or lack of sheeting, shoring, or bracing, through negligence or fault of the Contractor in any manner shall be repaired at the Contractor's expense and without delay.

The Plans, Specifications, and Special Provisions may require special precautions to protect life and property. The Engineer may order other precautions when excavation conditions appear to warrant additional measures. Failure of the Engineer to order correction of improper or inadequate sheeting, shoring, or bracing shall not relieve the Contractor's responsibilities for protection of life, property, and the work.

The Contractor shall assume full responsibility for proper and adequate placement of sheeting, shoring, and bracing, to prevent displacement. Bracing shall be so arranged as to provide ample working space and without increase of stress or strain on the in-place structures to any extent that may cause damage.

Sheeting, shoring and bracing materials shall be removed only when and, in such manner, as will assure adequate protection of the in-place structures and prevent displacement of supported grounds. Sheeting and bracing shall be left in place only as required by the Plans, Specifications, and Special Provisions or ordered by the Engineer. Otherwise, sheeting and bracing may be removed as the backfilling reaches the level of respective support. Wherever sheeting and bracing is left in place, the upper portions shall be cut and removed to an elevation of three feet (3') or more below the established surface grade or as the Engineer may direct.

All costs of furnishing, placing and removing sheeting, shoring, and bracing materials, including the value of materials left in place as required by the Contract, shall be included in the prices bid for pipe installation and will not be compensated for separately. When sheeting, shoring, or bracing materials are left in place by written order of the Engineer, in the absence of specific requirements of the Contract, payment will be made for those materials by supplemental agreement.

B5 Preparation and Maintenance of Foundations

Foundation preparations shall be conducted as necessary to produce a stable foundation and provide continuous and uniform pipe bearing between bell holes. The initial excavating or backfilling operations shall produce a subgrade level slightly above finished grade as will permit hand shaping to finished grade by trimming of high spots and without the need for filling of low spots to grade. Final subgrade preparations shall be such as to produce a finished grade at the centerline of the pipe that is within three hundredths of a foot (0.03') of a straight line between pipe joints and to provide bell excavation at each joint as will permit proper joining of pipe and fittings.

In excavations made below grade to remove rock or unstable materials, the backfilling to grade shall be made with available suitable materials unless placement of Granular Foundation or Bedding material is specified or is ordered by the Engineer. Placement of the backfill shall be in relatively uniform layers not exceeding eight inches (8") in loose thickness. Each layer of backfill shall be compacted thoroughly, by means of approved mechanical compaction equipment, as will produce uniform pipe support throughout the full pipe length and facilitate proper shaping of the pipe bed.

It shall be the Contractor's responsibility to notify the Engineer of changing soil conditions which may be of poor bearing capacity and when organic soils are encountered. Where utilities are placed on unstable soils without notification of the Engineer, the Contractor shall be responsible for all repairs and correction of the installation without further compensation.

Care shall be taken during final subgrade shaping to prevent any over-excavation. Should any low spots develop, they shall only be filled with approved material, which shall have optimum moisture content and be compacted thoroughly without additional compensation to the Contractor. The finished subgrade shall be maintained free of water and shall not be disturbed during pipe lowering operations except as necessary to remove pipe slings. The discharge of trench dewatering pumps shall be directed to natural drainage channels or storm water drains. Draining trench water into sanitary sewers or combined sewers will not be permitted.

The Contractor shall install and operate a dewatering system of wells or points to maintain pipe trenches free of water whenever necessary or as directed by the Engineer. Unless otherwise specified in the Plans, Specifications, and Special Provisions such work shall be considered incidental.

All costs of excavating below grade and placing foundation or bedding aggregates as required shall be included in the bid prices for pipe items to the extent that the need for such work is indicated in the Contract provisions and the Proposal does not provide for payment under separate Contract Items. Any excavation below grade and any foundation or bedding aggregates required by order of the Engineer in the absence of Contract requirements will be compensated for separately.

If examination by the Engineer reveals that the need for placement of foundation aggregate was caused by the Contractor's manipulation of the soils in the presence of excessive moisture or lack of proper dewatering, the cost of the corrective measures shall be borne by the Contractor.

B6 Contaminated Materials and Regulated Wastes

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop work in the vicinity, and notify the Engineer.

At the direction of the Engineer, a documented inspection and evaluation will be conducted prior to the resumption of work. The Contractor shall not resume work in the suspected area without authorization by the Engineer.

Indicators of contaminated soil, groundwater or surface water include, but are not limited to the following:

- (1) Odor including gasoline, diesel, creosote (odor of railroad ties), mothballs, or another chemical odor.
- (2) Soil stained green or black (but not because of organic content), or with a dark, oily appearance, or any unusual soil color or texture.
- (3) A rainbow color (sheen) on surface water or soil.

Indicators of regulated wastes include, but are not limited to the following:

- (1) Cans, bottles, glass, scrap metal, wood (indicators of solid waste and a potential dump site).
- (2) Concrete and asphalt rubble (indicators of demolition waste).
- (3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or any fibrous material (indicators of demolition waste that could contain asbestos, lead or other chemicals).
- (4) Culverts or other pipes with tar-like coating, insulation or transite (indicators of asbestos).
- (5) Ash (ash from burning of regulated materials may contain lead, asbestos or other chemicals).
- (6) Sandblast residue (could contain lead).
- (7) Treated wood including, but not limited to products referred to as green treat, brown treat and creosote (treated wood disposal is regulated).
- (8) Chemical containers such as storage tanks, drums, filters and other containers (possible sources of chemical contaminants).
- (9) Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily wastes) and cesspools (could contain chemical or oily wastes).

Discovery of contaminated soil, contaminated water, or regulated waste on State right of way, State property, and State funded projects shall be handled in accordance with guidance procedures of the MNDOT Office of Environmental Stewardship (OES) and the MPCA requirements for materials handling, disposal, re-use and remediation.

Discovery of contaminated soil, contaminated water, or regulated waste on projects or properties that are not under the ownership or financed by the State shall be handled in accordance with guidance procedures of the MPCA requirements for materials handling, disposal, re-use and remediation.

C Trenchless Pipe Installation

The Contractor shall inspect and verify soil conditions as necessary in order to determine the type of construction to employ. Natural and/or manmade obstructions may be encountered in the soil. These contract documents do not warrant the nature or condition of the soils, and do not warrant that natural or manmade obstructions will not be encountered, nor guarantee the extent to which rocks, boulders, or other obstructions, regardless of size, may be encountered during boring operations. The Contractor shall not be entitled to additional compensation for any natural or manmade obstructions encountered during trenchless construction.

The Contractor shall be responsible for protecting all existing utilities within the construction limits.

C1 Jacking/Boring

The terms "auger", "boring", "jack", "jacking", and "tunneling" in the proposal, specifications, and plans refers only to trenchless construction.

The minimum diameter of the casing pipe shall be four inches (4") greater than the outside diameter of the bell of the carrier pipe.

The Contractor shall prevent excavated materials from flowing back into the excavation during the trenchless construction. This shall include the use of a shield conforming to the size and shape of the casing that will prevent materials from flowing into the leading edge of the casing. The machine used shall be capable of controlling line and grade and shall conform to the size and shape of the casing pipe.

No jacking/augering of pipe will be allowed below the water table unless the water table has been lowered sufficiently to keep the water below the pipe being installed. The use of water under pressure (jetting) or puddling will not be permitted to facilitate jacking/augering operations.

If any installation is augered, the head shall be approved by the Engineer and the auger shall be located six inches (6") behind the lead edge of the casing or carrier pipe.

The jacking system shall be provided with an integral grout pipe and casing pipe. A one-inch (1") grout pipe shall be tack welded to the front edge of the first length of casing pipe. The grout pipe shall be extended with the casing pipe, but not fastened to the casing pipe during the remaining jacking operations. After the pipes are through to the receiving pit, the grout pipe shall be cut free from the casing pipe. The grout pipe shall be pulled back through the embankment applying positive piston pressure on the grout along the outside of the casing pipe throughout the pulling operation. A cement slurry grout mix with as little water as possible shall be used. Bentonite shall not be used to fill voids. The Engineer shall approve grout and backfill material prior to placement of any material.

Deviation from the pipe grade, as provided by the Engineer, in excess of five tenths of a percent (0.50%) may be cause for removal and relaying of the pipe by the Contractor with no additional compensation allowed therefore.

If a void develops, the jacking or boring operation shall be stopped immediately and the void shall be filled by an approved method.

The Contractor shall take the following precautions when boring:

Extend casing through entire distance bored.

Check grade and alignment after each casing section is installed.

Coordinate operations to provide continuous support to surrounding earth materials.

Excavation shall be carried on in such a manner as to provide adequate support to surface structures and roads above and adjacent to the boring and not create any hazards to overhead traffic and other activities.

These contract documents do not guarantee the extent to which rocks, boulders, or other obstructions, regardless of size, may be encountered during boring operations. No extra compensation will be made for removal of rocks, boulders or other natural or manmade obstructions encountered during trenchless construction or excavation.

All voids caused by boring shall be filled by pressure grouting. The grout material shall consist of sand cement slurry of at least two (2) sacks of cement per cubic yard and a minimum of water to assure satisfactory placement. All slurry shall be pre-approved by the Engineer prior to use by the Contractor.

The Contractor shall take the following precautions when jacking:

The jacking machine shall be capable of controlling line and grade.

Progressively push carrier pipe through completed casing.

Strap two (2) wooden saddle blocks to each pipe length to provide support at regular intervals.

Center carrier pipe in casing at all times.

Seal each end of the casing with a concrete block and mortar bulkhead with PVC filler and vent pipes at opposite ends.

Fill the annular space between casing and carrier pipe with dry blown sand. Space shall be considered filled when dry sand blows out of the vent pipe at the opposite end of casing pipe.

Seal the filler and vent pipes after the sand has been deposited.

The location, size, and configuration of all jacking pits shall be subject to approval of the Engineer.

C2 Directional Boring

Direction boring/drilling installation shall be accomplished where required on the Plans or in the Special Provisions to minimize disturbance of existing surface improvements. The installer shall have a minimum of five (5) years of experience in this method of construction and have successfully installed at least ten thousand feet (10,000') of eight inch (8") or larger diameter pipe to specified grades. The field supervisor employed by the Contractor shall have at least five (5) years of experience and shall be at the site at all times during the boring/drilling installation.

The Contractor shall submit boring/drilling pit locations to the Engineer before beginning construction. Boring pits may be located within roadway right-of-way and easements. Any other boring pit locations that may be desired by the Contractor for boring or other uses shall be the responsibility of the Contractor to attain authorization, including use of private property.

Unless otherwise provided in the Special Provisions, the Contractor shall be compensated for the restoration work only within the areas at the connection points, or other locations as may be approved by the Engineer. The Contractor shall be responsible for repairs, without compensation, for any other repair areas, including pit/boring points and areas above the drilled pipe where drilling fluid pressure may have caused heaving or damage to pavement and other surfaces.

The drilling equipment shall be capable of placing the pipe as shown on the plans. The installation shall be by a steerable drilling tool capable of installing continuous runs of pipe between appurtenances such as valves, manholes, etc., without intermediate pits. The guidance system shall be capable of installing pipe within one and one-half inch (1 ½") of the plan vertical dimensions and two inches (2") of the plan horizontal dimensions. The Contractor shall remove and reinstall pipes which vary in depth and alignment from these tolerances.

Pull back forces shall not exceed the allowable pulling forces for the pipe being installed. Drilling fluid shall be a mixture of water and bentonite clay and shall be suitable for existing soil conditions. Disposal of excess fluid and spoils shall be the responsibility of the Contractor.

D Placement of Insulation

Rigid insulation board shall be placed within the pipe encasement zone, six inches (6") above the pipe.

Insulation boards shall be placed with the long dimension parallel to the centerline of the pipe. Boards shall be placed in a single layer with tight joints. No continuous joints or seams shall be placed directly over the pipe. If two (2) or more layers of insulation boards are used, each layer shall be placed to cover the joints of the layer immediately below.

The Contractor shall exercise caution to ensure that all joints between boards are tight during placement and backfilling with only extruded ends placed end to end or edge to edge.

Backfill material shall be placed in such a manner that construction equipment does not operate directly on the insulation and compacted with equipment which exerts a contact pressure of less than eighty (80) psi.

E Pipeline Backfilling Operations

All pipeline excavations shall be backfilled to restore preexisting conditions as the minimum requirement, and fulfill all supplementary requirements indicated in the Plans, Specifications, and Special Provisions. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

The backfilling shall be accomplished with the use of Suitable Materials selected from the excavated materials to the extent available and practical. Should the materials available within the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources as provided in the Special Provisions, or as arranged otherwise through supplemental agreement.

Backfill material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects. Placement of backfill material containing stones, boulders, chunks, greater than eight inches (8") in any dimension shall not be allowed.

All flexible pipe shall be bedded in accordance with ASTM Specification D2321, "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications". Where existing soils do not meet the requirements of bedding and encasement materials, the Contractor shall furnish the required granular materials. Placement and compaction of bedding and encasement materials around the pipe shall be considered incidental to the installation of the pipe.

Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the cover zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

Backfill materials shall be carefully placed in uniform loose thickness layers up to twelve inches (12") thick spread over the full width and length of the trench section to provide simultaneous support on both sides of the pipeline. Granular backfill may be placed in layers up to twelve inches (12") above an elevation one foot (1') above the top of the pipe.

Each layer of backfill material shall be compacted effectively, by approved mechanical or hand methods, until there is no further visual evidence of increased consolidation or the density of the compacted layer conforms to the density requirements specified in the Special Provisions. Compaction of each layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, compaction equipment, or procedure effectiveness shall be subject to approval of the Engineer.

All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within twenty-four (24) hours after completing the backfill work on each particular pipeline section. Disposal at locations within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, without delay.

Compaction of backfill within Roadbed areas shall meet the density requirements of MnDOT Specification 2106.3.G1. Compaction of backfill in all other areas shall be as required in the Special Provisions.

Until expiration of the guarantee period, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition, regardless of location. All additional materials required shall be furnished without cost to the Owner.

Any settlement of road surfaces placed under this Contract and that are within the guarantee period that are in excess of one inch (1"), as measured by a ten foot (10') straight edge-shall be considered failure of the mechanical compaction. The Contractor shall be required to repair such settlement without cost to the Owner.

F Restoration of Surface Improvements

Wherever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor's operations, they shall be repaired or replaced to the Engineer's satisfaction, as will restore the improvement in kind and structure to the preexisting condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

In the absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items which necessitated the destruction and replacement or repair, and there will be no separate payment. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction which was necessitated by the Contract work will be measured for payment. Any improvements removed or damaged unnecessarily or undermined shall be replaced or repaired at the Contractor's expense.

G Maintenance and Final Cleanup

All subgrade surfaces shall be maintained acceptably until the start of surfacing construction or restoration work, and until the work has been finally accepted. Additional materials shall be provided and placed as needed to compensate for trench settlement and to serve as temporary construction pending completion of the final surface improvements.

Final disposal of debris, waste materials, and other remains or consequences of construction, shall be accomplished intermittently as new construction items are completed and shall not be left to await final completion of all work. Cleanup operations shall be considered an incidental part of the work covered under the Contract Items.

If disposal operations and other cleanup work are not conducted properly as the construction progresses, the Engineer may withhold partial payments until such work is satisfactorily performed or the Engineer may deduct the estimated cost of its performance from the partial estimate value.

2600.4 METHOD OF MEASUREMENT

All items will be measured separately according to design designation as indicated in the Pay Item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Complete-in-Place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate Pay Items.

A Rock Excavation

Rock Excavation shall be measured by volume in cubic yards. Depth shall be measured from the top of the rock to a point six inches below the outside barrel of the pipe and width shall be the inside diameter of the pipe plus twenty-four inches (24") (12" from each side). The minimum width of measurement shall be four feet (4').

B Granular Materials

Granular materials furnished and placed as special foundation, bedding, encasement, or backfill construction will be measured by weight or volume of material furnished by the Contractor from outside sources and placed within the limits defined. Unless otherwise specified, volume will be determined by vehicular measure (loose volume) at the point of delivery. Measurements will not include any materials required to be placed as a component part of other Contract Items as may be specified.

C Geotextile Fabric

Where geotextile fabric is used for improving pipe foundation, it shall be measured by the square yard of material installed.

D Insulation

Rigid board insulation shall be measured on a square yard basis installed to the specified thickness noted on the Plans, Specifications, and Special Provisions and shall include all materials, equipment, and labor required for placement.

2600.5 BASIS OF PAYMENT

All costs of excavating to foundation grade, preparing the foundation, placing and compacting backfill materials, restoring surface improvements, and other work necessary for prosecution and completion of the work as specified, shall be included for payment as part of the pipe and pipe appurtenance items without any direct compensation being made.

In the absence of special payment provisions, all costs of restoring surface improvements as required, disposal of surplus or waste materials, maintenance and repair of completed work, and final cleanup operations shall be incidental to the Contract Items under which the costs are incurred.

Granular materials furnished for foundation, bedding, cover, or backfill placement as specified in connection with pipe or structure items will only be paid for as separate Contract Items to the extent that the Proposal contains specific Pay Items. Otherwise the furnishing and placing of granular materials as specified shall be incidental to the pipe or structure item without any direct compensation being made.

Materials utilized for filling annular spaces due to jacking/boring and drilling fluids for directional boring shall be incidental to the installation of the casing and pipe installed.

Contaminated Materials and Regulated Wastes not anticipated in the plans, specifications and special provisions and unexpectedly discovered during construction shall be compensated for as negotiated by supplemental agreement.

Contaminated Materials and Regulated Wastes specifically identified for payment in the plans, specifications, and special provisions, will be paid for under separate Contract Items provided in the Proposal.

SECTION 2611 – STANDARD SPECIFICATIONS FOR WATERMAIN AND SERVICE LINE INSTALLATION

2611.1 DESCRIPTION

This work shall consist of the construction of watermain and building service pipelines utilizing plant fabricated pipe and other appurtenant materials, installed for conveyance of potable water. The work includes the relocation or adjustment of existing facilities as may be specified in the Plans, Specifications and Special Provisions.

The use of the term "Plans, Specifications, and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation "Standard Specifications for Construction", and all supplements and amendments thereto, published prior to the date of advertisement for bids.

All reference to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

The following American Water Works Association (AWWA) Specifications and American Society for Testing and Materials (ASTM) Standards have been referenced in this Specification:

AWWA C104 Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
AWWA C105 Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems
AWWA C110 Standard for Ductile-Iron and Gray-Iron Fittings
AWWA C111 Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C115 Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
AWWA C116 Standard for Protective Fusion-Bonded Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings
AWWA C150 Standard for Thickness Design of Ductile-Iron Pipe
AWWA C151 Standard for Ductile-Iron Pipe, Centrifugally Cast
AWWA C153 Standard for Ductile-Iron Compact Fittings
AWWA C301 Standard for Prestressed Concrete Pressure Pipe, Steel-Cylinder Type
AWWA C304 Standard for Design of Prestressed Concrete Cylinder Pipe
AWWA C500 Standard for Metal-Seated Gate Valves for Water Supply Service
AWWA C502 Standard for Dry-Barrel Fire Hydrants
AWWA C504 Standard for Rubber-Seated Butterfly Valves
AWWA C509 Standard for Resilient-Seated Gate Valves for Water Supply Service
AWWA C515 Standard for Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
AWWA C550 Standard for Protective Interior Coatings for Valves and Hydrants
AWWA C600 Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances
AWWA C605 Standard for Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings
AWWA C651 Standard for Disinfecting Water Mains
AWWA C800 Standard for Underground Service Line Valves and Fittings
AWWA C900 Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 60 In. (100 mm Through 1,500 mm)

AWWA C901 Standard for Polyethylene (PE) Pressure Pipe and Tubing, 3/4 In. (19 mm) Through 3 In. (76 mm), for Water Service
 AWWA C904 Standard for Crosslinked Polyethylene (PEX) Pressure Tubing, 1/2 In. (13 mm) Through 3 In. (76 mm) for Water Service
 AWWA C906 Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4 In. Through 65 In. (100 mm Through 1,650 mm), for Waterworks
 AWWA C907 Standard for Injection-Molded Polyvinyl Chloride (PVC) Pressure Fittings, 4 In. Through 12 In. (100mm Through 300 mm) for Water, Wastewater, and Reclaimed Water Services
 AWWA M23 Manual for P.V.C Pipe Design and Installation
 AWWA M55 Manual for P.E. Pipe Design and Installation
 ASTM A48 Standard Specification for Gray Iron Castings
 ASTM A536 Standard Specification for Ductile Iron Castings
 ASTM B88 Standard Specification for Seamless Copper Water Tube
 ASTM C270 Standard Specification for Mortar for Unit Masonry
 ASTM C478 Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
 ASTM D543 Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
 ASTM D1248 Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
 ASTM D1784 Standard Classification System and Basis for Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
 ASTM D1785 Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
 ASTM D2241 Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure Rated Pipe (SDR Series)
 ASTM D2466 Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
 ASTM D2467 Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
 ASTM D3035 Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Controlled Outside Diameter
 ASTM D3261 Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
 ASTM D3350 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
 ASTM F593 Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
 ASTM F594 Standard Specification for Stainless Steel Nuts
 ASTM F714 Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
 ASTM F876 Standard Specification for Crosslinked Polyethylene (PEX) Tubing
 ASTM F877 Standard Specification for Crosslinked Polyethylene (PEX) Hot and Cold-Water Distribution Systems

Service installations shall include either Branch Service Lines or Tapped Service Lines in accordance with the standards set forth herein.

Tapped Service installations shall include all water service lines less than three inches (3") nominal inside diameter pipe. The component parts of a tap service installation shall include a corporation stop coupling complete with watermain tap and saddle where required; a curb stop coupling complete with service box; and service piping extending from the corporation stop to the curb stop coupling and beyond to the property line or to the limits as established by the Engineer.

Branch Service installations shall include all water service lines of three inches (3") nominal inside diameter pipe and larger. The component parts of a branch service installation shall include a tapping sleeve and valve or a tee connection and valve complete with valve box, and piping extending from the watermain connection, to the property line or to the limits as specified by the Engineer.

All references to "structure" shall include any man-made object that is not otherwise exempted by special terminology or definition.

2611.2 MATERIALS

All materials required for this work shall be new material conforming to requirements of the reference specifications for the class, kind, type, size, grade, and other details indicated in the Contract. Unless otherwise indicated, all required materials shall be furnished by the Contractor. If any options are provided for, as to type, grade, or design of the material, the choice shall be limited as may be stipulated in the Plans, Specifications, or Special Provisions.

All manufactured products shall conform in detail to such standard design drawings as may be referenced or furnished in the Plans. Otherwise, the Owner may require advance approval of material suppliers, product design, or other unspecified details as it deems desirable for maintaining adopted standards.

At the request of the Engineer, the Contractor shall submit, in writing, a list of materials and suppliers for approval.

A Certificate of Compliance shall be furnished stating that the materials furnished have been tested and are in compliance with the specification requirements.

A Water Pipe Materials

All pipe furnished for watermain and branch line installations shall be of the type, kind, size, and class indicated for each particular line segment as shown in the Plan and designated in the Contract Items. Wherever connection of dissimilar materials or designs is required, the method of joining and any special fittings employed shall be subject to approval of the Engineer.

A1 Ductile Iron Pipe and Ductile Iron and Gray Iron Fittings

The pipe furnished shall be Ductile Iron pipe and pipe fittings furnished shall be of the Ductile Iron or Gray Iron type as specified for each particular use of installation. When Gray Iron is specified, either type may be furnished. Gray Iron may not be substituted for Ductile Iron unless specifically authorized in the Special Provisions.

Ductile iron pipe shall conform to the requirements of AWWA C115 or C151 for potable water, and thickness design shall conform to AWWA C150. In addition, the pipe shall comply with the following supplementary provisions:

- (1) Fittings shall conform to the requirements of AWWA C110 (Gray Iron and Ductile Iron Fittings) or AWWA C153 (Ductile Iron Compact Fittings) for the joint type specified.
- (2) Unless otherwise specified all pipe and fittings shall be furnished with cement mortar lining meeting the requirements of AWWA C104 for standard thickness lining. All exterior surfaces of the pipe and fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating, or poor coating adhesion, shall be cause for rejection.

Fittings specified to be furnished with fusion bonded epoxy external coating and/or interior lining shall conform to the requirements of AWWA C550 and C116/A21.16, with 6-8 mil nominal thickness.

Fittings and pipe specified to be furnished with zinc coating shall meet the requirements of ISO 8179-1 or ISO 8179-2. Pipe and fittings shall be coated with the manufacturer compatible asphaltic coating

- (3) Rubber gasket joints for Ductile Iron Pressure Pipe and fittings shall conform to AWWA C111.
- (4) The nuts and bolts shall be constructed of corrosion resistant, high-strength, low-alloy steel with a ceramic filled, baked on fluorocarbon resin. The nuts and bolts shall be in compliance with ANSI/AWWA C111/A21.11.
- (5) Conductivity shall be maintained through pipe and fittings with an external copper jumper wire or specialty gaskets which are capable of meeting conductive requirements. Wedge type connectors will not be allowed.

A2 Polyvinyl Chloride (PVC) Pressure Pipe and Fittings

Polyvinyl chloride (PVC) pressure pipe shall be manufactured with compounds that meet or exceed cell classification 12454 as defined in ASTM D1784 and shall conform to the requirements of AWWA C900 and Fusible C900, for the nominal size, grade, and pressure class indicated on the Plans, Specifications, and Special Provisions. Fittings shall be the same pressure class as the pipe and injection molded PVC fittings shall conform to AWWA C907. PVC pressure pipe and fittings shall have a pressure class of two hundred (200) psi or greater, unless otherwise provided in the special provisions. The pipe shall be resistant to aggressive soils or corrosive substances in accordance with the requirements of ASTM D543. Unless otherwise specified, the dimensions and tolerances of the pipe barrel should conform to ductile iron or cast-iron pipe equivalent outside diameters.

A3 Polyethylene (PE) Pressure Pipe and Fittings

Polyethylene pressure pipe and fittings shall be manufactured with compounds that meet or exceed cell classification 44557C/E as defined in ASTM D3350 and shall conform to the requirements of AWWA C-901(for 0.75" to 3" diameters) and AWWA C906 (for 4" to 65"

diameters) for the size, grade and pressure class indicated on the plans, specifications and special provisions. Polyethylene pipe and fittings shall be PE 4710 and pressure class of two hundred (200) psi or greater, unless otherwise provided in the special provisions. Polyethylene compounds used in potable water applications shall also be classified as CC3 per ASTM D3350. The pipe and fittings shall be manufactured from the same resin type, grade, and cell classification. Unless otherwise specified, the dimensions and tolerances of the pipe barrel shall conform to Ductile Iron Pipe equivalent outside diameters (DIPS) for pipe diameters greater than three inches (3"). The method of joining material shall be by the Thermal Butt Heat Fusion Method in accordance with ASTM D3261.

The minimum "quick-burst" strength of the fittings shall not be less than that of the pipe with which the fitting is to be used.

B Fire Hydrants

Fire hydrants shall be of the type, size, and construction specified in the Plans and shall conform to the applicable requirements of AWWA C502.

Unless otherwise specified in the Plans, Specifications, and Special Provisions, hydrants shall be furnished in conformance with the following supplementary requirements:

- (1) Hydrants shall have a five inch (5") (nominal diameter) main valve opening of the type that opens against water pressure.
- (2) Hydrant barrels shall be two (2) piece, non-jacket type, with flanged joint above finished grade line and with mechanical joint connection at the hub end for joining a six inch (6") ductile iron branch pipe.
- (3) Hydrant operating rod shall be equipped with a breakable joint coinciding with the flange joint above the grade line.
- (4) Hydrant bury length shall be measured from the bottom of the branch pipe connection to the finished ground line at the hydrant.
- (5) Hydrants shall have two (2) outlet nozzles for two and one-half inch (2-1/2") (I.D.) hose connection and one outlet nozzle for four-inch (4") (I.D.) steamer connection. All outlet nozzle threads shall be National Standard Fire-Hose Coupling Screw Threads (NFPA 1963).
- (6) Hydrant operating mechanisms shall be provided with "O" ring seals preventing entrance of moisture and shall be lubricated through an opening in the operating nut or bonnet.
- (7) Hydrants shall be provided with outlets for drainage in the base or barrel, or between the base and barrel, unless the Special Provisions require that drain outlets be omitted or plugged.
- (8) The hydrant operating nut shall be rotated counterclockwise to open.
- (9) Detailed drawings, catalog information, and maintenance data shall be furnished as requested by the Engineer.

- (10) Hydrant body bolts shall be corrosion resistant, stainless steel conforming to the requirements of ASTM F593 and F594, alloy group 1, 2, 3, suitable for exterior use above and below ground. Bolts shall conform to manufacturer recommendation for tensile strength and torque.

C Valves and Valve Housing

C1 Valve Housings

Valve housings shall be of ductile or cast iron, High Density Polyethylene or masonry construction as specified in the Plans, Specifications, and Special Provisions for the particular valve size or installation. Masonry manhole or vault type units shall be constructed in accordance with the provisions of MnDOT Specification 2506. Precast Concrete Manholes shall conform to ASTM C478 suitable for HS 20 traffic loading for all units located in driving areas. Ductile or cast-iron valve boxes and all castings for manhole or vault type units shall conform to the requirements of MnDOT Specification 3321.

C2 Gate Valves

Gate Valves shall conform to all applicable requirements of AWWA C500 or AWWA C509 or AWWA C515, together with such supplementary requirements as may be covered in the Plans, Specifications, and Special Provisions. Unless otherwise specified gate valves shall comply with the following supplementary requirements:

- (1) Gate valves meeting the requirements of AWWA C500 shall be two-faced, double disc type, with parallel seats. Gate valves meeting the requirements of AWWA C509 and C515 shall be single disc type with resilient seat bonded or mechanically attached to either the gate or valve body, and the wedge shall be ductile iron fully encapsulated with EPDM rubber, shall be symmetrical and seal equally well with flow in either direction without misalignment. All valves shall be provided with a two-inch square operating nut opening counterclockwise and mechanical joint ends.
- (2) All gate valves shall be non-rising stem (NRS) type furnished with O-Ring stem seals.
- (3) All gate valves sixteen inches (16") or larger in size shall be arranged for operation in the horizontal position and shall be equipped with bypass valves.
- (4) All gears on gate valves shall be cut tooth steel gears, housed in heavy ductile or cast iron extended type grease cases of approved design.
- (5) All gate valves shall have an open indicating arrow, the manufacturer's name, pressure rating and year of manufacture cast on the valve bodies.
- (6) All internal and external surfaces of the valve body and bonnet shall have an epoxy coating, complying with ANSI/AWWA C550.
- (7) All gate valves shall have stainless steel body bolts unless otherwise specified.

C3 Butterfly Valves

Butterfly valves shall be manufactured in conformance with all applicable requirements of AWWA C504 for 150 p.s.i. working pressure minimum, together with such supplementary requirements as may be covered in the Plans, Specifications, and Special Provisions. Unless otherwise specified, the butterfly valves furnished shall comply with the following supplementary requirements.

- (1) The butterfly valves shall be short body of ductile or cast iron with mechanical joint ends.
- (2) The butterfly valves shall be rubber seated with ductile or cast disc, non-rising stem type furnished with O-ring stem seals.
- (3) The butterfly valves shall be equipped with a two-inch square operating nut opening counterclockwise.
- (4) The butterfly valves shall be designed for direct burial installation.
- (5) All butterfly valves shall have an open indicating arrow, the manufacturer's name, pressure rating and year of manufacture on the valve bodies.
- (6) All internal and external surfaces of the valve body and bonnet shall have an epoxy coating, complying with ANSI/AWWA C550.
- (7) All butterfly valves shall have stainless steel body bolts unless otherwise specified.

D Water Service Pipe and Fittings

Water service pipe of 3 inches or larger inside diameter shall conform to the requirements as set forth under the provisions of 2611.2.

Water service pipe of less than three inch (3") inside diameter shall conform to the requirements of ASTM B88 for Seamless Copper Water Tube, Type K, Soft Annealed temper; Polyethylene Pipe as per AWWA C901 and ASTM D3350, or Polyvinyl Chloride Pipe and fittings as per a ASTM D1785, D2241, D2466, D2467 and D2740, or Cross-linked Polyethylene (PEX) pipe as per ASTM F876, ASTM F877, and AWWA C904, NSF/ANSI Standard 61 for potable water distribution, as specified on the Proposal or in the Special Provisions. Water service piping supplied shall include markings indicating the type, pressure class, testing certification, and use for potable water systems.

Corporation stops, saddles, curb stops, and curb stop service boxes shall conform to the requirements of AWWA C800 and as detailed in the Plans, Specifications, and Special Provisions or approved designations.

Saddles for Polyethylene Pipe shall conform to the requirements of AWWA C800 and shall be thermal fusion polyethylene type; ductile iron with dual stainless steel straps, spring washers, bolts and washers; or stainless steel sleeve type, with stainless steel bolts, nuts, and spring washers. Stainless steel bolts, nuts, and washers. Spring washers shall be manufactured from type 304 stainless steel, special "spring grade". Saddles shall include threaded outlet tapping sleeves and Nitrile Butadiene Rubber (NBR) gaskets.

All fittings for copper tubing shall be cast brass, having uniformity in wall thickness and strength, and shall be free of defects affecting serviceability. All copper pipe fittings shall be flared or compression type. All threads for underground service line fittings shall conform to the requirements of AWWA C800. Each fitting shall be permanently and plainly marked with the name or trademark of the manufacturer. Fittings for thermoplastic pipe types shall be of the same material and pressure class as the piping.

Curb stop service boxes shall be gray iron conforming to the requirements of ASTM A 48 for Class 20 or higher tensile strength and shall have at least twelve inches (12") of vertical adjustment for the cover depth specified in the Plans, Specifications, and Special Provisions.

E Polyethylene Encasement Material

Polyethylene encasement material shall conform to the requirements of AWWA C105 for tube type installation and 8 mil nominal film thickness.

F Mechanical Joint Restraints

Mechanical joint restraints shall be ductile iron conforming to the requirements of ASTM A536 and AWWA C600. Joint restraints shall be Lug or Grip Ring type, and be designed to withstand the design pressures indicated in the Plans, Specifications, and Special Provisions. Mechanical joint restraints shall be fusion bonded epoxy coated meeting the requirements of AWWA C116.

All nuts, bolts, and tie rod type restraints shall be stainless steel, corrosion-resistant coating, or coated with an owner approved rustproofing material.

G Mortar

Mortar for use in masonry construction shall meet the requirements of MNDOT 2506.2 B.2 and ASTM C270.

H Concrete

Concrete used for cast-in-place masonry construction shall be produced and furnished in accordance with the provisions of MnDOT Specification 2461 for the mix design indicated in the Plans, Specifications, or Special Provisions. The requirements for Grade B concrete shall be met where a higher grade is not specified. Type 3, air-entrained, concrete shall be furnished and used in all structures having weather exposure.

I Tracer Wire for Non-Conductive Pipe

Tracer wire for use with all thermoplastic pipe types shall be Underwriters Laboratories (UL) listed for use in direct burial applications, color coated per APWA uniform color code for the specific utility being marked. Tracer wire shall be a minimum 12 AWG copper clad steel rated to 30 volts, insulation shall be High Molecular Weight Polyethylene (HMWPE) meeting ASTM D1248, with designation identified on the outside of the wire casing.

Tracer wire shall meet the following additional criteria for the construction method specified:

Open Trench - Trace wire shall be High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.

Directional Drilling/Boring - Trace wire shall be Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.

Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

Connectors for tracer wire shall meet the following:

All mainline trace wires must be interconnected at tees and crosses, joined using a single 3-way or 4-way lockable connector for tees and crosses, respectively.

Lockable connectors shall be for direct bury application and shall be dielectric silicon filled to seal out moisture and corrosion.

2611.3 CONSTRUCTION REQUIREMENTS

A Installation of Pipe and Fittings

Installation of ductile iron watermain and their appurtenances shall conform to the requirements of AWWA C600, the Plans, Specifications and Special Provisions.

Installation of Polyvinyl Chloride (PVC) pipe and their appurtenances shall conform to the requirements of AWWA C605, and the bedding and backfill conditions specified by the Manufacturer, Plans, Specifications, and Special Provisions.

Installation of Polyethylene Pipe and their appurtenances shall conform to the requirements of AWWA M55 and to the bedding and backfill conditions specified by the Manufacturer, Plans, Specifications, and Special Provisions.

No existing valves or hydrants shall be operated by individuals other than personnel from the City Public Works Department. Only under emergency conditions or after specific authorization is given by the City Public Works Department shall the Contractor operate valves or hydrants.

Installation of pipe and fittings shall also conform to the following general guidelines:

A1 Inspection and Handling

Proper and adequate implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work.

During the process of unloading delivered materials, all pipe and accessories shall be inspected by the Contractor for damage. The Contractor shall notify the Engineer of all material found to have cracks, flaws or other defects. The Engineer shall inspect the damaged material and have the right to reject any materials found to be unsatisfactory. The Contractor shall promptly remove all rejected material from the site.

All materials shall be handled carefully, as will prevent damage to protective coatings, linings, and joint fittings; preclude contamination of interior areas; and avoid jolting contact, dropping, or dumping.

During pipe laying operations, each pipe section shall be inspected by the Contractor. The Contractor shall inform the Engineer of any defects discovered and the Engineer will prescribe the required corrective actions or order rejection.

Immediately before placement, the joint surfaces of each pipe section and fitting shall be inspected for the presence of foreign matter, coating blisters, rough edges or projections, and any imperfections so detected shall be corrected by cleaning, trimming, or repair.

A2 Pipe Laying Operations

Trench excavation and bedding preparations shall proceed ahead of pipe placement as will permit proper placement and joining of the pipe and fittings at the prescribed grade and alignment without unnecessary hindrance. All foreign matter or dirt shall be removed from the inside of the pipe and fittings before they are lowered into position in the trench, and they shall be kept clean. The watermain materials shall be carefully lowered into laying position by the use of suitable restraining devices. Under no circumstances shall the pipe be dropped or dumped into the trench.

As each length of bell and spigot pipe is placed in laying position, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved encasement and backfill materials.

When pipe laying is not in progress, all open ends of the pipe line shall be closed by watertight plugs or other means approved by the Engineer. If water is present in the trench, the plugs shall remain in-place until the trench is pumped completely dry.

When connecting to existing stubs, the Contractor shall prevent dirt or debris from entering the existing pipe.

A3 Aligning and Fitting of Pipe

The cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe and so as to leave a smooth square-cut end. Pipe shall be cut with approved mechanical tools. Flame cutting will not be allowed under any conditions. All rough edges shall be removed from the cut ends of pipe and, where rubber gasket joints are used, the outer edge shall be rounded or beveled by grinding or filing to produce a smooth fit.

When necessary to deflect pipe from a straight line either in the vertical or horizontal plane to avoid obstructions, plumb stems, or produce a long radius curve when permitted, the amount of deflection allowed at each joint shall not exceed the limits to maintain a satisfactory joint seal in conformance with AWWA C600 for ductile iron pipe mechanical and push-on joints, AWWA C605 for PVC pipe and AWWA M55 for PE pipe. The maximum angular deflection at any joint for other pipe materials and joints shall not exceed the manufacturer's recommendations. If the specified alignment requires angular deflections greater than recommended or allowed, the Contractor shall provide appropriate bends or shorter pipes such that the maximum angular deflection is not exceeded.

A4 Blocking and Anchoring of Pipe

All plugs, caps, tees, bends, and other thrust points shall be provided with reaction backing, or movement shall be prevented by attachment of suitable restraining devices or tie rods, in accordance with the requirements of the Plans, Specifications, and Special Provisions.

In the absence of other specified requirements for reaction backing or restraining devices, the following provisions shall apply:

- (1) All horizontal bends exceeding twenty (20) degrees deflection, and all caps, plugs, and branch tees shall be provided with concrete buttress blocking.
- (2) All vertical bends exceeding twenty (20) degrees deflection shall be provided with concrete buttress blocking at the low points and with metal tie rod or strapping restraints at the high points.
- (3) Offset bends made with standard offset fittings need not be strapped or buttressed.
- (4) Hardwood blocking shall not be used.

Concrete buttresses shall be poured against firm, undisturbed ground and shall be formed in such a way that the joints will be kept free of concrete and remain accessible for repairs. The concrete mix used in buttress construction shall meet the requirements for Grade B concrete in conformance with MnDOT Specification Section 2461. Buttress dimensions shall be a minimum of twelve inches (12") in thickness, and the minimum area, in square feet shall be as follows:

PIPE SIZE	TEE OR PLUG	1/4 BEND	1/8 BEND	1/32 BEND 1/16 BEND
6"	2.9	3.1	1.6	0.8
8"	3.7	5.3	2.9	1.4
10"	5.7	8.1	4.4	2.2
12"	8.1	13.4	6.6	3.2
16"	15.1	21.4	11.6	5.9
20"	23.2	30.2	18.1	9.3
24"	33.6	48.5	26.1	13.3

Contractors are instructed to size concrete buttress blocking on fittings and dead ends where the blocking must withstand the pressure of larger main line fittings equipped with reducers, for the larger sized main line thrust and not for smaller fitting size only. This is of particular importance on tees and crosses where the main size is reduced on the run from large to small size by use of reducers.

All metal parts of tie rod or strap type restraints shall be galvanized or coated with other approved asphaltic type rustproofing.

All necessary fittings, bands, tie rods, nuts, and washers, and all labor and excavation required for installation of reaction restraints shall be incidental to the installation of the pipe, unless a specific payment item is provided in the bid proposal.

A5 Polyethylene Encasement of Pipeline

Wherever so required by the Plans, Specifications, or Special Provisions the pipeline, including valves, fittings, and appurtenances, shall be fully encased in polyethylene film meeting the requirements of these Specifications. The film shall be furnished in tube form for installation on pipe and all pipe-shaped appurtenances such as bends, reducers, off-sets, etc. Sheet film shall be provided and used for encasing all odd-shaped appurtenances such as valves, tees, crosses, etc.

The polyethylene tubing shall be installed on the pipe prior to being lowered into the trench. Tubing length shall be sufficient to provide a minimum overlap at all joints of one foot or more. Overlap may be accomplished with a separate sleeve tube placed over one end of the pipe prior to connecting another section of pipe, or by bunching extra overlap material at the pipe ends in accordion fashion. After completing the pipe jointing and positioning the overlap material, the overlap shall be secured in place with plastic adhesive tape wrapped circumferentially around the pipe not less than three (3) turns.

After encasement, the circumferential slack in the tubing film shall be folded over at the top of the pipe to provide a snug fit along the barrel of the pipe. The fold shall be held in place with plastic adhesive tape applied at intervals of approximately three feet (3') along the pipe length. Also, any rips, punctures, or other damage to the tubing shall be repaired as they are detected. These repairs shall be made with adhesive tape and overlapping patches cut from sheet or tubing material.

At odd-shaped appurtenances such as gate valves, the tubing shall overlap the joint and be secured with tape, after which the appurtenant piece shall be wrapped with a flat film sheet or split length of tubing by passing the sheet under the appurtenance and bringing it up around the body. Seams shall be made by bringing the edges together, folding over twice, and taping down. Wherever encasement is terminated, it shall extend for at least two feet (2') beyond the joint area.

Openings in the tubing for branches, service taps, air valves and similar appurtenances shall be made by cutting an X-shaped slit and temporarily folding back the film. After installing the appurtenance, the cut tabs shall be secured with tape and the encasement shall be completed as necessary for an odd-shaped appurtenance.

Unless otherwise specified in the Plans, Specifications, and Special Provisions, hydrants encased in polyethylene tubing shall have plugged drain outlets.

B Connection and Assembly of Joints

Where rubber gasket joints are specified, care shall be taken during the laying and setting of piping materials to ensure that the units being joined have the same nominal dimension of the spigot outside diameter and the socket inside diameter. A special adaptor shall be provided to make the connection when variations in nominal dimension might cause unsatisfactory joint sealing.

Immediately before making the connection, the inside of the bell or socket and the outer surface of the spigot ends shall be thoroughly cleaned to remove oil, grit, excess coating, and other foreign matter. Insertion of spigot ends into the socket or bell ends shall be accomplished in a manner that will assure proper centering and insertion to full depth. The joint seal and securing requirements shall be as prescribed below for the applicable pipe and joint type.

B1 Ductile Iron Pressure Pipe and Fitting Joints

B1a Push-On Joints

The circular rubber gasket shall be kept in a warm, flexible condition at all times, and for purposes of placement shall be flexed inward and inserted in the gasket recess of the bell socket. A thin film of approved gasket lubricant shall be applied to either the inside surface of the gasket or the outside surface of the spigot end, or to both. Care shall be taken while inserting the spigot end to prevent introduction of contaminants. The joint shall be completed by forcing the spigot end to the bottom of the socket using suitable pry-bar or jack type equipment. Spigot ends which do not have depth marks shall be marked before assembly to ensure full insertion. The use of the bucket on the excavation equipment to force the pipe into the socket shall not be permitted.

B1b Mechanical Joints

The last eight inches (8") of the outside spigot surface and the inside bell surface of each pipe and appurtenance joint shall be painted with a thin film of approved gasket lubricant after being thoroughly cleaned. The gland shall then be slipped on the spigot end with the lip extension toward the socket or bell end. The rubber gasket shall be kept in a warm, flexible condition at all times, and for purposes of placement shall be painted with a thin film of approved gasket lubricant and be placed on the spigot end with the thick edge toward the gland

After the spigot end is inserted into the socket to full depth and centered, the gasket shall be pressed into place within the bell evenly around the entire joint. After the gland is positioned behind the gasket, all bolts shall be installed and the nuts tightened alternately to the specified torque, such as to produce equal pressure on all parts of the gland.

Unless otherwise specified, the bolts shall be tightened by means of a suitable torque-limiting wrench to within a foot-pound range of: 45 to 60 for 5/8 inch bolts; 75 to 90 for 3/4 inch bolts; 100 to 120 for 1 inch bolts; and 120 to 150 for 1-1/4 inch bolts. After tightening, all exposed parts of the bolts and nuts shall be completely coated with an approved asphaltic type rust preventive material.

B1c Flanged Joints

Flanged joints shall be installed only in above grade or exposed locations and shall conform to the requirements of AWWA C115, the Plans, Specifications and Special Provisions. Flanged joints shall have full face gaskets.

B2 Polyvinyl Chloride Pipe Joints

B2a Push-On Joints

The circular rubber gasket shall be bonded to the inner wall of the gasket recess of the bell socket. Insertion of pipe spigot into the bell socket shall conform to manufacturer recommended insertion depth.

B2b Fusion Joints

The method of joining shall be specified and conform with AWWA C605. Joining by pipe fusion shall be performed by "qualified" fusion technicians, as documented by the manufacturer. Each joint fusion shall be recorded and logged by an electronic monitoring device (data logger) connected to the fusion machine. Appropriately sized and outfitted fusion machines that have been approved by the manufacturer shall be used for the fusion process.

B3 Polyethylene Pipe Joints

The joining of polyethylene pipe joints shall conform to the requirements of AWWA M55, shall be made by the Thermal Butt Heat Fusion Method, Mechanical Flange Adaptor Method, Mechanical Joint Adaptor Method and Mechanical Transition Fittings. Mechanical joints shall include stainless steel pipe stiffeners. Compression fittings are not allowed for pipe diameters greater than two inches (2") in diameter.

B4 Tracer Wire for Non-conductive Pipe

Tracer wire shall be installed along the length of all non-conductive mainline pipes, laterals, and services with vertical riser to the surface, at gate valve boxes, hydrants, curb boxes, and/or utility location boxes as required by the Special Provisions. Tracer wire shall be taped, clamped or affixed to the pipe in another manner as approved by the Engineer. Splicing tracer wire shall be in a manner to prevent any uninsulated wire exposure.

A twelve-inch (12") tracer wire loop shall be provided on each side of a spliced connection.

Tracer wire lengths greater than 500 linear feet without service laterals or hydrants are to include an approved grade level/in-ground access box, located at the edge of the road right-of-way and outside of the roadway.

Tracer wire shall be grounded at all terminal ends (stubs, plugs).

C Water Service Installations

Water service facilities consisting of Tap Service Lines and Branch Service Lines, complete with all required appurtenances, shall be installed as required by in the Plans, Specifications, and Special Provisions, in accordance with all pertinent requirements for main line installations together with the provisions hereof.

It shall be the responsibility of the Contractor to keep an accurate record of the location, depth and size of each service connection and other pertinent data such as the location of curb stops and pipe endings. Tap locations shall be recorded in reference to survey line stationing. Curb stops shall be tied to definable land marks such as building corners, lot corner markers, hydrants, gate valves, etc. Pipe terminals at the property line shall be marked to the ground surface with a suitable wood timber four by four inch (4"x4"), eight feet (8') long set vertically into the ground with the top two feet (2') painted blue. Approved record keeping forms will be furnished by the Engineer and the completed records shall be submitted by the Contractor upon completion of the work.

Water service lines shall be subject to the same requirements as prescribed for the main pipeline installation.

Water service lines shall be installed to provide a minimum of six inches (6") of clearance shall be maintained in crossing over or under other structures. Where the service pipe may be exposed to freezing due to insufficient cover or exposure from other underground structures, the water pipe shall be insulated as directed by the Engineer.

C1 Tee Branch Service Lines

Tee branch service piping shall be of the type, size, and wall thickness specified. The pipe and appurtenances shall have rubber gasketed push-on or mechanical joints. Tee branch service lines shall be provided as required by the Plans.

Installation of tee branch service facilities shall be in accordance with all applicable requirements of these specifications as pertain to the mainline installations.

C2 Tapped Service Lines

Service piping shall be of the size and type specified. Unless otherwise specified, minimum pipe size for tap service installations shall be one inch (1") nominal inside diameter. Larger size pipe may be specified for commercial and industrial uses or for some domestic service as specifically identified.

Installation of service facilities shall be in accordance with all applicable requirements of these specifications as pertain to the mainline installations, subject to the exceptions and supplementary provisions set forth hereinafter.

Installation of tapped service lines shall be performed while the mainline watermain is at system operating pressure. Dry tapping watermain pipe will not be allowed.

Unless otherwise indicated, service piping may be laid directly on any solid foundation soil that is free of stones and hard lumps. However, when specified or ordered, aggregate materials shall be furnished and placed as necessary to secure proper foundation drainage, pipe covering, or backfill support.

Tapped service piping of three quarters inch (3/4") to and including one and one quarter inches (1-1/4") in diameter shall be installed in one piece without intermediate joint couplings between the corporation stop and the curb stop. Service pipe of one and one half inches (1-1/2") in diameter and larger shall be furnished in standard roll lengths to eliminate any intermediate joints. When full roll lengths are less than the service length the rolls may be joined with approved couplings.

Unless otherwise specified, connection of tapped service lines to the watermain shall be made at an angle of not more than twenty-two (22) degrees from the horizontal. A double wrap of Teflon tape shall be placed on the corporation stop threads prior to installation in the main.

Unless otherwise indicated, tap service lines shall be installed on a straight line at right angles to the watermain or property line as directed by the Engineer. In the absence of specific requirements, the service line shall be terminated at the property line, where it shall be connected to an existing line or, in the case of undeveloped property, it shall be capped, plugged, or peened as approved by the Engineer.

The flaring of new copper tubing ends shall be accomplished only with the use of the proper size and type of tools as designed for the purpose. Tubing shall be cut squarely and all edge roughness shall be removed prior to flaring. All couplings shall be tightened securely, so the flared end fits snugly against the bevel of the fitting without leakage. The flared joint couplings shall be made up without the use of jointing compounds.

The service pipe and curb stop coupling depth shall be such as to maintain not less than the specified minimum cover. The service box shall be connected to or centered over the curb stop and be firmly supported on concrete blocking as required by the Plans, Specifications, and Special Provisions. Clearance shall be provided so the service box does not rest on the water pipe. Service boxes shall be installed plumb.

The service boxes shall be brought to proper surface grade when the final ground surface has been established.

D Setting Valves, Hydrants, Fittings and Specials

Valves, hydrants, fittings, and specials shall be provided and installed as required by the Plans, Specifications, and Special Provisions with the exact locations and setting as directed by the Engineer, and with each installation accomplished in accordance with the requirements for installation of mainline pipe to the extent applicable. Support blocking, reaction backing, and anchorage devices shall be provided as required by the Plans, Specifications, and Special Provisions or as otherwise ordered by the Engineer.

Hydrants shall be installed plumb, with the height and orientation of nozzles as shown in the Plans or as directed by the Engineer. Unless otherwise specified, the hydrants shall be connected to the mainline pipe with six-inch (6") diameter pipe, controlled by an independent valve.

When a hydrant with an open drain outlet is set in clay or other impervious soil, a drainage pit of at least one cubic yard shall be excavated below and around the hydrant base and the pit shall be filled with Foundation Material to a level six inches (6") above the drain outlet. MnDOT 3733 geotextile Type 5, or other material approved by the Engineer, shall be carefully placed over the rock to prevent backfill material from entering voids in the rock drain. Hydrants located where the groundwater table is above the drain outlet shall have the outlet drain hole plugged or the drain tube cut off to prevent draining, and shall be equipped with a tag stating, "Pump After Use".

Valve boxes shall be centered over the valve wrench nut and be installed plumb, with the box cover flush with the surface of the finished pavement or at such other level as may be directed.

Valve box adaptors for use to stabilize the valve box in a centered position over the valve wrench nut shall include a rubber gasket between the adaptor plate and valve body. The adaptor shall be epoxy coated conforming to the requirements for fittings in section 2611.2A1, or as otherwise allowed by the plans, specifications and special provisions. Gate valve box adaptors shall be incidental to the valve box unless otherwise provided in the bid proposal.

Masonry valve pit structures, for valves with exposed gearing or operating mechanisms, shall be constructed in accordance with the details shown in the Plans and with the applicable provisions of these Specifications.

Drainage blow-offs, air vents, and other special appurtenances shall be provided and installed as required by the Plans, Specifications, and Special Provisions.

All dead ends shall be closed with approved plugs or caps and shall be equipped with suitable blow-off facilities.

E Disinfection of Watermains

Before being placed in service, the completed water main shall be disinfected. Disinfection materials and procedures, and the collection and testing of water samples, shall be in accordance with the provisions of AWWA C651. After the final flushing of watermain, the water shall be tested for bacteriologic quality and found to meet the standards prescribed by the Minnesota Department of Health.

Where an existing watermain is cut for the installation of any fitting, the pipe and fittings proposed to be installed shall be disinfected prior to installation as follows:

- (1) The interior of the pipe and fittings shall be cleaned of all dirt and foreign material.
- (2) The interior of the pipe and fittings shall be thoroughly swabbed or sprayed with a one percent (1%) minimum hypochlorite solution.

Unless otherwise indicated in the Plans, Specifications, and Special Provisions, the Contractor shall furnish all materials and perform the disinfecting, flushing, and testing as necessary for meeting the water quality requirements.

The flushing operations and the form of chlorine and method of application to be used shall be subject to approval by the Engineer.

F Electrical Conductivity Test

The Contractor shall perform a conductivity test within one week after completion of pressure testing of the main on all watermain to ensure continuous conductivity for locating watermain. Sufficient conductivity shall be provided to allow for the location of watermain, services, hydrant leads, and laterals for mainline segments at least one thousand two hundred (1,200) linear feet in length

G Hydrostatic Testing of Watermains

After the pipe has been laid, including fittings and valves and blocking, all newly-laid pipe or any section between valves thereof, unless directed otherwise by the Engineer, shall be subject to hydrostatic pressure of one hundred fifty (150) pounds per square inch. The duration of each such test shall be at least two (2) hours.

Each section of pipe to be tested shall be filled with water and all air expelled at the highest point. The required taps to expel air or to fill the watermain shall be supplied and installed by the Contractor, shall be three quarters inch (3/4") and shall include an approved service saddle when required.

The test apparatus shall be applied at the lowest elevation on the section to be tested. The apparatus shall be connected to the main at a service tap or special tap location.

The pressure gauge shall be a standard pressure gauge. The dial shall register from 0 - 200 psi and have a dial size of four and one half inches (4-1/2") with one (1) psi increments.

The hydrostatic test pressure requirement for an acceptable test shall be a maximum pressure drop of two (2) psi during the last hour of the two (2) hour pressure test. The test pressure shall not drop more than five (5) psi for the duration of the test.

If this test requirement cannot be met, the Contractor shall investigate the cause, make corrections, and retest until the pressure drop requirement can be met.

Only if several consecutive tests indicate a consistent pressure drop and only after the Contractor has made numerous attempts to resolve the problem, acceptable to the Engineer, may the Contractor request in writing and the Engineer consider the use of the leakage test. The leakage test may be performed by the Contractor to determine the magnitude of the leak, however, meeting the leakage allowance shall not automatically be considered acceptance, in lieu of the pressure test, for the section being tested. Final acceptance shall be at the discretion of the Engineer.

When allowed, the leakage test shall be performed in accordance with AWWA C600.

H Operational Inspection

At the completion of the project and in the presence of the Engineer and the Contractor, representatives of the Owner shall operate all valves, hydrants, and water services to ascertain that the entire facility is in good working order; that all valve boxes are centered and valves are opened; that all hydrants operate and drain properly; that all curb boxes are plumb and centered; and that water is available at all curb stops.

2611.4 METHOD OF MEASUREMENT

All items will be measured separately according to design designation as indicated in the Pay Item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Pipe will generally be designated by size (inside diameter or span), strength class, kind or type, and laying condition. Payment shall include all component parts thereof as described or required to complete the unit, but excluding any item covered by a separate pay item. Lineal measurement of piping will include the running length of any special fittings (tees, wyes, bends, gates, etc.) installed within the line of measure between specified terminal points.

A Water Pipe

Mainline pipe and service pipe of each kind and size will be measured separately by the overall length along the axis of the pipeline, from beginning to end of each installation and without regard to intervening valves or specials. Terminal points of measure will be the spigot or cut end, base of hub or bell end, center of valves or hydrants, intersecting centers of tee or wye branch service connections, and center of corporation stop or curb stop couplings.

B Valves

Valves of each size and type will be measured separately as complete units, including the required manhole or valve box setting.

C Corporation Stops

Corporation stops of each size and type will be measured separately by the number of units installed, including the watermain tap and saddle.

D Curb Stops

Curb stops of each size and type will be measured separately by the number of units installed, including the required curb box.

E Hydrants

Hydrants will be measured by the number of units installed.

F Air Vents

Air vents of each type and size will be measured separately by the number of complete units installed, including the required manhole or valve box setting.

G Polyethylene Encasement

Polyethylene encasement of pipe will be measured by the linear foot of pipe encased of each specified size.

H Ductile and Gray Iron Fittings

Ductile Iron and Gray Iron fittings shall be measured by the pound without joint accessories or on per each basis as specified on the Proposal or in the Special Provisions. Joint accessories including tie rods, joint restraints, nuts and bolts shall be incidental to the watermain unless otherwise provided on the Proposal or in the Special Provisions.

The standard weight of Ductile Iron and Gray Iron fittings, for payment basis, shall be as published in AWWA C153 and C110, respectively.

I Polyvinyl Chloride or Polyethylene

Polyvinyl Chloride or Polyethylene fittings shall be measured on an each basis as specified and shown on the Proposal or in the Special Provisions.

J Access Structures

Access structures, such as valve boxes, service boxes, manholes and vaults, will be measured for payment only when and to the extent that the Proposal contains specific items therefore. Otherwise, the required structures are included for payment as part of the pipe appurtenance (Gate Valve, Curb Stop, Air Vent, etc.) item which is served. When applicable, measurement will be by the number of individual units installed of each type and design.

2611.5 BASIS OF PAYMENT

Payment for construction of water distribution facilities will be made as detailed in the method of measurement and as shown on the Bid Proposal or detailed in the Special Provisions. Payment shall include all costs of furnishing and installing the complete facility as required by the Plans, Specifications, and Special Provisions.

Payment shall be made for Watermain Pipe, Service Pipe, and Tapped Service Pipe, of each size and kind at the appropriate Contract prices per linear foot installed. All costs of pipeline disinfection, leakage testing, pipe jointing materials, dead end plugs and caps, making connections to existing facilities, blocking and anchorage materials, and other work necessary for proper installation of pipe as specified shall be included for payment as part of the pipe item, without any direct compensation being made therefore unless specific pay items are included on the Proposal.

Payment shall be made for Valves, Corporation Stops, Curb Stops, Hydrants, Air Vents, Polyethylene Encasement, Insulation, and other specially identified appurtenant items, at the appropriate Contract prices per unit of measure for each size and type or kind installed.

Access structures such as Valve Boxes, Service Boxes, Manholes, and Vaults will be paid for as separate items only when separate pay items are included on the Proposal.

Payment for rearrangement of in-place facilities or vertical offset of proposed facilities shall be made under specially named items at the appropriate Contract prices per unit of measure and shall be compensation in full for all costs of performing the work as specified.

All costs of excavating to foundation grade, preparing the foundation, placing and compacting backfill materials, restoring surface improvements, and other work necessary for prosecution and completion of the work as specified, shall be included for payment as part of the pipe and pipe appurtenance items without any direct compensation being made therefore, unless specific pay items are included on the Proposal.

Watermain connections shall be paid per each connection to new watermain. All necessary labor, materials, and work required to make the connection shall be included in the price per each as provided in the bid proposal.

Installation of tracer wire for thermoplastic and other non-conductive pipe materials shall be considered incidental with no direct compensation made thereto, except where noted otherwise.

SECTION 2621 – STANDARD SPECIFICATIONS FOR SANITARY SEWER AND STORM SEWER INSTALLATION

2621.1 DESCRIPTION

This work shall consist of the construction of pipe sewers utilizing plant fabricated pipe and other appurtenant materials, installed for conveyance of sewage, industrial wastes, or storm water. The work includes construction of manhole and catch basin structures and other related items as specified.

The use of the term "Plans, Specifications and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation "Standard Specifications for Construction", and all supplements and amendments thereto published prior to the date of advertisement for bids.

All references to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

The following specifications have been referenced in this Specification:

AASHTO M294 Standard Specification for Corrugated Polyethylene Pipe, 300-mm to 1500-mm (12-in. to 60-in.) Diameter

ASTM A48 Standard Specification for Gray Iron Castings

ASTM A74 Standard Specification for Cast Iron Soil Pipe and Fittings

ASTM A798 Standard Practice for Installing Factory-Made Corrugated Steel Pipe for Sewers and Other Applications

ASTM C12 Standard Practice for Installing Vitrified Clay Pipe Lines

ASTM C76 Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

ASTM C270 Standard Specification for Mortar for Unit Masonry

ASTM C301 Standard Test Methods for Vitrified Clay Pipe

ASTM C361 Standard Specification for Reinforced Concrete Low Head Pressure Pipe

ASTM C425 Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings

ASTM C443 Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

ASTM C478 Standard Specification for Circular Precast Reinforced Concrete Manhole Sections

ASTM C564 Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings

ASTM C700 Standard Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated

ASTM C969 Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines

ASTM C990 Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants

ASTM C1479 Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations

ASTM D543 Standard Practice for Evaluating the Resistance of Plastics to Chemical Reagents

ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications

ASTM D3034 Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings

ASTM D3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

ASTM D3262 Standard Specification for “Fiberglass” (Glass Fiber Reinforced Thermosetting Resin) Sewer Pipe

ASTM D3839 Standard Guide for Underground Installation of “Fiberglass” (Glass Fiber Reinforced Thermosetting Resin) Pipe

ASTM D4161 Standard Specification for Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals

ASTM F477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

ASTM F679 Standard Specification for Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings

ASTM F949 Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

ASTM F1417 Standard Practice for Installation Acceptance of Plastic Non pressure Sewer Lines Using Low Pressure Air

ASTM F2764 Standard Specification for 6 to 60 in. [150 to 1500 mm] Polypropylene (PP) Corrugated Double and Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications

ASTM F3219 Standard Specification for 3 to 30 in. (75 To 750 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Fittings

AWWA C104 Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings

AWWA C110 Standard for Ductile-Iron and Gray-Iron Fittings

AWWA C111 Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

AWWA C115 Standard for Flanged Ductile-Iron Pipe With Ductile-Iron or Gray-Iron Threaded Flanges

AWWA C116 Standard for Protective Fusion-Bonded Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings

AWWA C150 Standard for Thickness Design of Ductile-Iron Pipe

AWWA C151 Standard for Ductile-Iron Pipe, Centrifugally Cast

AWWA C153 Standard for Ductile-Iron Compact Fittings

AWWA C550 Standard for Protective Interior Coatings for Valves and Hydrants

2621.2 MATERIALS

All materials required for this work shall be new material conforming to requirements of the referenced specifications for the class, kind, type, size, grade, and other details indicated in the Contract. Unless otherwise indicated, all required materials shall be furnished by the Contractor. If any options are provided for, as to type, grade, or design of the material, the choice shall be limited as may be stipulated in the Plans, Specifications, or Special Provisions.

All manufactured products shall conform in detail to such standard design drawings as may be referenced or furnished in the Plans. Otherwise, the Owner may require advance approval of material suppliers, product design, or other unspecified details as it deems desirable for maintaining adopted standards.

At the request of the Engineer, the Contractor shall submit in writing a list of materials and suppliers for approval. Suppliers shall submit a Certificate of Compliance that the materials furnished have been tested and are in compliance with the specifications.

A Sewer Pipe and Service Line Materials

All pipe furnished for main sewer and service line installations shall be as indicated for each particular line segment as shown in the Plans and designated in the Contract Items. Wherever connection of dissimilar materials or designs is required, the method of joining and any special fittings employed shall be products specifically manufactured for this purpose and subject to approval by the Engineer.

A1 Vitrified Clay Pipe and Fittings

Vitrified clay extra strength pipe and fittings shall conform to the requirements of ASTM C700 for the size and type and class specified, subject to the following supplementary provisions:

- (1) Unless otherwise specified, the pipe and fittings shall be non-perforated, full circular type, either glazed or unglazed.
- (2) All pipe and fittings manufactured with bell-and-spigot ends shall be furnished with factory fabricated compression joints conforming to the requirements of ASTM C425.
- (3) In lieu of the bell-and-spigot jointing requirements, the pipe and fittings may be furnished with plain ends, in which case the jointing shall be by means of compression couplings conforming to the requirements of ASTM C425, Type B.
- (4) All clay pipe fittings (wyes, tees, bends, plugs, etc.) shall be of the same pipe class and joint design as the pipe to which they are to be attached.

A2 Ductile Iron Pipe and Ductile Iron and Gray Iron and Fittings

The pipe furnished shall be Ductile Iron pipe and pipe fittings furnished shall be of the Ductile Iron or Gray Iron type as specified for each particular use of installation. When Gray Iron is specified, either type may be furnished. Gray Iron may not be substituted for Ductile Iron unless specifically authorized in the Special Provisions.

Ductile iron pipe shall conform to the requirements of AWWA C115 or C151 for water, and thickness design shall conform to AWWA C150. In addition, the pipe shall comply with the following supplementary provisions:

- (1) Fittings shall conform to the requirements of AWWA C110 (Gray Iron and Ductile Iron Fittings) or AWWA C153 (Ductile Iron Compact Fittings) for the joint type specified.
- (2) Unless otherwise specified all pipe and fittings shall be furnished with cement mortar lining meeting the requirements of AWWA C104 for standard thickness lining. All exterior surfaces of the pipe and fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating, or poor coating adhesion, shall be cause for rejection.

Fittings specified to be furnished with fusion bonded epoxy external coating and/or interior lining shall conform to the requirements of AWWA C550 and C116/A21.16, with 6-8 mil nominal thickness.

Fittings and pipe specified to be furnished with zinc coating shall meet the requirements of ISO 8179-1 and ISO 8179-2. Pipe and fittings shall be coated with the manufacturer compatible asphaltic coating. Zinc coatings for pipe and fittings in corrosive environments shall be wrapped with polyethylene encasement material.

- (3) Rubber gasket joints for Ductile Iron Pressure Pipe and fittings shall conform to AWWA C111.
- (4) The nuts and bolts shall be constructed of corrosion resistant, high-strength, low-alloy steel with a ceramic filled, baked on fluorocarbon resin. The nuts and bolts shall be in compliance with ANSI/AWWA C111/A21.11.
- (5) Conductivity, when required by the Special Provisions, shall be maintained through pipe and fittings with an external copper jumper wire or specialty gaskets which are capable of meeting conductive requirements. Wedge type connectors will not be allowed.

A3 Reinforced Concrete Pipe and Fittings

Reinforced concrete (RC) pipe, fittings and specials shall conform to the requirements of MnDOT 2501, 2503, 3236, 3726, and ASTM C76 (Reinforced Concrete Pipe) with rubber O-ring or profile joints for the type, size, and strength class specified, subject to the following supplementary provisions:

- (1) All branch fittings such as tees, wyes, etc. shall be cast as integral parts of the pipe. All fittings and specials shall be of the same strength class as the pipe to which they are attached.
- (2) Joints shall meet the requirements of ASTM C361, and ASTM C443.
- (3) Lift holes will not be permitted unless specifically authorized in the Plans, Specifications, and Special Provisions

A4 Corrugated Steel Pipe and Fittings

Corrugated Steel (CS) Pipe and fittings shall conform to the requirements of MnDOT 2501, 2503, and 3226 (CS) Pipe for the application, type, size and sheet thickness specified. Joints for joining CS Pipe shall be the band type, soil-tight or bell/spigot type soil-tight and watertight, and watertight, with preformed gasket seals meeting MnDOT 3726. Fittings and bands for joining pipe sections shall be of the same material and thicknesses as the mainline pipe.

Specialty coatings for the pipe shall be as indicated in the Plans, Specifications, and Special Provisions.

A5 Polyvinyl Chloride Pipe and Fittings

Smooth walled polyvinyl chloride pipe and fittings shall conform to the requirements of ASTM D3034 and ASTM F679 for the size, standard dimension ratio (SDR), and strength requirements indicated on the Plans, Specifications, and Special Provisions. The grade used shall be resistant to aggressive soils or corrosive substances in accordance with the requirements of ASTM D543.

Pipe fittings shall be of the same class and grade as specified for the pipe, unless otherwise specified in the special provisions.

Unless otherwise specified, all pipe and fittings shall be SDR 35 and connections shall be push-on with elastomeric gasket joints which are bonded to the inner wall of the gasket recess of the bell socket.

PVC pipe and fittings for pressure sewer and forcemains shall meet the requirements of 2611.2 A3 for watermain class pipe.

Corrugated polyvinyl chloride pipe and fittings with smooth interior shall conform to the requirements of ASTM F949 for the size and wall thickness indicated on the Plans, Specifications, and Special Provisions. Unless otherwise specified, all pipe and fittings shall be push-on with snug fit elastomeric joints meeting tightness requirements of ASTM D3212 and ASTM F477.

A6 Cast Iron Soil Pipe

Unless otherwise specified in the Plans, Specifications, and Special Provisions, cast iron soil pipe shall be service weight pipe meeting the requirements of ASTM A74 and the Plans, Specifications, and Special Provisions. Unless otherwise specified, pipe joints shall be push-on, sealed with elastomeric gaskets, meeting the requirements of ASTM C564.

A7 Acrylonitrile-Butadiene-Styrene Pipe

Acrylonitrile-Butadiene-Styrene (ABS) solid wall pipe and fittings shall conform to the requirements of ASTM D2751 (Withdrawn 2014) and shall be gasket seal joints, assembled as recommended by the pipe manufacturer. Unless otherwise specified, all pipe and fittings shall be push-on with snug fit elastomeric joints meeting tightness requirements of ASTM D3212 and ASTM F477. Solvent cemented joints, assembled as recommended by the pipe manufacturer, shall be provided only where specifically indicated in the Plans, Specifications, and Special Provisions.

A8 Corrugated Polyethylene Pipe

Dual-Wall and Triple-Wall Corrugated Polyethylene Pipe (PE/HDPE) for gravity sewers shall conform to the requirements of AASHTO M294 for storm sewer pipe sizes twelve inch (12") through sixty inch (60"). Joints shall be bell and spigot push-on type, soil-tight and watertight joints in accordance with ASTM D3212 and ASTM F477. Pipe manufacture, watertight joint testing, and installation shall conform to MnDOT 2501, 2503, 3247, ASTM C969, and as indicated in the Plans, Specifications, and Special Provisions.

A9 Solid Wall High Density Polyethylene Pipe

Solid wall HDPE for pressure and gravity sewer pipes shall meet the requirements of 2611.2A3.

A10 Fiberglass Reinforced Pipe

Fiberglass Reinforced Pipe (FRP/GRP) for gravity sewers shall meet requirements of ASTM D3262 for Glass-Fiber-Reinforced Thermosetting Resin pipe, such as reinforced thermosetting-resin pipe (RTRP) and reinforced polymer mortar pipe (RPMP; natural polymers not included) for use in gravity-flow systems. The pipe shall be manufactured with polyester resin systems with a proven history of performance in this application.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade E-glass filaments with binder and sizing compatible with impregnating resins.

Sand used to manufacture the pipe and fittings shall be minimum ninety eight percent (98%) silica sand with a maximum moisture content of two tenths of a percent (0.2%).

Pipe resin additives, such as curing agents, pigments, dyes, fillers, thixotropic agents, etc., when used, shall not detrimentally effect the performance of the products.

Gaskets shall be supplied by approved gasket manufacturers and be suitable for the service intended. Minimum pressure rating of gaskets shall be two hundred fifty (250) psi.

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound to provide watertight joints meeting the requirements of ASTM D4161. Joints at tie-ins, when needed, may utilize fiberglass, gasket-sealed closure couplings.

Fittings shall be capable of withstanding all operating conditions when installed. They may be contact molded or manufactured from mitered sections of pipe joined by glass-fiber-reinforced overlays. Properly protected standard ductile iron, fusion-bonded epoxy-coated steel and stainless steel fittings are allowed unless otherwise stated in the Special Provisions.

The actual outside diameter (eighteen inch (18") to forty eight inch (48")) of the pipes shall be in accordance with ASTM D3262. Other pipe diameter OD's shall be per manufacturer's literature.

Pipe shall be supplied in nominal lengths of twenty feet (20') except where noted otherwise on the drawings. Actual laying length shall be nominal $\pm 1/4$ inches. At least ninety percent (90%) of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

Pipe ends shall be square to the longitudinal pipe axis with a maximum tolerance of one-eighth inch (1/8").

Pipe shall be marked identifying each pipe with the name of manufacturer, plant location, code date of manufacturer, nominal pipe size, pipe stiffness designation and ASTM D3262.

Service lateral connections (wye, tee, bend) to the sanitary sewer shall be as recommended by the main line sewer pipe manufacturer recommendation.

A11 Polypropylene Pipe

Corrugated Polypropylene Pipe (PP) for gravity sewers shall conform to ASTM F2881. Pipe joints shall be bell and spigot push-on type, soil-tight and watertight joints in accordance with ASTM D3212 and ASTM F477, and shall conform to the requirements of AASHTO M330 dual wall Type "S" pipe for storm sewer pipe sizes twelve inch (12") through sixty inch (60"). Pipe manufacture, watertight joint testing, and installation shall conform to current MnDOT requirements, ASTM F1417, and as indicated in the Plans, Specifications, and Special Provisions.

A12 Tracer Wire for Non-conductive Pipe

Tracer wire for use with all thermoplastic pipe types shall be Underwriters Laboratories (UL) listed for use in direct burial applications, color coated per APWA uniform color code for the specific utility being marked. Tracer wire shall be a minimum 12 AWG copper clad steel rated to 30 volts, insulation shall be High Molecular Weight Polyethylene (HMWPE) meeting ASTM D1248, with designation identified on the outside of the wire casing.

Tracer wire shall meet the following additional criteria for the construction method specified:

Open Trench - Trace wire shall be High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.

Directional Drilling/Boring - Trace wire shall be Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.

Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

Connectors for tracer wire shall meet the following:

All mainline trace wires must be interconnected at tees and crosses, joined using a single 3-way or 4-way lockable connector for tees and crosses, respectively.

Lockable connectors shall be for direct bury application, and shall be dielectric silicon filled to seal out moisture and corrosion.

B Metal Sewer Castings

Metal castings for sewer structures such as manhole frames and covers, catch basin frames, grates and curb boxes, shall conform to the requirements of ASTM A48 (Gray Iron Castings), subject to the following supplementary provisions:

- (1) Casting assemblies or dimensions, details, weights, and class shall be as indicated in the detailed drawings for the design designation specified. Unless otherwise specified, the castings shall be Class 30 or better.
- (2) Lid-to-frame surfaces on round casting assemblies shall be machine milled to provide true bearing around the entire circumference.
- (3) Casting weight shall be not less than ninety five percent (95%) of theoretical weight for a unit cast to exact dimensions, based on four hundred forty two (442) pounds per cubic foot.
- (4) A Certificate of Compliance shall be furnished with each shipment of castings stating that the materials furnished have been tested and are in compliance with the specification requirements.
- (5) Unless otherwise specified, sanitary sewer manholes shall have self-sealing lids and concealed pick holes.

C Precast Concrete Manhole and Catch Basin Sections

Precast concrete riser sections and appurtenant units (grade rings, top and base slabs, special sections, etc.) used in the construction of manhole and catch basin structures shall conform with the requirements of ASTM C478, MnDOT 2506 and the following supplementary provisions:

- (1) The precast sections and appurtenant units shall conform to all requirements as shown on the detailed drawings.
- (2) Joints of manhole riser sections shall be tongue and groove with rubber "O" ring or profile gaskets conforming to the requirements of ASTM C443..

- (3) Sanitary sewer inlet and outlet pipes shall be joined to the manhole with a gasketed, flexible, watertight connection, watertight boot, or any watertight connection arrangement approved by the Engineer that allows differential settlement of the pipe and manhole wall to take place.
- (4) Air-entrained concrete shall be used in the production of all wet-cast units. Air content shall be maintained within the range of five (5) to eight (8) percent (%).
- (5) A Certificate of Compliance shall be furnished with each shipment of precast manhole and catch basin sections stating that the materials furnished have been tested and are in compliance with the specification requirements.
- (6) Lift holes will not be permitted in precast manholes.

D Mortar

Mortar for use in masonry construction shall meet the requirements of MNDOT 2506.B.2 and ASTM C270.

E Concrete

Concrete used for cast-in-place masonry construction shall be produced and furnished in accordance with the provisions of MnDOT Specification 2461, Table 2461-6, for the mix design indicated in the Plans, Specifications, or Special Provisions. Type 3, air-entrained, concrete shall be furnished and used in all structures having weather exposure.

2621.3 CONSTRUCTION REQUIREMENTS

A Installation of Pipe and Fittings

The Contractor shall take all necessary precautions to handle and install all pipe and appurtenances as recommended by the manufacturer, Engineer, Plans, Specifications, and the Special Provisions.

Installation of PVC pipe and fittings for pressure sewer and forcemains shall meet the requirements of 2611.3 for watermain class pipe.

A1 Inspection and Handling

Proper and adequate implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. During the process of unloading, all pipe and accessories shall be inspected by the Contractor for damage. The Contractor shall notify the Engineer of all material found to have cracks, flaws or other defects. The Engineer shall inspect the damaged materials and have the right to reject any materials found to be unsatisfactory. The Contractor shall promptly remove all rejected material from the site. All materials shall be handled carefully, as will prevent damage to protective coatings, linings, and joint fillings; preclude contamination of interior areas; and avoid jolting contact, dropping, or dumping.

All work and materials are subject to tests by the Owner at such frequency as may be determined by the Engineer.

While suspended and before being lowered into laying position, each pipe section and appurtenant unit shall be inspected by the Contractor to detect damage or unsound conditions that may need corrective action or be cause for rejection. The Contractor shall inform the Engineer of any defects discovered and the Engineer will prescribe the required corrective actions or order rejection.

Immediately before placement, the joint surfaces of each pipe section and fitting shall be inspected for the presence of foreign matter, coating blisters, rough edges or projections, and any imperfections so detected shall be corrected by cleaning, trimming, or repair as needed.

A2 Pipe Laying Operations

Trench excavation and bedding preparations shall proceed ahead of pipe placement as will permit proper laying and joining of the units at the prescribed grade and alignment without unnecessary deviation or hindrance.

All foreign matter or dirt shall be removed from the inside of the pipe and fittings before they are lowered into position in the trench and they shall be kept clean. The sewer materials shall be carefully lowered into laying position by the use of suitable restraining devices. Under no circumstances shall the pipe be dropped into the trench.

Unless otherwise permitted by the Engineer, bell and spigot pipe shall be laid with the bell ends facing upgrade and the laying shall start on the downgrade end and proceed upgrade. As each length of bell and spigot pipe is placed in laying position, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

Connection of pipe to existing lines or previously constructed manholes or catch basins shall be accomplished as shown in the Plans or as otherwise approved by the Engineer. Where necessary to make satisfactory closure or produce the required curvature, grade or alignment, deflections at joints shall not exceed that which will assure watertight joints and shall comply with the pipe manufacturer recommendations.

Entrance of foreign matter into pipeline openings shall be prevented at all times to the extent that suitable plugs or covering can be kept in place over the openings without interfering with the installation operations.

Installation of thermoplastic pipe shall conform to ASTM D2321; FRP/GRP pipe to ASTM D3839, and the manufacturers' recommendations; ASTM A798 for CS pipe, and ASTM C1479 for RC pipe.

A3 Connection and Assembly of Joints

All pipe and fitting joints shall fit tightly and be fully closed. Spigot ends shall be marked as necessary to indicate the point of complete closure. All joints shall be soil tight and watertight in all sanitary sewer and storm sewer pipe.

A4 Bulkheading Open Pipe Ends

All pipe and fitting ends left open for future connection shall be bulkheaded by approved methods prior to backfilling. Unless otherwise specified or approved, all openings of twenty four inches (24") in diameter or less shall be closed off with prefabricated plugs or caps and all openings larger than twenty four inches (24") in diameter shall be closed off with masonry bulkheads.

Prefabricated plugs and caps shall be of the same material as the pipe material, or an approved alternate material, and they shall be installed with watertight seal as required for the pipeline joints. Masonry bulkheads shall be constructed with clay or concrete brick to a wall thickness of eight inches (8").

Bulkheads installed for temporary service during construction may be constructed with two inch (2") timber planking securely fastened together and adequately braced, as an alternate to the masonry construction.

A5 Tracer Wire

Tracer wire shall be installed along the length of all non-conductive mainline pipe, laterals, and services with vertical riser to the surface, at manholes, catch basins, stubs, laterals, services, and/or utility location boxes as required by the Special Provisions. Tracer wire shall be taped, clamped or affixed to the pipe in another manner as approved by the Engineer.

Splicing tracer wire shall be by mechanical split bolt type or a crimp type compression fitting fully encased in approved electrical insulation putty. A twelve inch (12") tracer wire loop shall be provided on each side of a spliced connection.

Tracer wire lengths greater than 500 linear feet are to include an approved grade level/in-ground access box, located at the edge of the road right-of-way and outside of the roadway.

Tracer wire shall be grounded at all terminal ends (stubs, plugs).

B Appurtenance Installations

Appurtenance items such as aprons, trash guards, gates and castings shall be installed where and as required by the Plans and in accordance with such standard detail drawings or supplementary requirements as may be specified.

Casting assemblies installed on manhole or catch basin structures shall be set in a full mortar bed and be adjusted to the specified elevation without the use of shims or blocking.

Sewer aprons shall be subject to all applicable requirements for installation of pipe. All aprons and outfall end sections shall have the last three (3) sections tied. Two (2) tie bolt fasteners shall be placed in each of the last three joints, one on each side of top center at the sixty (60) degree point (from vertical). Tie bolt diameter shall be: 5/8 inch for 12" to and including 27" pipe; 3/4 inch for 30" to and including 66" pipe; 1 inch for 72" to and including 144" pipe. The tie bolts shall be of a design approved by the Engineer.

C Sewer Service Installations

Main sewer service connections and building service sewer pipe shall be installed as provided for in the Contract and as may be directed by the Engineer. The sewer service connections and pipe lines shall be installed in conformance with all applicable requirements of the main sewer installation and as more specifically provided for herein.

The Engineer, with the assistance of the Contractor, shall keep accurate records of all service installations as to type, location, elevation, point of connection and termination, etc. This service record shall be maintained jointly by the Contractor and Engineer on forms provided by the Engineer. The service installations shall not be backfilled until all required information has been obtained and recorded.

The main sewer service connection shall consist of installing a Branch Tee or Wye section in the main sewer line at designated locations or providing an insert type Saddle Tee or Wye fitting in a pipe cut-out where specified. Orientation of service connection fitting shall be as shown in the standard drawings unless otherwise directed by the Engineer.

Where the depth of cover over the main sewer invert is greater than fifteen (15) feet (or such other maximum as may be indicated), the service connection shall be extended upward by means of a Service Riser Section.

Unless otherwise specified, service pipe shall be installed at right angles to the main sewer and at a straight line grade to the property line. The standard and minimum grades shall be a uniform rise of one inch (1") in four feet (4') (two percent (2%)) for sanitary service lines and one inch (1") in eight feet (8') (one percent (1%)) for storm sewer service lines. These minimum grades may be reduced (by not more than one-half (1/2) pitch) where the Engineer so approves in the case of restrictive elevation differences.

Building service pipe lines shall generally be kept as deep as required to serve the building elevation and maintain the specified minimum pipe grades. Pipe bends shall be provided as necessary to bring the service lines to proper location and grade. Pipe bends shall not exceed twenty-two and one half (22-1/2) degrees without approval of the Engineer.

Unless otherwise indicated, service pipe installation shall terminate at property line or as designated on the Plans, with a gasketed plug placed in the end, at which point the Contractor shall furnish and set a four inch by four inch (4" x 4") wooden timber six feet (6') to eight feet (8') in length embedded four feet (4') below grade, or approved steel post to mark the exact end of pipe. The timber or post shall be set vertically, with the top two feet (2') painted green.

Wherever service line connections to the main sewer are permitted or required to be made by the open cut-out method in the absence of a built-in Tee or Wye fitting, the connection shall be made by using an approved type of Saddle Tee or Wye fitting. The pipe cut-out shall be made with an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cut-out discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The Saddle Tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches (6") and as may be shown in the standard drawings.

Wherever service line connections to the main sewer are required to be made by means of built-in Branch Tee or Wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required Branch Tee or Wye section connected by means of an approved sleeve coupling.

Sanitary sewer service lines shall not be connected to a manhole at an elevation more than twenty-four inches (24") above the crown of the outgoing sewer. Where the elevation difference is greater than twenty-four inches (24"), the connection shall be made by means of an Outside Drop Connection in accordance with the details shown in the standard drawings.

All pipe and fitting openings at temporary terminal points shall be fitted with suitable plugs or shall be bulkheaded as required for the main sewer pipe.

D Manhole and Catch Basin Structures

Manholes, catch basins, and other special access structures shall be constructed at designated locations as required by the Plans and in accordance with any standard detail drawings or special design requirements given therefor.

Unless otherwise specified or approved, storm sewer manholes and catch basins shall be constructed on a precast or cast-in-place concrete base and the barrel riser sections, and cone section shall all be of precast concrete. Sanitary sewer manholes shall be constructed with precast concrete integral base with pre-formed invert barrel section and with watertight boots at all pipe locations. All units shall be properly fitted and sealed to form a completely watertight structure. Manholes and catch basin structures shall be fabricated to provide a twelve-inch (12") or sixteen inch (16") barrel section immediately below the cone or top slab whenever possible. Barrel and cone height shall be such as to permit placement of at least two (2) and not more than six (6) standard two-inch (2") precast concrete or high density polyethylene adjusting immediately below the casting assembly. Sanitary manhole adjustment rings and casting flange shall be fitted with specified method/materials as indicated in the Special Provisions to reduce inflow and infiltration. Storm sewer manhole and drainage structure adjustment rings and casting flange shall be wrapped with a Type 2 Geotextile fabric meeting MnDOT 3733.

Unless otherwise specified or approved, manholes and catch basins shall have an inside barrel diameter at the bottom of forty-eight inches (48") minimum and the inside diameter at the top of the cone section and all adjusting rings shall be of the same size and shape as the casting frame. Casting assemblies shall be as specified in the Plans

Concrete cast-in-place base shall be poured on undisturbed or firmly compacted foundation material which shall be trimmed to proper elevation. The bottom riser section shall be set in fresh concrete or mortar and all other riser section joints of the tongue and groove design shall be sealed with rubber gaskets. The concrete base under an outside drop connection shall be monolithic with the manhole base.

Wherever special designs so require or permit, and as may be approved by the Engineer, a precast concrete base may be used or the structure may be constructed with solid sewer brick or block units or with cast-in-place concrete. Any combination of cast-in-place concrete and brick or block mortar construction will be allowed and may be required where it is impossible to complete the construction with standard precast manhole sections.

All storm sewer manhole and catch basin structure doghouses shall be completely filled with mortar, concrete masonry, or concrete to completely seal the pipes into the structure wall. When formed inverts are specified, the inside bottom of each manhole and catch basin shall be shaped with fresh concrete to form free flow invert troughs.

When connecting to an existing sanitary sewer manhole without an existing opening for sewer pipe, the Contractor shall be required to core-drill an opening of the correct size and elevation for the proposed sanitary sewer facility. The Contractor shall set the connecting pipe through the full thickness of the wall flush with the inner face of the wall. Connection to the structure shall be made with a watertight joint, by means of a rubberized boot. The Contractor shall ensure the flow line of the manhole is constructed in a manner to provide steady flow from the new sanitary line to the existing sanitary line. The flow line and the core-drilled hole are to be grouted smooth. The Contractor shall install a plug in the connecting pipe once the connection is complete and construction has advanced to the next manhole to prevent rainwater or sediment from entering the existing system. The plug shall be removed once all the proposed sanitary sewer mains on the project have been installed, tested, inspected, and approved.

E Sanitary Sewer Leakage Testing

All sanitary sewer lines, including service connections, shall be substantially watertight and shall be tested for excessive leakage upon completion and before connections are made to the service by Others. Each test section of the sewer shall be subjected to exfiltration testing, either by hydrostatic or air test method as described below and at the Contractor's option. The requirements set forth for maximum leakage shall be met as a condition for acceptance of the sewer section represented by the test.

If the ground water level is greater than three feet above the invert elevation of the upper manhole and the Engineer so approves, infiltration testing may be allowed in lieu of the exfiltration testing, in which case the allowable leakage shall be the same as would be allowed for the Hydrostatic Test.

All testing shall be performed by the Contractor without any direct compensation being made therefore, and the Contractor shall furnish all necessary equipment and materials, including plugs and standpipes as required.

E1 Air Test Method

E1a Gravity Sewers

All gravity sanitary sewer lines, including service connections, shall be substantially watertight and shall be tested for excessive leakage upon completion and before connections are made to the service by Others. Each test section of the sewer shall be subjected to exfiltration testing by the ASTM F1417 (low pressure air) test method regardless of pipe material.

The requirements set forth for maximum leakage shall be met as a condition for acceptance of the sewer section represented by the test. All testing shall be performed by the Contractor without any direct compensation being made therefore, and the Contractor shall furnish all necessary equipment and materials, including plugs and standpipes as required.

The sewer pipe section under test shall be clean at the time of testing but the pipe may be wetted. Pneumatic balls shall be used to plug the pipe ends at manholes. Low pressure air shall be introduced to the plugged line until the internal air pressure reaches three and one half (3.5) psi greater than the average back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started. During this time the Contractor shall check all plugs to detect plug leakage. If plugs are found to leak, air shall be bled off, the plugs shall be retightened, and the air shall be reintroduced into the line.

The sewer section under test will be accepted as having passed the air leakage test when the rate of air loss as measured by pressure drop, does not exceed a specified amount in a specified time. Pressure drop may be determined by using the table below, or calculated by use of the formulas provided below.

TABLE
Minimum Specified Time Required for a 0.5 psig Pressure Drop for Size and Length of Pipe Indicated for Q = 0.0015 CFM/SF

Pipe Diameter (Inches)	Minimum Time (Min:Sec)	Length for Min. Time (Feet)	Time for increased Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)								
				100 Ft.	150 Ft.	200 Ft.	250 Ft.	300 Ft.	350 Ft.	400 Ft.	450 Ft.	
4	1:53	597	0.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	0.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12	3:12
8	3:47	298	0.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	28:11	30:32	34:54	39:16	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17	51:17
*27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:18	50:30	57:42	64:54	64:54
*30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:131	80:07	80:07
*33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57	96:57
*36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23	115:23

*NOTE - Consult with pipe and appurtenance manufacturer for maximum test pressure for pipe size greater than twenty four inches (24") in diameter.

FORMULA

The formula below calculates the specified minimum time required for a **1.00 psig pressure drop** from a starting pressure of 3.5 psig to a final pressure of 2.5 psig using a leakage rate of 0.0015 cubic feet/minute/square foot of internal surface.

Calculate all test times by the following formula:

$$T = 0.085 DK/Q$$

where:

T = shortest time allowed for the **air pressure to drop 1.0 psig**, sec.

K = 0.000419 DL but not less than 1.0,

Q = leak rate = 0.0015 CFM/SF,

D = measured average inside diameter of sewer pipe, in., and

L = length of test section, ft.

E2 Hydrostatic Test Method

E2a Gravity Sewers

After bulkheading the test section, the pipe shall be subjected to a hydrostatic pressure produced by a head of water at a depth of three feet (3') above the invert elevation of the sewer at the upstream manhole of the test section. In areas where ground water exists, this head of water shall be three feet (3') above the existing water table.

The water head shall be maintained for a period of one (1) hour during which time it will be presumed that full absorption of the pipe body has taken place, and thereafter for an extended period of one (1) hour the water head shall be maintained as the test period. During the test period, the measured water loss within the test section, including service stubs, shall not exceed an infiltration / exfiltration rate of thirty five (35) gallons / inch diameter / mile / day.

If measurements indicate exfiltration within a test action section is not greater than the allowable maximum, the section will be accepted as passing the test.

E2b Pressure Sewers

For sewers designated as pressure pipe sewers, the sewer shall be subjected to hydrostatic testing under 2611.3G Hydrostatic Testing of Watermains, except the hydrostatic testing pressure shall be two (2) times the maximum design operating pressure, but not less than one hundred (100) psig and the duration of the test shall be one hour.

E3 Test Failure and Remedy

In the event of test failure on any test section, testing shall be continued until all leakage has been detected and corrected to meet the requirements. All repair work shall be subject to approval of the Engineer. Introduction of sealant substances by means of the test water will not be permitted.

Unsatisfactory repairs or test results may result in an order to remove and replace pipe as the Engineer considers necessary for test conformance. All repair and replacement work shall be at the Contractor's expense.

F Deflection Test

Deflection tests shall be performed on all plastic gravity sewer pipes. The test shall be conducted after the sewer trench has been backfilled to the desired finished grade and has been in place for thirty (30) days.

The deflection test shall be performed by pulling a rigid ball or nine-point mandrel in accordance with MnDOT 2503.3 C.4. Direct measurement of the pipe diameter to determine deflection is not allowed. The ball or mandrel shall have a minimum diameter equal to ninety five percent (95%) of the actual inside diameter of the pipe. The maximum allowable deflection shall not exceed five percent (5%) of the pipe's internal diameter. The line will be considered acceptable if the mandrel can progress through the line without binding. The time of the test, method of testing, and the equipment to be used for the test shall be subject to the approval of the Engineer.

All testing shall be performed by the Contractor at his expense without any direct compensation being made therefore, and he shall furnish all necessary equipment and materials required.

F1 Test Failure and Remedy

In the event of test failure on any test section, the section shall be replaced, with all repair work subject to approval of the Engineer. The replaced section shall be retested for leakage and deflection in conformance with the specifications contained herein. All repairs, replacement, and retesting shall be at the Contractor's expense.

G Televising

Sewer line televising may be required by the Engineer, at the cost of the Contractor, if visual inspection, leakage testing, or deflection testing indicate the sewer has not been constructed in accordance with these specifications and the requirements of the Plans, Specifications, and Special Provisions.

2621.4 METHOD OF MEASUREMENT

All items will be measured separately according to design designation as indicated in the Pay Item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

Complete-in-place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate Pay Items. Linear measurement of piping will include the running length of any special fittings (tees, wyes, elbows, gates, etc.) installed within the line of measure between specified terminal points.

A Sewer Pipe

Sewer pipe of each design designation will be measured by length in linear feet along the line of pipe. Terminal points of measurement will be the pipe end at free outlets; the point of connection with in-place pipe; the center of manholes or catch basins; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined.

Separation of quantities according to "depth zone classification", when so designated in the Pay Item, will be determined by depth of pipe invert below the ground surface profile.

B Manholes

Manholes of each design designation will be measured by number of each constructed complete-in-place, including the base and castings as required, but excluding any excess depth greater than eight feet (8') measured from top of manhole cover to invert elevation of lowest pipe.

Excess manhole depth of each design designation will be measured by the linear foot difference in depth between the eight feet (8') allowed as standard and the actual increased depth as constructed.

C Catch Basins

Catch basins of each design designation will be measured by number of each constructed complete-in-place, including the base and castings as required, but excluding any excess depth greater than five feet (5') measured from top of grate (low point) to invert elevation of lowest outlet pipe.

Excess catch basin depth of each design designation will be measured by the linear foot difference in depth between the five feet (5') allowed as standard and the actual increased depth as constructed.

D Outside Drop Connection

Outside drop connections of each design will be measured by linear foot constructed complete-in-place, and shall include granular encasement, fittings, any special piping required, including coring holes and watertight boots for existing manholes for the drop connection. Measurement shall be made vertically from the invert of the lower outside drop invert to the upper outside drop invert.

E Service Connection

Service Connections of each design will be measured by number of each constructed complete-in-place as specified.

F Service Pipe

Service pipe of each design will be measured separately by length in linear feet, horizontally along the line of installation, between the service end and the point of juncture with the main pipe connection fitting.

G Special Pipe Fittings

Special pipe fittings (wyes, tees, bends, etc.) of each design designation will be measured by number of each installed complete-in-place as specified, but excluding any such fittings required to be installed as a component part of any other Work Unit.

H Appurtenant Items

Appurtenant items such as aprons, trash guards, gates and other prefabricated units or assemblies as identified by Pay Item name will be measured separately by number of each installed complete-in-place as specified.

2621.5 BASIS OF PAYMENT

Payment for sewer pipe and service pipe items at the Contract prices per linear foot of pipe of each design shall be compensation in full for all costs of providing a complete-in-place pipeline, including excavation, foundation preparation, backfilling, leakage testing, restoration of surface improvements, disposal of surplus or waste materials, final cleanup, and such other work as may be specified, but excluding the construction of other structures or special sections and the placement of special fittings, appurtenances or materials specifically designated for payment under other Contract Items.

Payment for manhole, catch basin, outside drop connection, service connection, and other structures as specified, at the Contract prices per structure, shall be compensation in full for all costs of constructing each unit complete-in-place as specified, including all required castings, special fittings, base or encasement, and appurtenant materials as specified for the complete structure or section, but excluding such additional work as may be designated for payment under other Contract Items.

Where the specified standard manhole, catch basin, or outside drop connection depths are exceeded, the excess depth of each design will be paid for separately as linear footage items and payment at the Contract prices therefor shall be compensation in full for all costs of providing the extra depth.

Special pipe fittings such as wyes, tees and bends will be paid for as separate Contract Items to the extent they are required to be installed in the sewer pipe and service pipe lines and not as a component part of a complete-in-place structure (outside drop connections, service connections, etc.)

Appurtenant items such as aprons, trash guards, drainage gates, and other prefabricated units or assemblies and specials as designated will be paid for as separate Contract Items to the extent they are not included as a component part of any complete-in-place structure.

SECTION 2631 CIPPS – STANDARD SPECIFICATIONS FOR SEWER PIPE REHABILITATION WITH CURED IN-PLACE PIPE SYSTEMS (CIPPS)

2631.1 CIPPS DESCRIPTION

A General

This work shall consist of the rehabilitation of pipelines and conduits by the installation of a resin-impregnated flexible tube Cured-In-Place Pipe System (CIPPS). The rehabilitation of pipelines shall be constructed by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint less and watertight new pipe within the existing pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.

Neither the CIPP system, nor its installation, shall cause adverse effects to any downstream facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products that may affect downstream structures, pups, pipe, equipment and wastewater treatment facilities. The Contractor shall notify the Engineer and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and residents.

The use of the term "Plans, Specifications, and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation "Standard Specifications for Construction", and all supplements and amendments thereto, published prior to the date of advertisement for bids.

All references to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

The following specifications have been referenced in this Specification:

- ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM D543 Standard Practice for Evaluating the Resistance of Plastics to Chemical Reagents
- ASTM D638 Standard Test Method for Tensile Properties of Plastics
- ASTM D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM D792 Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by displacement.
- ASTM D2122 Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic Cured-in- Place (GRP-CIPP) Using the UV-Light Curing Method
ASTM D2122 Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
ASTM D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Piping Systems

B Qualifications

The Contractor shall be responsible for all aspects of the design of the liner pipe. The Contractor shall guarantee that the installed liner is capable of sustaining outside loads, resist chemical attack that normally occurs in sanitary and storm sewer systems, and will maintain hydraulic characteristics over a fifty (50) year design life.

Unless provided otherwise in the plans or Special Provisions, the existing sewer pipe shall be considered to be in a fully deteriorated condition, is not structurally sound, and cannot support soil and live loads. The cured-in-place pipe shall be designed to support hydraulic, soil, and live loads.

The sewer products are intended to have a fifty (50) year or greater design life, and in order to minimize the Owner's risk, only proven products with substantial successful long term track records will be approved.

B1 Manufactured Products and Installation

Contractors must meet all of the following criteria:

- a. For a Product to be considered acceptable, a minimum of 100,000 linear feet or two hundred fifty (250) manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Engineer. In addition, at least 50,000 linear feet of the product shall have been in successful service within the State for a minimum of five (5) years.
- b. The Contractor's personnel must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience in the commercial installation of the product bid. In addition, the Contractor's personnel must have successfully installed at least 100,000 feet of the same product bid. The Field Supervisor/Foreman shall have a minimum five (5) years as a foreman/superintendent for a cured-in-place lining crew (installing actual product included with this bid/proposal), and a minimum of 100,000 lineal feet of cured-in-place lining, diameters up to and including twenty-four inches (24") installed under his/her supervision. Such experience shall include the actual product, by trade name, Contractor proposes to install. Acceptable documentation of these minimum installations must be submitted to the Engineer.

- c. Sewer rehabilitation products submitted for approval must provide Third Party Test Results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Engineer. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.

2631.2 CIPPS MATERIALS

A General

All materials required for this work shall be new material conforming to requirements of the referenced specifications for the class, kind, type, size, grade, and other details indicated in the Contract. Unless otherwise indicated, all required materials shall be furnished by the Contractor. If any options are provided for, as to type, grade, or design of the material, the choice shall be limited as may be stipulated in the Plans, Specifications, or Special Provisions.

All manufactured products shall conform in detail to such standard design drawings as may be referenced or furnished in the Plans. Otherwise, the Owner may require advance approval of material suppliers, product design, or other unspecified details as it deems desirable for maintaining adopted standards.

All materials shipped to the project site shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP manufacturer to avoid damage. Damage includes but is not limited to, gouging, abrasion, flattening, cutting, puncturing, and ultra-violet (UV) degradation. All damaged materials shall be promptly removed from the project site at no cost to the Owner. On site material storage locations shall be approved by the Engineer.

A1 CIPPS Fabric Tube

The CIPPS fabric "Tube" shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D5813 & ASTM F2019. The fabric Tube shall be capable of absorbing and carrying resins, manufactured to withstand installation pressures and curing temperatures, have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.

The fabric Tubes shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness.

The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference and length of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The

Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be allowed.

The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No materials shall be included in the tube that is subject to delamination in the CIPPS.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.

Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813. The outside of the fabric tube shall be marked every five feet (5') with the name of the manufacturer or CIPP system, manufacturing lot and production footage.

The nominal fabric tube wall thickness shall be constructed to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this application. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

A2 CIPPS Structural Requirements

The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

- (1) The CIPP shall be designed as per ASTM standards. The CIPP design shall assume no bonding to the original pipe wall.
- (2) The design engineer shall set the long term (fifty (50) year extrapolated) Creep Retention Factor at thirty three percent (33%) of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- (3) The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two (2) layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

Minimum Physical Properties: The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed in the table below.

Property	Test Method	Cured Composite Per ASTM F1216	Cured Composite Per Design
Flexural Modulus of Elasticity (Short Term)	ASTM D790	250,000 Psi	Contractor Value
Flexural Strength (Short Term)	ASTM D790	4,500 Psi	Contractor Value

The required structural CIPP wall thickness shall be based as a minimum, on the physical properties listed above and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	2.0 (1.5 For Pipes 36" Or Larger)
Creep Retention Factor	33%
Ovality	2% Or As Measured By Field Inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 And AWWA Manual M45
Groundwater Depth	As Specified Or Indicated On The Plans
Soil Depth (Above The Crown)	As Specified Or Indicated On The Plans
Live Load	H20 Highway
Soil Load (Assumed)	120 Lb/Cu. Ft.
Minimum Service Life	50 Years

The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

CIPP Short-Liners or segmental liners shall be of the same materials and meet the structural requirements of the full CIPP Tube liner.

A3 Material Testing Requirements

- (1) Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- (2) Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- (3) CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in above have been achieved in previous field applications. Samples for this project shall be made and tested as described herein.

2631.3 CIPPS CONSTRUCTION REQUIREMENTS

The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will affect the installation and the final CIPP product shall be removed and disposed of. The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a joint less and continuous structurally sound liner able to withstand all imposed static and dynamic loads on a long-term basis.

A Installation of CIPPS

A1 Access

It will be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall institute the actions necessary to do this for the mutually agreed time period. Traffic Control shall be the responsibility of the Contractor and shall conform to the latest revision of the MMUTCD and other provisions of this specification herein. The Contractor shall keep the roadway open to traffic at all times unless given prior approval by the Engineer.

A2 Water Usage

Water is available from the City at designated locations for cleaning, inversion, and other work items requiring water. Use of an approved double check backflow assembly shall be required. The Contractor shall provide his own approved assembly. The Contractor may use City water but shall inform the Public Works Department of such use and obtain a meter for documenting water usage. No fees will be charged for water.

A3 Cleaning of Sewer Lines

The Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. The Contractor shall ensure that no debris is transferred downstream during cleaning operations. The Contractor shall use a vacuum vehicle or similar means to remove debris during cleaning operations. Precaution shall be taken, by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. Disposal of the cleaning debris shall be in accordance with local, State and Federal Law and shall be incidental to the CIPPS.

A4 Bypassing Wastewater

The Contractor shall provide a by-pass for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. Installation of the liner shall not begin until the Contractor has installed a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the lining process has begun, existing sewage flows shall be maintained, until the resin/felt tube composite is fully cured, cooled down, fully televised and the CIPP ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the Engineer at least fourteen (14) days in advance and with the property owners and businesses at least three (3) business days in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. The Contractor shall submit a detail of the bypass plan and design to the Engineer prior to proceeding with any CIPP installation. Compensation for by-pass pumping and all associated plans and approvals shall be included in the price bid for CIPPS Installation.

A5 Inspection of Pipelines

Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the CIPPS into the pipelines and it shall be noted so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. The Owner has copies of a video inspection of the sewers to be relined, and these are available for prospective bidders. However, since the deterioration of sewer is an ongoing process, and roots, solids, and deposits can accumulate over time, the Contractor shall base the design of the liner on inspections made immediately prior to installation.

A6 Line Obstructions

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, if directed by the Owner, the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

A7 Public Notification

The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be eight (8) hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- (1) Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problem which could arise.
- (2) Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.
- (3) Notification shall include advisory statements to the resident that:
 - a. To minimize odor problems during the installation of CIPP, residents should be advised to ensure that their sewer traps are in a proper state of repair. In cases of damaged, dry, or non-existent traps, the areas or rooms where floor drains or access to traps are located should be ventilated, if possible, by leaving doors or windows open to the outside during the CIPP installation process.

The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

A8 Liner Installation

CIPP installation shall be in accordance with the applicable ASTM standards with the following modifications:

- (1) The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. If pulled into place, a power winch should be utilized, and care should be exercised not to damage the tube as a result of pull-in friction.

- (2) Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- (3) Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- (4) The Contractor shall remove protruding taps to the inside wall of the pipe. In no case shall the pipe be less than ninety five percent (95%) open to flow.

A9 Resin Impregnation

The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure a through wet-out, the point of vacuum shall be no further than twenty-five feet (25') from the point of initial resin introductions. After vacuum in the tube is established, the vacuum points shall be no further than seventy-five feet (75') from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular to the longitudinal axis of the tube as possible. A roller system shall be used to uniformly distribute tie resin throughout the tube. If the Installer proposes an alternate method of resin impregnation, the method must produce the same results and the method approved by the Engineer.

A10 Cool Down

The Contractor shall cool the CIPP in accordance with the manufacturer's recommendations. Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

Proper curing and handling of CIPP systems shall be done using the following guidelines for discharge of by-products:

Water Curing Method:

Sanitary Sewers

- (1) Release process water to the sewer after per industry standards during/after cool-down.

Storm Sewers and Culverts

- (1) Based upon receiving waterway's assimilative capacity
 - a. Discharge water when cooled to ambient air temperature
 - b. Discharge water once styrene concentration is confirmed to be at or below 25ppm; or,
 - c. Transport process water to nearest wastewater treatment facility

Steam Curing Method:

Sanitary Sewers

- (1) Release condensate water directly to receiving sewer while processing

Storm Sewers and Culverts

- (1) Based upon receiving waterway's assimilative capacity
 - a. Detain condensate in a lined holding pond until it cools to ambient
 - b. Discharge water once styrene concentration is confirmed to be less than 25ppm; or
 - c. Retrieve condensate by pumping it into the steam generation truck's reservoir; or
 - d. Transport condensate to nearest wastewater treatment facility.

A11 Finishing Operations

The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe. Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal. If any of the service connections leak water between the host pipe and the installed liner, the connection mainline interface shall be sealed to provide a watertight connection. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.

At all points where the liner pipe has been exposed (such as service connection fittings, or other points where the old pipe must be removed), the liner pipe and fittings shall be encased in cement-stabilized sand or other high density material as specified by the Engineer to prevent deflection due to difference in subsidence. After the encasement material is in place and accepted by the Engineer, backfill is placed and compacted to require finish grade in accordance with the specifications. Particular care should be taken to ensure compaction of earth beneath the lateral/service pipe in order to reduce subsidence and resultant bending at the lateral connection at the sewer main.

A12 Manhole Connections

A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls in accordance with the CIPP System manufacturer's recommendations.

A13 Reconnections of Existing Services

Services shall be identified by the Contractor prior to lining work. After the pipe has been reconstructed and tested, the service connections shall be reconnected. It is the Contractor's responsibility to make sure that all service connections are reconnected, unless otherwise directed by the Engineer. A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least ninety five percent (95%) of the service connection opening and the bottom of both openings must match. The opening shall not be more than one hundred percent (100%) of the service connection opening.

The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. In the event that service reinstatements result in openings that are greater than one hundred percent (100%) of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections. Discs of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Discs shall not be allowed to pass through the system.

A14 CIPP Short-Liner

The CIPP short-liner shall meet the requirements of the full length CIPP liner and the following:

- (1) The Short-Liner shall be inserted into the existing sewer line with a power winch and steel cable attached to the end of the liner by use of an appropriate pulling head. Length of the liner to be inserted at any one time shall be governed by the length of the section in need of repair or the maximum length of the installation equipment considering the size and condition of the sewer.
- (2) A mobile installation unit shall be brought to the site ready to process the liner. The installation unit shall contain heat generating equipment, CCTV facility and other auxiliary miscellaneous equipment necessary for controlling processing of the Short-Liner pipe. The equipment shall be positioned next to the point of entry with minimum obstruction to the other side activities and shall be operated by trained personnel only.
- (3) The pressure shall be increased to compensate for the heating-cooling transition and it shall be maintained until the temperature at the lowest critical point is 100° F (38° C). This shall constitute completion of the Short-Liner pipe processing. The pipe within the pipe shall be tight fitting and adapted to the existing sewer pipe.

B TESTING AND INSPECTION

B1 Testing

CIPP samples shall be prepared and tested in accordance with ASTM F1216, Section 8.1, using either method proposed. Leakage testing of the CIPP shall be accomplished during cure while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the Engineer.

B2 Inspection

Visual inspection of the CIPP shall be in accordance with ASTM F1216, Section 8.4. The relined pipe shall be continuous without joints through the entire pipe length. The liner shall be free of all visible defects except those resulting from pre-lined conditions which the Contractor has noted prior to lining. There shall be no pits, pinholes, cracks, or crazing, and the surface shall be smooth and free of waviness throughout the pipe. Any defects shall be repaired by the Contractor with no expense to the Owner. Where leakage is observed through the wall of the pipe, the contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak proof integrity of the installed CIPP to the satisfaction of the Owner.

B3 Televising

Prior to final acceptance of any sanitary sewer relining including short-liners, the Contractor shall inspect by means of remote closed circuit television equipment the entire segment of sanitary sewer, manhole-to manhole. Sewer shall be cleaned prior to inspection. A video of the inspection shall be furnished to the City. The following conditions shall apply to the sewer acceptance TV inspection:

- (1) The video shall be in a format to be decided by the Owner, that creates high quality picture and sound and shall be recorded in color.
- (2) The TV camera shall be pulled through the sewer at a maximum rate of thirty-five feet (35') per minute.
- (3) The camera shall be pulled downstream in all cases.
- (4) The lens of the camera shall be cleaned at each manhole or when directed by the Owner.
- (5) The recording shall have an on-screen display showing the following:
 - a. Upstream and downstream manhole numbers
 - b. Footage from the upstream manhole
 - c. Inspection date
- (6) Sewers shall not be televised within forty-eight (48) hours of a rainfall event greater than one half inch ($\frac{1}{2}$ ").

2631.4 CIPPS METHOD OF MEASUREMENT

Measurement for CIPP Lining shall be on a linear foot basis, to the nearest whole foot, measured from center of manhole to center of manhole.

2631.5 CIPPS BASIS OF PAYMENT

The proposal form shall cover all work shown on the contract drawings, specifications, and Special Provisions. All costs associated with the work including furnishing of all materials, providing all construction and equipment, and performing all necessary labor, coordination, supervision, and management to fully complete the work, shall be included in the unit or lump sum prices quoted in the proposal form. This work shall include restoration of all surfaces to their original condition or better. Reconnection of all existing services shall be considered incidental to the CIPPS. All work not specifically set forth as a pay item in the proposal form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted in the proposal form.

The following methods of measurement for payment will be used to derive the quantities installed:

(1) Site Protection and Restoration

- a. No separate payment will be made for protection and restoration of roadway surfaces, curb and gutter, landscaping, and other site features unless otherwise specified.

(2) Spot Repair to existing pipe

- a. Bid items have been provided in the proposal for removal and replacement of pipe as Spot or Point Repairs. No additional compensation will be granted for repairs.

(3) Cured-in-Place Pipe System (CIPPS)

- a. Payment shall be made at the unit price as listed on the proposal. All work related to the cleaning, installation and acceptance of the system as a whole shall be considered incidental to CIPPS installation.
- b. Payment for re-instatement of services shall be at the unit price listed on the proposal per each service, and shall be compensation in full for all materials, labor, equipment, and maintenance necessary to complete the work as required by the plans or required by the Engineer.
- c. Payment for Short-Liner installations shall be made at the unit price listed on the proposal and shall be compensation in full for all materials, labor, equipment, and maintenance necessary to complete the work as required by the plans or required by the Engineer.

SECTION 2641 – STANDARD SPECIFICATIONS FOR PIPELINE REHABILITATION BY PIPE BURSTING

2641.1 DESCRIPTION

A General

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation “Standard Specifications for Construction”, and all supplements and amendments thereto, published prior to the date of advertisement for bids.

This specification shall cover the rehabilitation of existing gravity and pressure utility pipelines using pipe bursting methods. Pipe bursting is a process by which the bursting unit fractures the existing pipe while simultaneously installing a new pipe of the same size or larger size pipe in the place of the existing pipe. Existing lateral and service connections are disconnected prior to mainline pipe bursting to reduce lateral pipe/service pipe damage, then reconnected after testing and disinfection of the new pipe as applicable is approved, television inspection of the new pipe is performed, and the installation is completed in accordance with the contract documents.

2641.2 QUALIFICATIONS

The Contractor shall be certified by the Pipe Bursting System Manufacturer as a fully trained installer of the pipe bursting system. The Contractor shall provide certifications of training and proficiency in the use of the equipment. Only the Contractor's employees that are trained and certified shall operate the equipment.

The Contractor shall have a minimum of five (5) years' experience using the pipe-bursting method proposed and shall have installed no less than 50,000 feet by this method.

2641.3 MATERIALS

Pipe materials meet the requirements described in Sections 2611.2 and 2621.2 of these specifications, and as provided in the Special Provisions and the following:

- (1) Sizes of the new pipe insertions shall be such to renew the pipe mainline to greater than the original flow capacity.
- (2) All pipe and fittings shall be made of virgin material. No rework except that obtained from the manufacturer's own production of the same formulation shall be used.
- (3) The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
- (4) Tensile strength of the pipe shall be in accordance with manufacturer's recommendation for the specified purpose and method of installation.

- (5) Material color shall be as specified with interior of pipe having a light reflective color to allow for viewing for television inspection. The fused pipe joints shall be de-beaded to reduce collection of sediment and allow a camera to pass during inspection.
- (6) The Contractor shall consult with the selected pipe bursting equipment manufacturer regarding recommendations for the installation of pipe materials specified.

2641.4 SUBMITTALS

The Contractor shall submit the following:

- (1) Tests for compliance with this specification shall be made as specified herein and in accordance with the applicable ASTM Specification. A certificate from the manufacturer indicating the materials furnished meet the requirements of these specifications.
- (2) Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings. Include manufacturer's recommendations for handling, storage, and repair of pipe and fittings damaged.
- (3) Certification of Contractor and assigned personnel training for installing pipe.
- (4) Detailed submittal of the procedures and method proposed by the Contractor to burst the existing pipe and insert the new pipe.
- (5) Television inspection reports and video made of the existing pipe and after new pipe installation.

2641.5 DELIVERY, STORAGE, AND HANDLING

The Contractor shall transport, handle, and store pipe and fittings as recommended by the manufacturer. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Engineer at the Contractor's expense, before proceeding further. Deliver, store and handle other materials as required to prevent damage.

2641.6 LICENSE AGREEMENTS

The Contractor shall submit evidence acceptable to the Owner, such as a certified copy of a license or agreement that it has the authority to use the proposed method from the patent holder and licensed manufacturer. The Contractor agrees to defend, indemnify, and hold harmless the Owner and the Engineer against all claims, suits, and actions or other damages as a result of negligence of any person or property arising out of patent infringement by the Contractor or the Contractor's employee's, agents, the suppliers, or any tier of subcontractors involved in the work.

2641.7 CONSTRUCTION REQUIREMENTS

Before excavation is started, it will be the responsibility of the Contractor to check with the various utility companies and determine the location and depth of the existing utilities in the vicinity of the work area.

Damage to utilities and the resulting repair, temporary service cost, etc., shall be borne by the Contractor. Access pits shall be backfilled in accordance with Section 2600, Trench Excavation and Backfill.

All excavations shall be properly sheeted/shored in accordance with relevant specifications for trench safety systems. Any damage resulting from improperly shored excavations shall be corrected to the satisfaction of the Engineer with no compensation to the Contractor.

All open excavations shall be kept secure at all times by the use of barricades and fencing with appropriate lights and signs, construction tape, covering with steel plates, etc., or as directed by the Engineer.

All lateral and service connections shall be identified, located and excavated prior to the pipe insertion to expedite reconnection. The Contractor shall use excavation methods that will not create a rise or sag at the service or lateral connection for gravity sewers. A rise or sag in the sewer will be repaired by the contractor at no expense to the Owner, in a manner approved by the Engineer.

The location and number of insertion and receiving excavations shall be planned by the Contractor and submitted in writing for approval by the Engineer at least ten (10) days prior to excavation.

One (1) or more receiving pits shall be excavated at the end(s) of the pipe to be replaced or at appropriate points within the length of the existing pipe. Pit shall be centered over the existing pipe. The number of pits for machine and pipe insertion shall be the minimum necessary to most efficiently accomplish the work. The Contractor shall give consideration to the use of excavation required for other purposes such as for sanitary sewer service reconnections and manhole replacement.

Where manholes are used as machine or new pipe insertion pits, the Contractor shall identify such manholes and replace them at no additional cost to the Owner if damaged. Any manhole modification or replacement required shall be considered incidental to the installation of the new pipe. Equipment used to perform the work shall be located away from buildings so as not to create noise impact. Provide a silent engine compartment to reduce machine noise as required to meet local requirements.

The Contractor shall install all pulleys, rollers, bumpers, alignment control devices, and other equipment required to protect existing manholes and pipe components not intended for removal/replacement, and to protect the new pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. If lubrication is used for insertion, the Contractor shall ensure that the lubricant does not backfill existing services. Under no circumstances will the pipe be stressed beyond eighty percent (80%) of its elastic limit as published and recommended by the manufacturer.

Pipe insertion shall be continuous and without interruption from manhole to manhole for sewers, or junction to junction for watermain, except as approved by the Engineer. Upon completion of insertion of the new pipe, and after the relaxation period, the Contractor shall expedite the reconnection of laterals and services so as to minimize any inconvenience to customers. Connection of services shall be in accordance with Sections 2611 and 2621 of these specifications and as provided in the Special Provisions.

The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines, sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four inches (4"), shall be allowed to protrude into manholes. Restraint of pipe ends shall be achieved by means of electrofusion couplings. The electrofusion couplings shall be slipped over pipe ends against manhole wall and fused in place. Installation of electrofusion couplings shall be done in accordance with the manufacturers recommended procedures.

Following the relaxation period, the annular space at the manhole shall be sealed. Sealing shall be made with material approved by the Engineer and shall extend a minimum of eight inches (8") into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.

Fused pipe joints shall be de-beaded to create a smooth flow line. There shall be no ridges or burrs from the fusion method exposed on the interior of the pipe following installation.

Tracer wire shall be installed with the pipe in accordance with 2611 and 2621.

Equipment: The pipe bursting tool shall increase the external dimensions sufficiently, causing breakage of the existing pipe at the same time expanding the surrounding ground. Simultaneously, the new pipe, directly attached to the expander, shall also move forward. See manufacturer's specifications for what size tool should be used in what diameter of pipe, as well as parameters of what size tool for percentage of upsize allowed.

The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the pipe insertion.

Bypass Pumping: The Contractor, when and where required for sanitary sewer replacement, shall provide diversion for the pipe bursting/replacement process. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows. All costs for by-pass pumping required during installation of the pipe shall be incidental to the installation of the pipe, unless otherwise provided in the Special Provisions.

Temporary Water: The Contractor when and where required for watermain replacement, shall provide all labor, materials, and equipment associated with managing, constructing, and maintaining a temporary potable water distribution system for all existing water users which must be taken out of service for a period exceeding eight (8) hours, or as required at the discretion of the Engineer. All costs to provide temporary water required during installation of the pipe shall be incidental to the installation of the pipe, unless otherwise provided in the Special Provisions.

2641.8 TESTING AND INSPECTION

Testing: Tests for compliance with this specification shall be made as described herein and in accordance with the applicable ASTM Specification. A certificate with this specification shall be furnished, upon request, by the manufacturer for all material furnished under this specification.

Inspection: Video inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit color television. Video inspection shall include the following:

- Two (2) copies of the DVD's in mpeg4 format (post) to be submitted to the Owner before final invoice.
- DVD's are to remain property of the Owner; Contractor to retain second copy.
- All flows tributary to reach of sewer being inspected are to be completely by-passed around the reach during inspection if necessary and required by the Owner.
- Pre-construction video of the existing pipe and post construction video inspection upon completion of reconstruction of each reach of pipe, with the voice description, with stationing of services indicated. Data and stationing to be on video.
- Should any portion of the video inspection be of inadequate quality or coverage, as determined by the Owner the Contractor will have the portion re-inspected and video recorded at no additional expense to the Owner.

2641.9 METHOD OF MEASUREMENT

Measurement for pipe bursting shall be on a linear foot basis, to the nearest whole foot, measured from center of manhole to center of manhole or junction point to junction point as indicated on the plans.

2641.10 BASIS OF PAYMENT

Pipe Bursting: The work performed as prescribed by this item will be paid for by the linear foot at the unit price bid for the pipe bursting/replacement at the specified pipe diameter and location which price shall be full compensation for the installation of the new pipe, furnishing and placing of all materials, labor, tools, equipment, cleaning, and preparation of the existing pipe to receive the new pipe, tracer wire, pipe bedding, backfill material, annulus sealing material and launching pits, and video inspection of final installed pipe, bypass pumping, temporary water distribution, traffic control, sealing at manholes, locating, excavating, disconnecting, testing in accordance with the Contract Documents, and all else incidental thereto for which separate payment is not provided under other Items in the Bid Form.

APPENDIX B

CITY OF NORTH BRANCH STANDARD DETAIL PLATES

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STANDARD DETAIL PLATES

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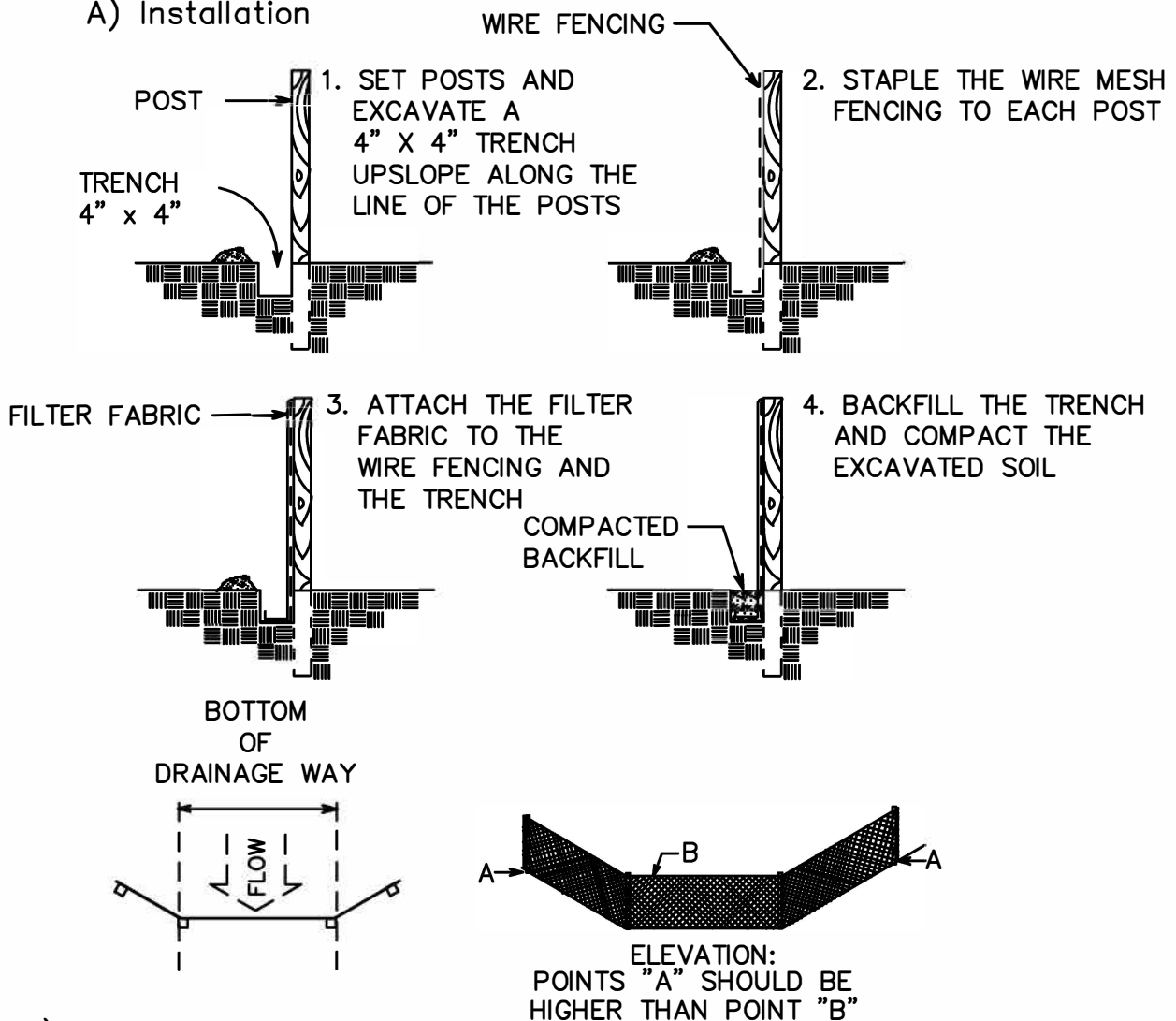
Storm Sewer

STM-001	Standard Storm Sewer Manhole, MnDOT 4020 Manhole
STM-002	Standard Storm Sewer Catch Basin Manhole
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STM-006	Piling for Flared End Sections – 24" Pipe and Larger
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Watermain

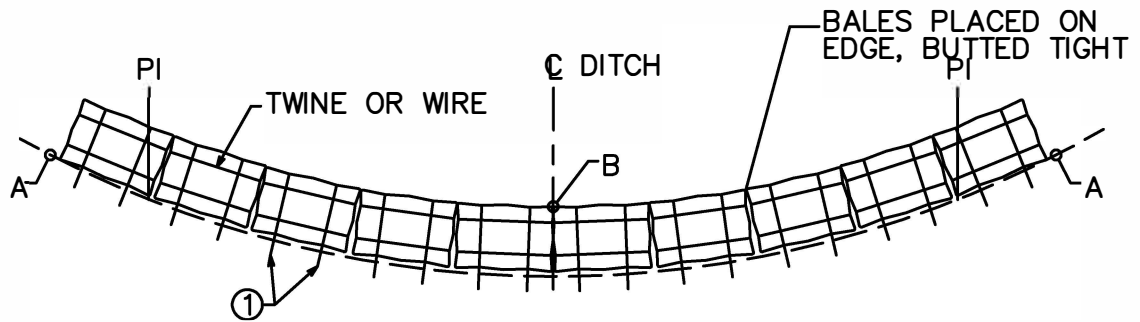
WM-001	Typical Hydrant Assembly Installation
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A) Installation

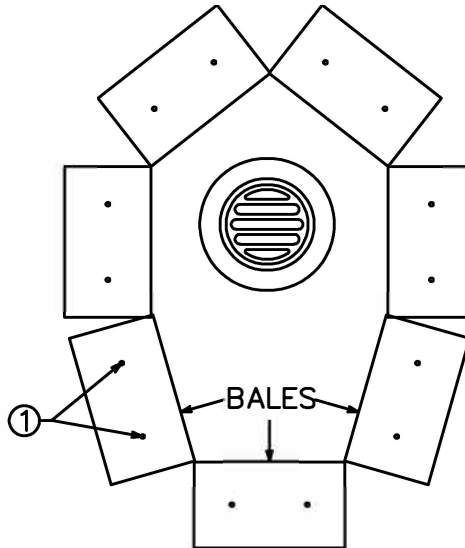


B) Maintenance

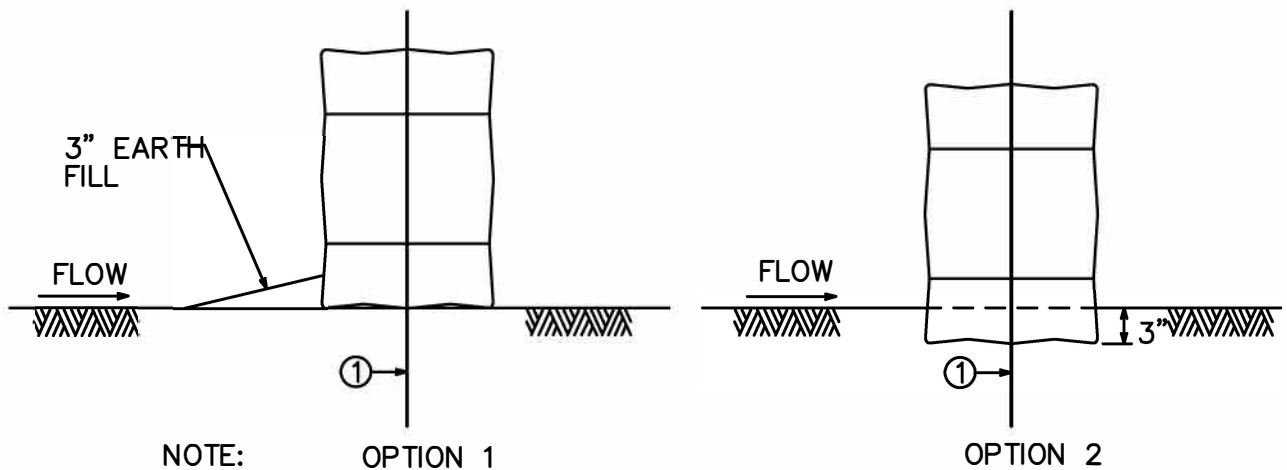
1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY $\frac{1}{3}$ THE HEIGHT OF THE BARRIER.
4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEED, OR REMOVED



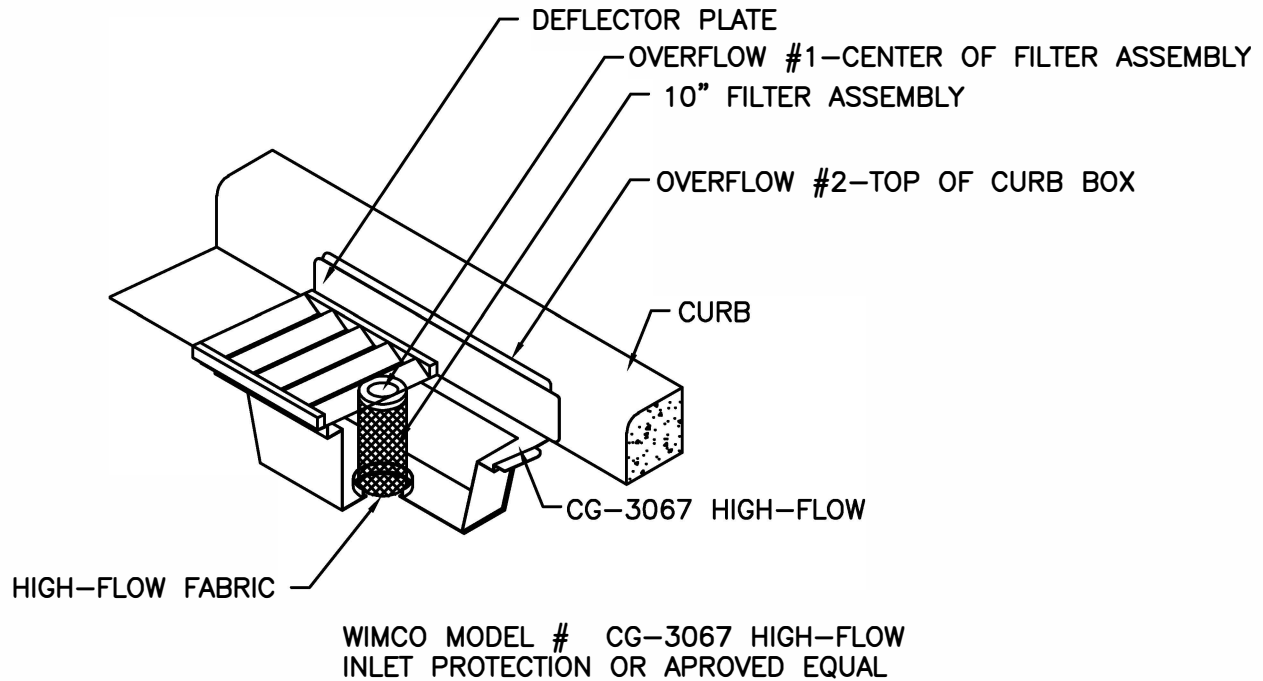
NOTE: POINT A MUST BE HIGHER, THAN POINT B
BALE DITCH CHECK



BALE CHECK
TO PROTECT STORM SEWER INLETS

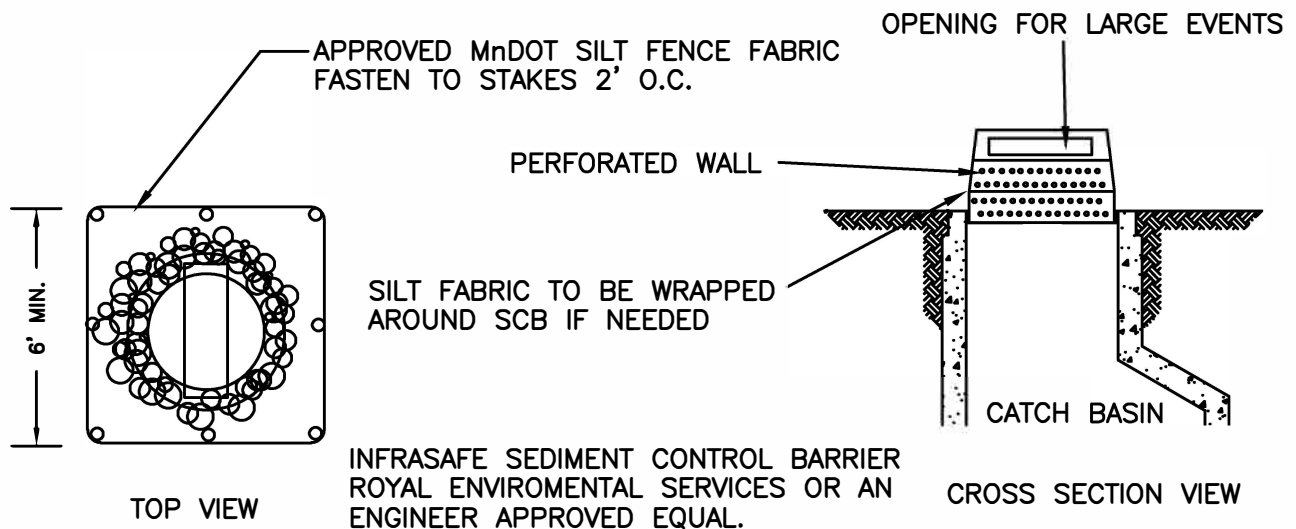


NOTE: OPTION 1
OPTION 2
① TWO 2"x 2" WOOD STAKES OR STEEL REINFORCING BARS IN EACH BALE AND EMBEDDED IN THE GROUND 10" MINIMUM.



CURB AND GUTTER INLET PROTECTION

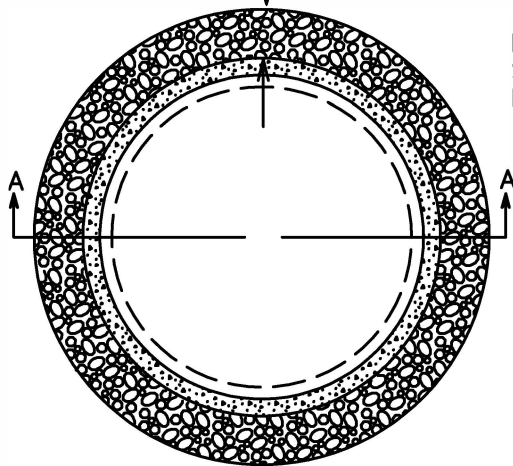
NO SCALE



REAR YARD INLET PROTECTION

NO SCALE

4' CONCRETE COLLAR

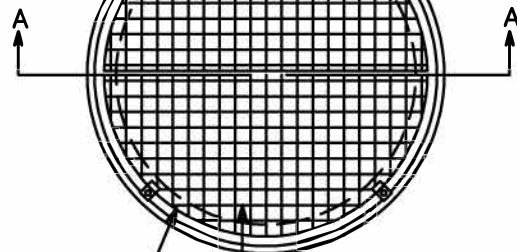


PLAN

OUTSIDE MANHOLE WALL TO FLAT BAR = 1"

PROVIDE 4-1/2" SS ANCHOR BOLTS W/CLIPS

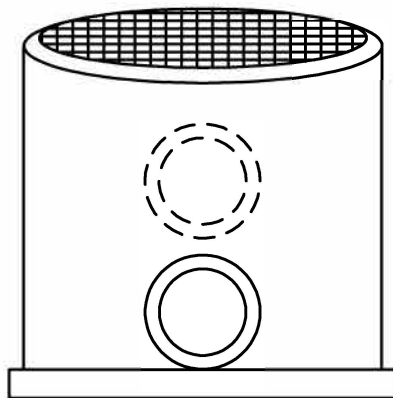
1/4" X 1" FLAT BAR (ROLLED TO PROVIDE OUTER RING)



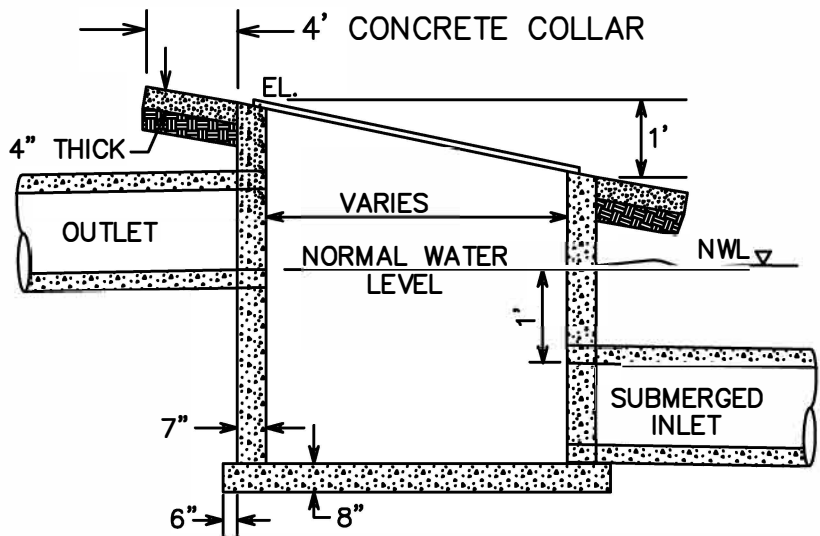
HOT DIPPED GALVANIZED GRATE IN 2 SECTIONS (SEE ERO-004 FOR SCREEN DETAIL)

#5 SMOOTH BAR @ 4" O.C. EACH WAY (PROVIDE 3-1/4" X 3-1/4" OPENING)

PLAN

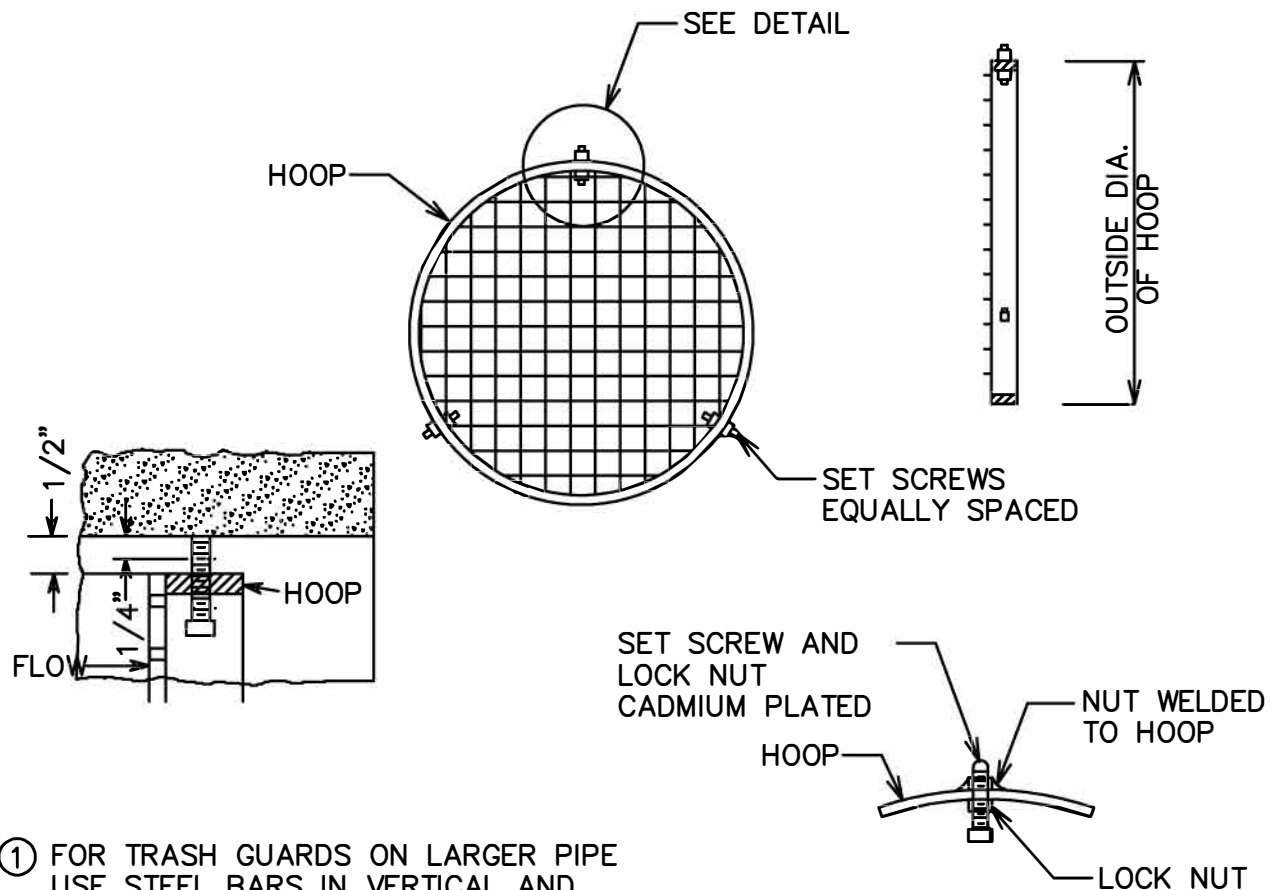


ELEVATION

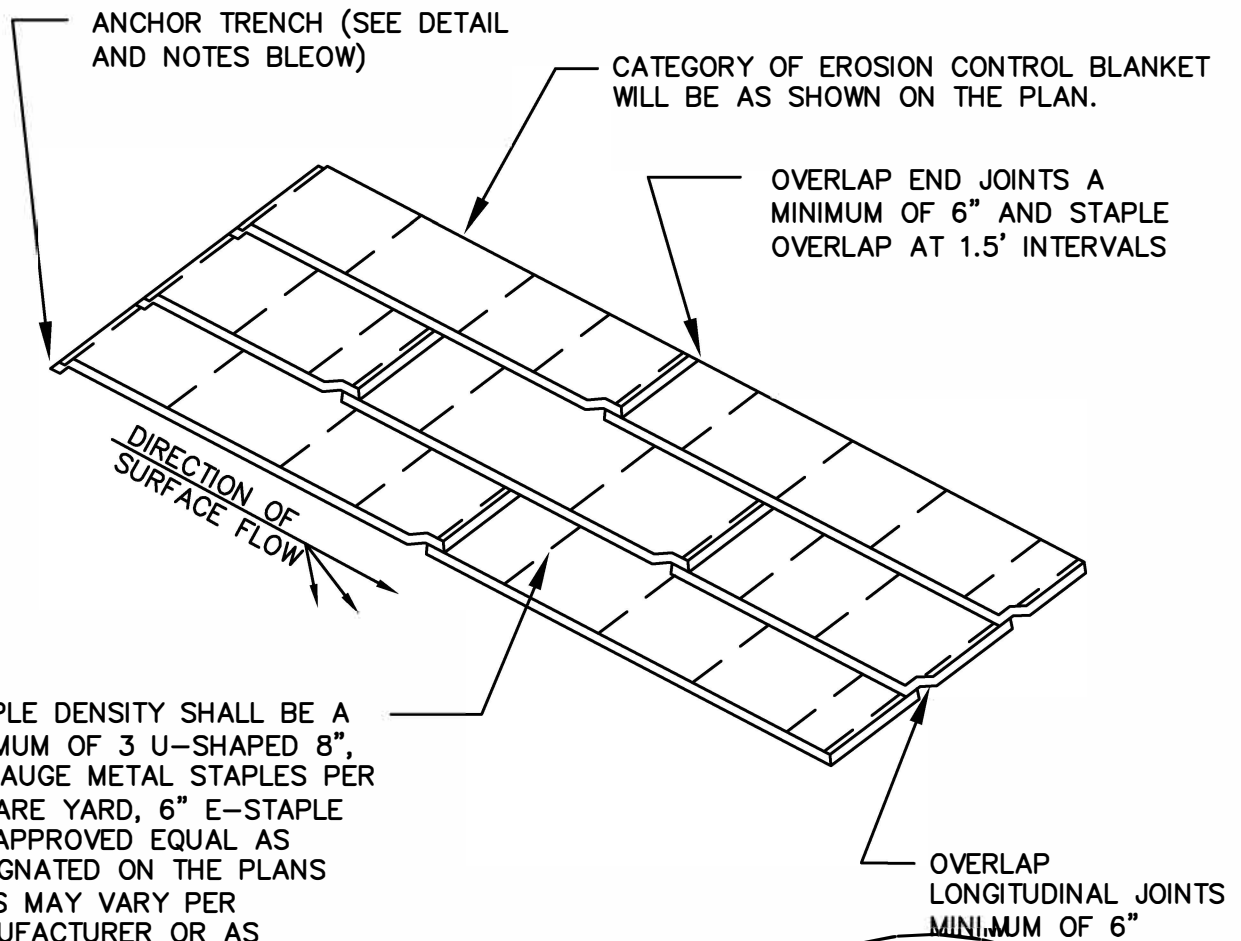


SECTION A-A

PIPE SIZE	HOOP DIMENSIONS		WIRE CLOTH		SET SCREWS	
	OUTSIDE DIAM.	STOCK SIZE	MESH	WIRE GAUGE	SIZE	NO.
6"	5"	$\frac{3}{8}" \times 1\frac{1}{2}"$	$\frac{5}{8}"$	16	$\frac{3}{8}" \times 1\frac{1}{4}"$	3
8"	7"	" "	"	16	" "	"
10"	9"	" "	"	16	" "	"
12"	11"	$\frac{1}{4}" \times 1\frac{1}{2}"$	"	14	" "	"
15"	14"	" "	"	14	" "	"
18"	17"	" "	1"	14	" "	"
24"	23"	" "	"	12	" "	"
30"	29"	" "	"	10	$\frac{1}{2}" \times 1\frac{1}{4}"$	4
36"	35"	$\frac{3}{8}" \times 1\frac{1}{2}"$	"	10	" "	4



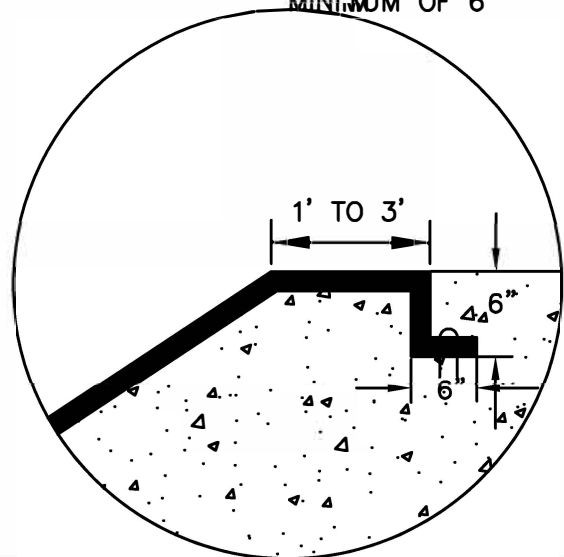
- ① FOR TRASH GUARDS ON LARGER PIPE USE STEEL BARS IN VERTICAL AND HORIZONTAL DIRECTION (BAR SIZE & SPACING AS REQUIRED.)
- ② ALL HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH MN/DOT 3392 EXCEPT AS NOTED.
- ③ ALL STRUCTURAL SHAPES, PLATES AND BARS SHALL BE GALVANIZED IN ACCORDANCE WITH MN/DOT 3394 EXCEPT AS NOTED.

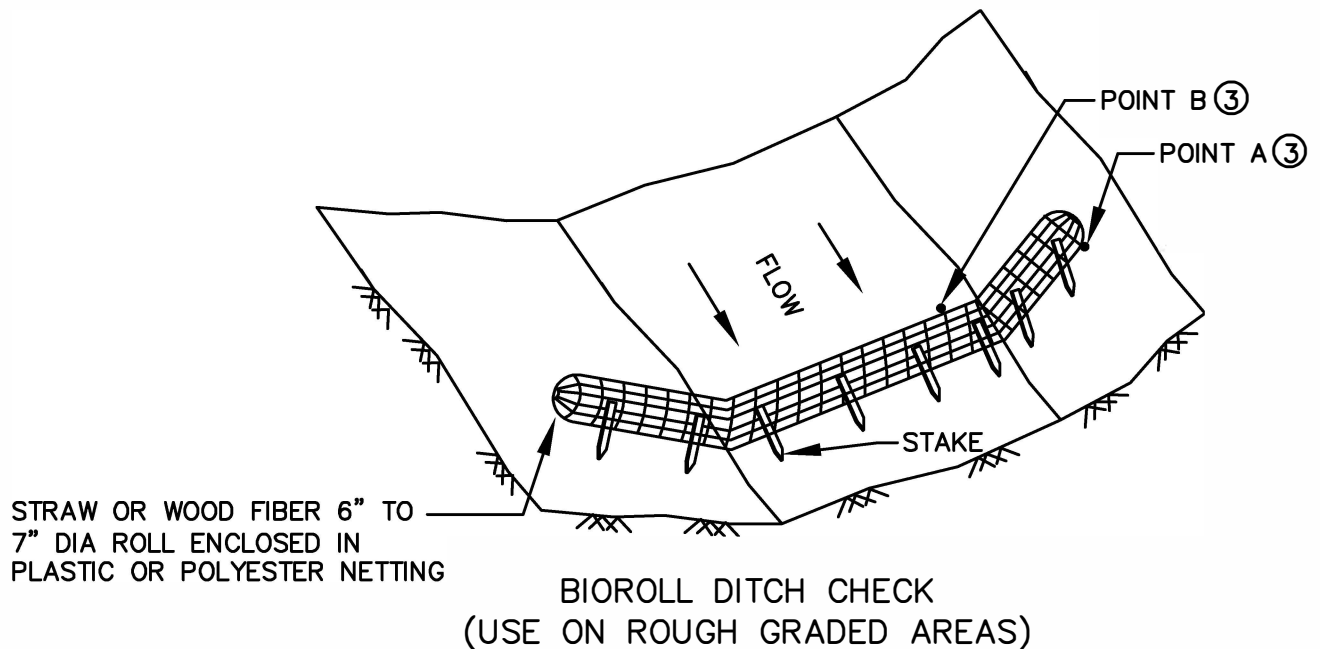
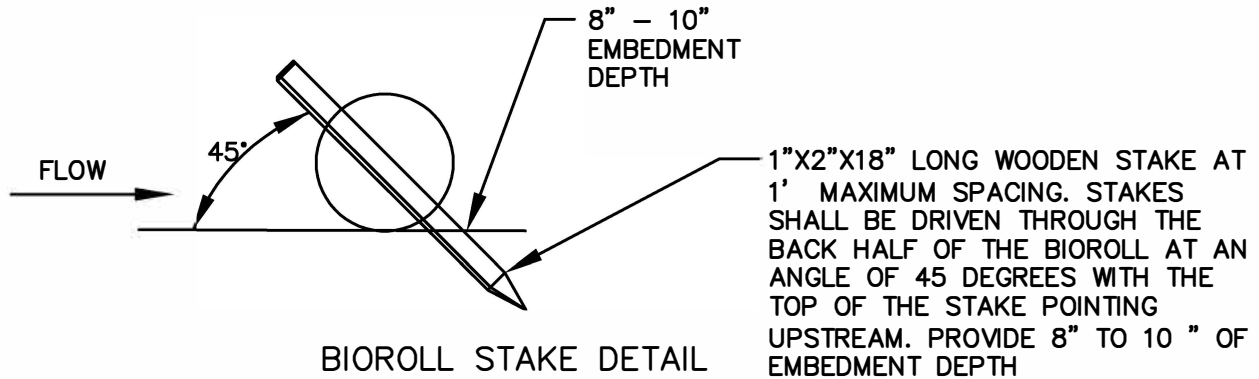


STAPLE DENSITY SHALL BE A MINIMUM OF 3 U-SHAPED 8", 11 GAUGE METAL STAPLES PER SQUARE YARD, 6" E-STAPLE OR APPROVED EQUAL AS DESIGNATED ON THE PLANS (THIS MAY VARY PER MANUFACTURER OR AS REQUIRED ON THE PLANS.)

ANCHOR TRENCH

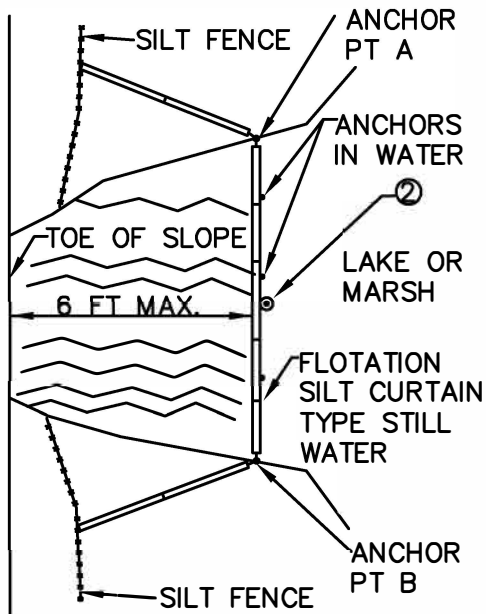
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS OR AS DIRECTED ON THE PLANS
4. BACKFILL WITH NATURAL SOIL AND COMPACT
5. ANCHOR TRENCHES SHALL BE PLACED AT THE TOP OF SLOPE, AND EVERY 100 LINEAR FEET OF SLOPE



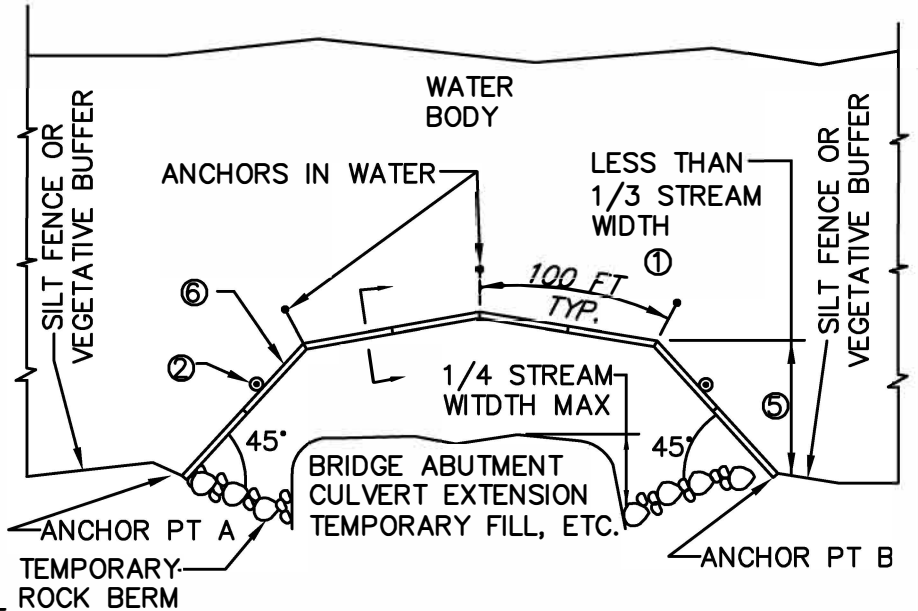


NOTES:

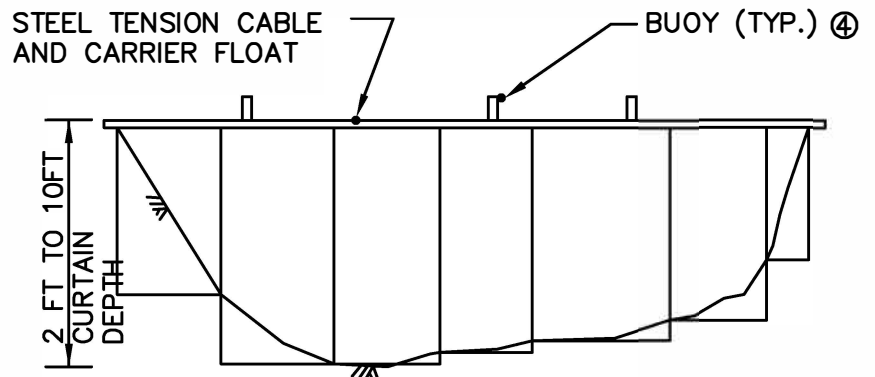
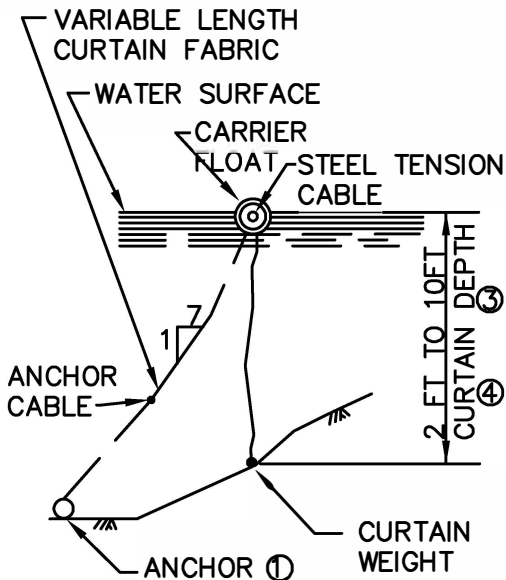
1. SEE MNDOT SPECS 2573, & 3889
2. APPROXIMATE SPACING OF DITCH CHECK (FT) = $Y = \frac{\text{DITCH CHECK HEIGHT (FT)}}{\% \text{ CHANNEL SLOPE}} \times 100$
3. POINT "A" MUST BE A MINIMUM OF 6 INCHES HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.



PLAN VIEW (TYPE: STILL WATER)



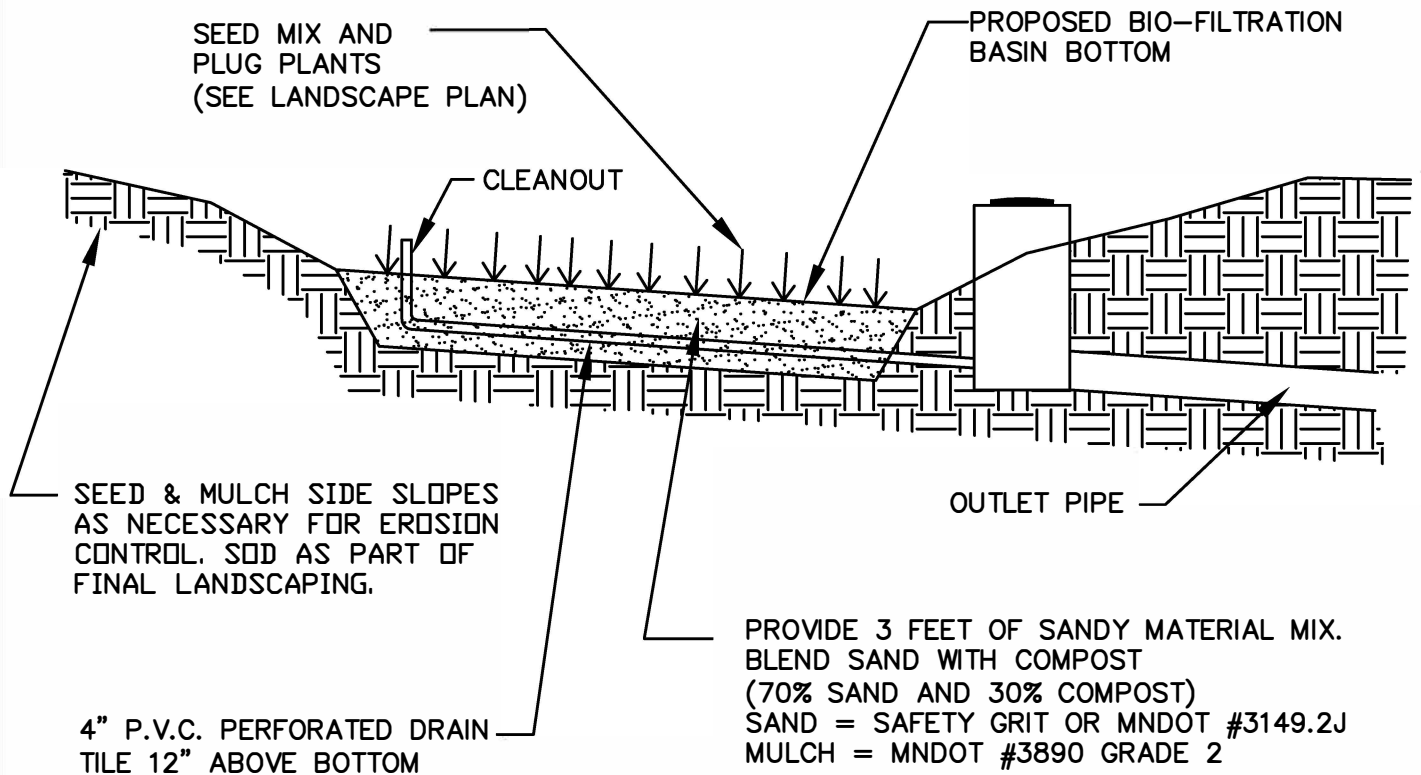
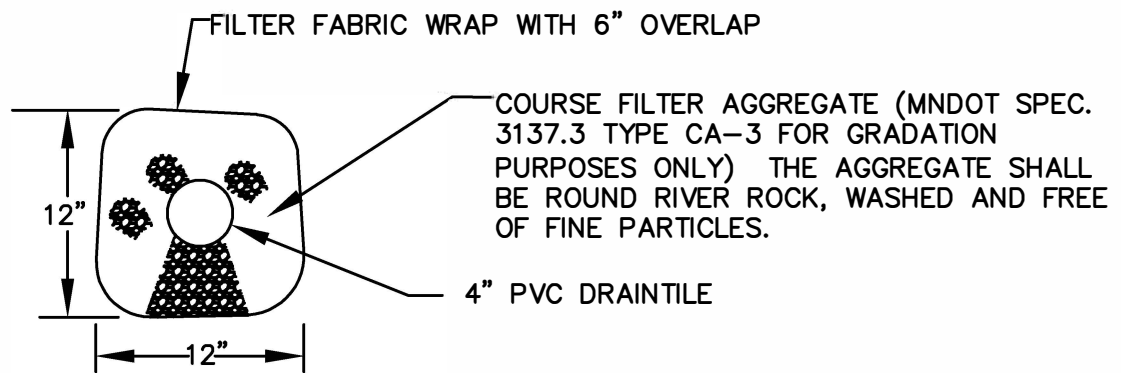
PLAN VIEW (TYPE: WORK AREA)



NOTES:

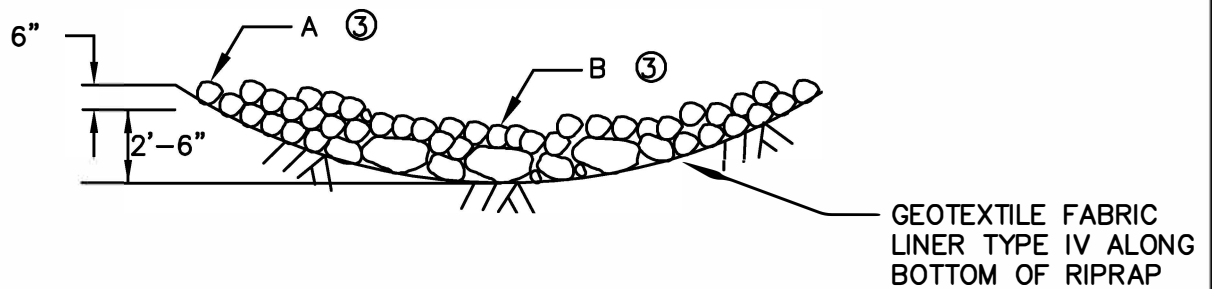
SEE MNDOT SPEC. 2573 & 3887

1. FOR ANCHOR AND WEIGHT REQUIREMENTS, SEE MNDOT SPEC 2573
2. ON MOTORIZED WATER WAYS, BUOYS ARE REQUIRED TO MARK THE ENDS AND SPECIAL AREAS FOR VISIBILITY. PLACE BUOYS AS REQUIRED FOR NAVIGATIONAL PURPOSES.
3. WATER DEPTH CAN BE TO 10 FEET.
4. SILT CURTAIN HEIGHT INCLUDES MAXIMUM WAVE HEIGHT FOR WATER BODY.
5. KEEP AS CLOSE TO WORK AREA AS POSSIBLE
6. SILT CURTAIN, ROCK BERM OR SHEET PILE AS REQUIRED TO CONTROL THE INFILTRATION OF SILT.
7. IF 6 INCHES OR LESS OF WATER, USE BALE BARRIERS

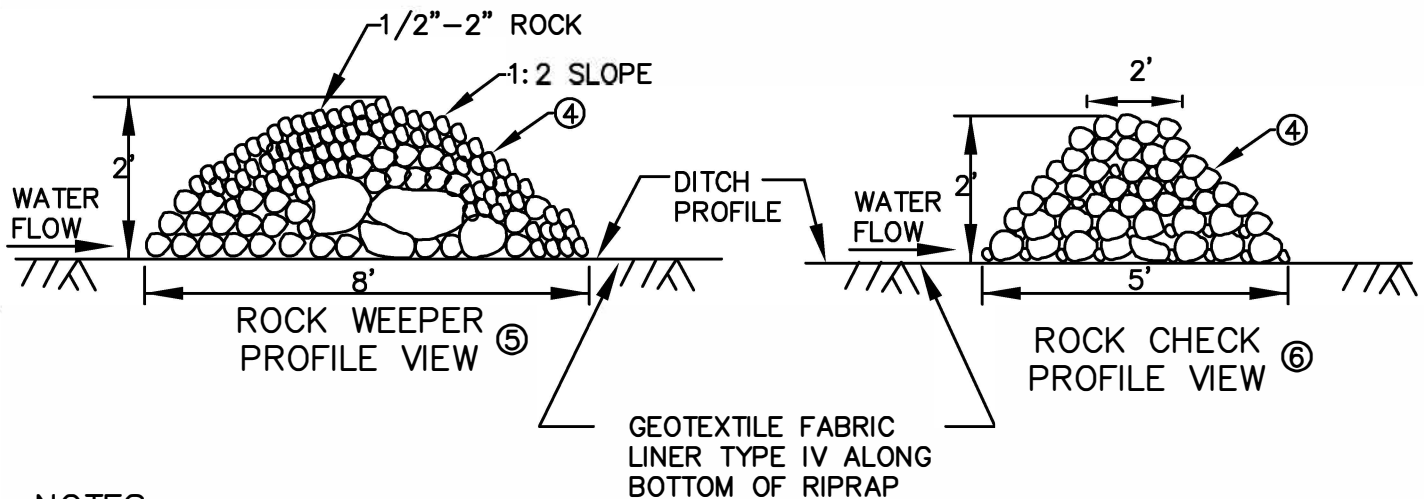


NOTE:

1. 40" EXCAVATION REQUIRED TO PROVIDE FOR A TOTAL 36" OF SAND COMPOST MIXTURE WITH 4" DOUBLE-SHREDDED HARDWOOD MULCH ON TOP.
2. THE BOTTOM OF THE EXCAVATION SHALL BE SCARIFIED TO A 2' DEPTH WITH A FROST RIPPING TOOTH OR OTHER APPROVED METHOD.



CROSS SECTION (ROCK WEEPER AND ROCK CHECK)



NOTES:

1. SEE MNDOT SPECS 2573, 3601, 3733 & 3889
2. APPROXIMATE SPACING BETWEEN EACH DITCH CHECK SHOULD BE DETERMINED FROM THE FOLLOWING SPACING FORMULA

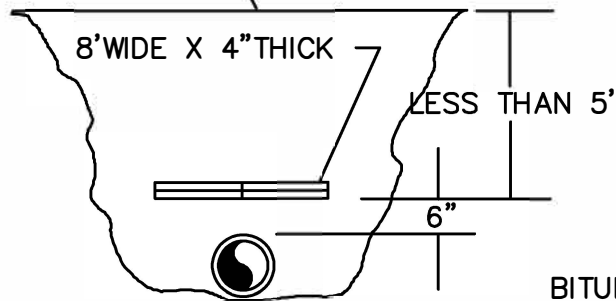
$$\text{APPROXIMATE SPACING OF DITCH CHECK (FT)} = Y = \frac{\text{DITCH CHECK HEIGHT (FT)}}{\% \text{ CHANNEL SLOPE}} \times 100$$

3. POINT "A" MUST BE A MINIMUM OF 6 INCHES HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.
4. CLASS I-IV RIPRAP (SPEC. 3601) WITH GEOTEXTILE FABRIC LINER, TYPE IV (SPEC 3733)
5. THE ROCK WEEPER FILTERS SEDIMENT OUT OF THE WATER BETTER THAN THE OTHER DITCH CHECKS. THE ROCK WEEPERS COULD BE USED AS A PERMANENT WATER FILTERING FEATURE.
6. PERMANENT ROCK DITCH CHECKS PLACED WITHIN THE CLEAR ZONE WILL NEED TO BE 18" OR LESS IN HEIGHT. A 1:6 APPROACH AND DEPARTURE SLOPE SHALL BE PROVIDED.

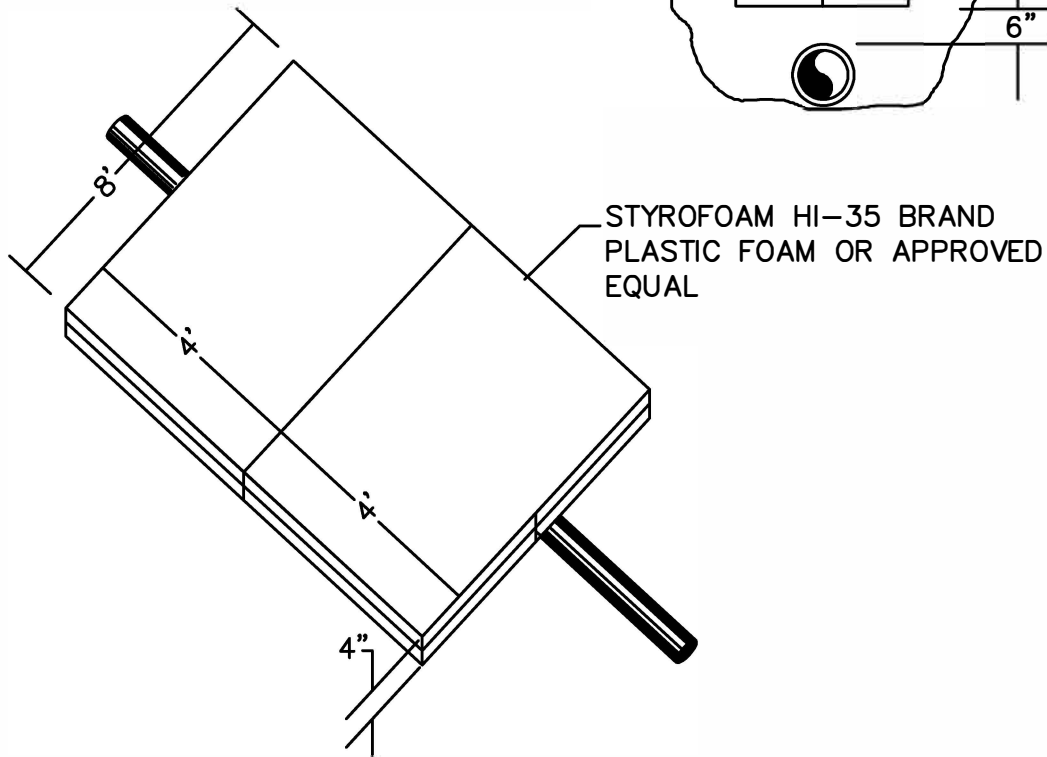
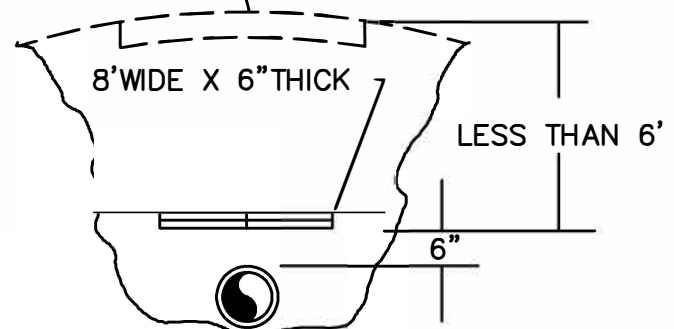
THE FOLLOWING STANDARD PLATES SHALL APPLY ON THIS PROJECT.

PLATE NO.		MnDOT STANDARD PLATES
3000	M	REINFORCED CONCRETE PIPE
3006	H	GASKET JOINT FOR R.C. PIPE
3007	F	SHEAR REINFORCEMENT FOR PRECAST DRAINAGE STRUCTURES
3040	F	CORREGATED METAL PIPE CULVERT
3100	G	CONCRETE APRON FOR R.C. PIPE
3123	J	METAL APRON FOR C.S. PIPE
3124	B	METAL APRON CONNECTION
3133	D	RIP RAP AT RCP OUTLETS
3145	G	CONCRETE PIPE TIES
3221	C	CORREGATED STEEL PIPE COUPLING BAND
4006	L	MANHOLE OR CATCH BASIN (DESIGN H)
4011	E	PRECAST CONCRETE BASE
4022	A	MANHOLE OR CATCH BASIN COVER (3' x 2' OPENING)
4026	A	ENCASED CONCRETE ADJUSTING RINGS
4101	D	RING CASTING FOR MANHOLE OR CATCH BASIN (NO. 700-7)
4108	F	ADJUSTING RINGS
4110	F	COVER CASTING FOR MANHOLE
4180	J	MANHOLE OR CATCH BASIN STEP
7100	H	CONCRETE CURB AND GUTTER (DESIGN B)
7102	K	CONCRETE CURB AND GUTTER (DESIGN D, DESIGN S)
7111	J	INSTALLATION OF CATCH BASIN CASTINGS
8000	J	STANDARD BARRICADE
8002	G	PERMANENT BARRICADE

GRASSY AREA



BITUMINOUS SURFACE



NOTE:
UNDERGROUND UTILITY PIPE CROSSING
8'X 8'X 4"THICK CENTERED OVER PIPE

Natural Area



This area's vegetation:

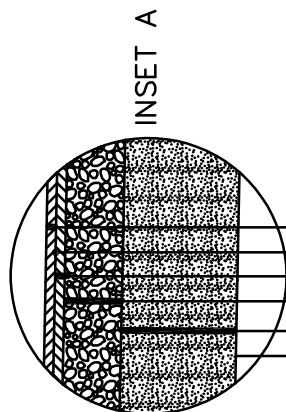
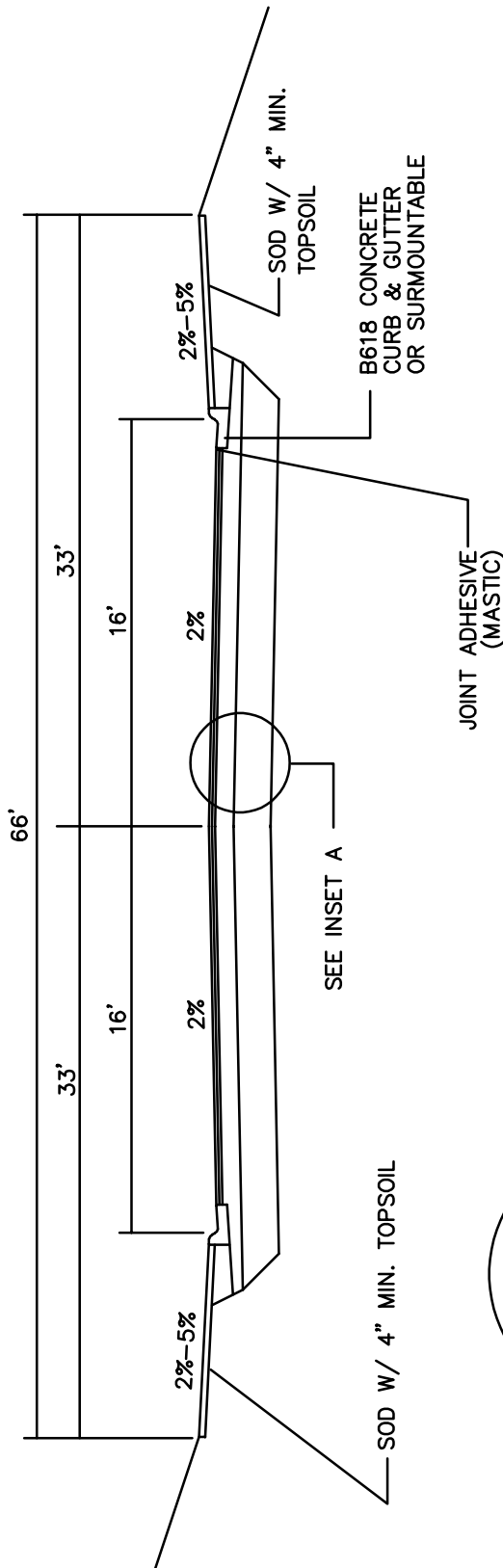
Stabilizes soil to prevent erosion

Filters out pollutants for clean water

Provides food & habitat for wildlife

PLEASE

No dumping, mowing or spraying!



- 2" - 2360 BITUMINOUS WEAR COURSE (SPWEA240,C)
- BITUMINOUS TACK COAT
- 2 1/2" - 2360 BITUMINOUS BASE COURSE (SPNWB230,C)
- 8" - CLASS 5 AGGREGATE BASE, SPEC 2211
- 24" - SELECT GRANULAR BORROW
- GEOTEXTILE FABRIC TYPE 5 (WOVEN)**

NOTES:

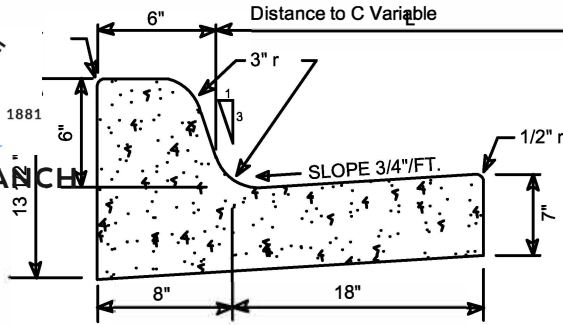
1. DESIGN MAY CHANGE UPON REVIEW OF THE SOIL CONDITIONS.
2. NO STREET CUTS ARE ALLOWED AFTER NOVEMBER 1. STREET CUT PERMIT IS VALID FOR 30 DAYS.
3. PAVEMENT SHALL BE LAID TO MINIMIZE SEAMS. PAVER SCREED SHALL BE 16' WIDE.

**WHERE UNSUITABLE MATERIALS EXIST, AS DIRECTED BY THE ENGINEER



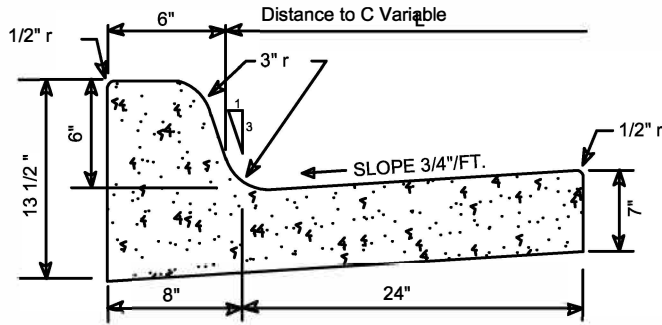
CITY OF NORTH BRANCH
TYPICAL RESIDENTIAL URBAN
STREET
NO SCALE

2024 STANDARD DETAIL
DETAIL NO.
RDW - 001

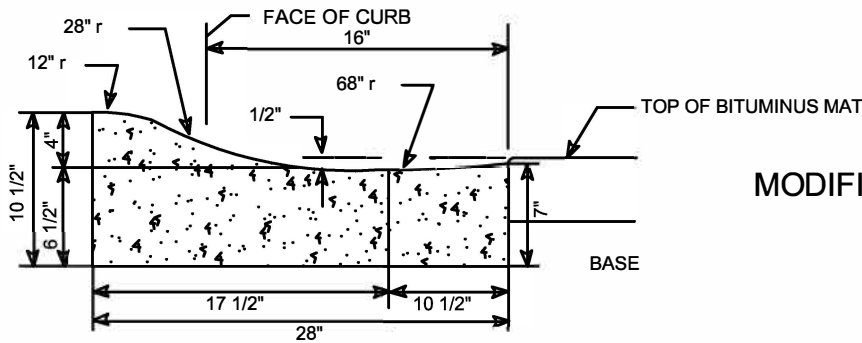


2024 - STANDARD DETAIL

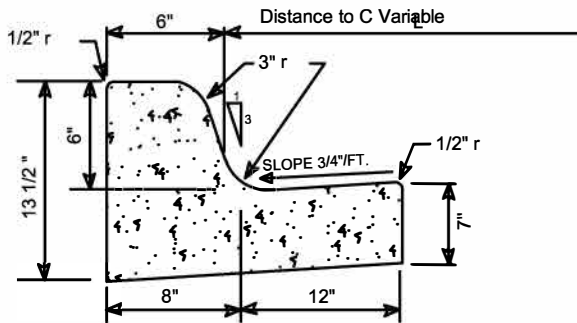
Mn/DOT B 618



Mn/DOT B 624

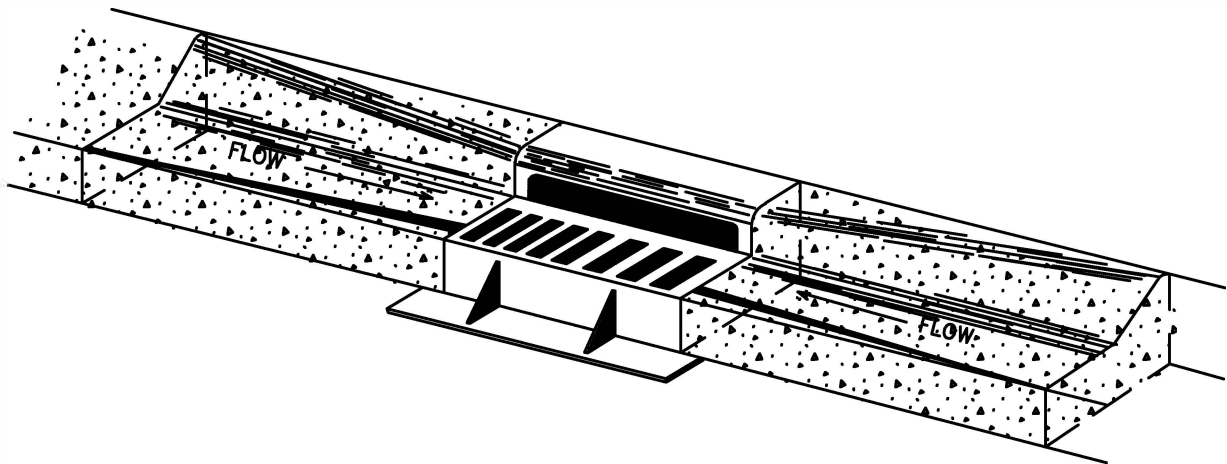
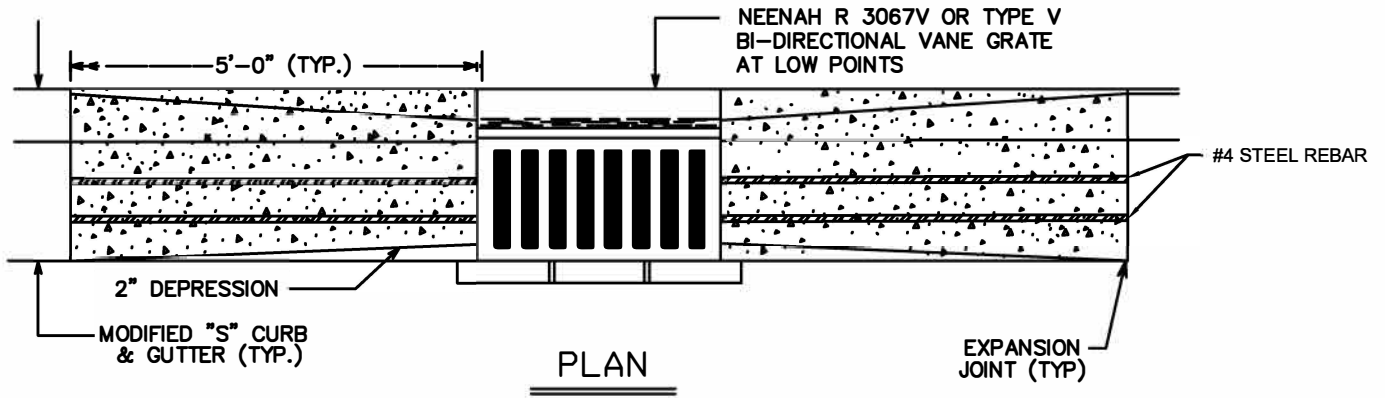


MODIFIED 'S' DESIGN

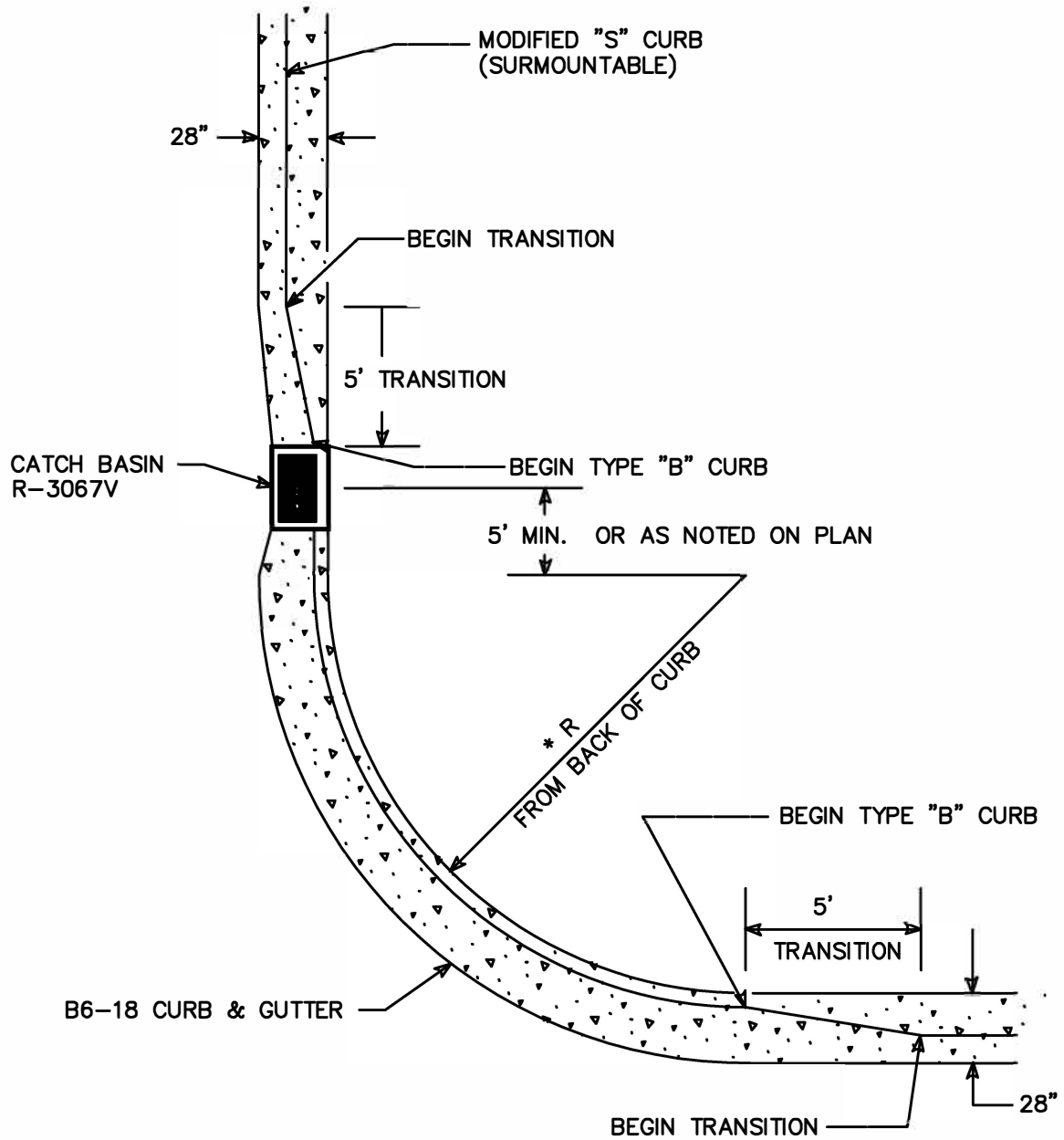


Mn/DOT B 612

NOTE: A MINIMUM OF 3" OF CLASS 5 AGGREGATE BASE SHALL BE USED UNDER ALL CURB AND GUTTER.

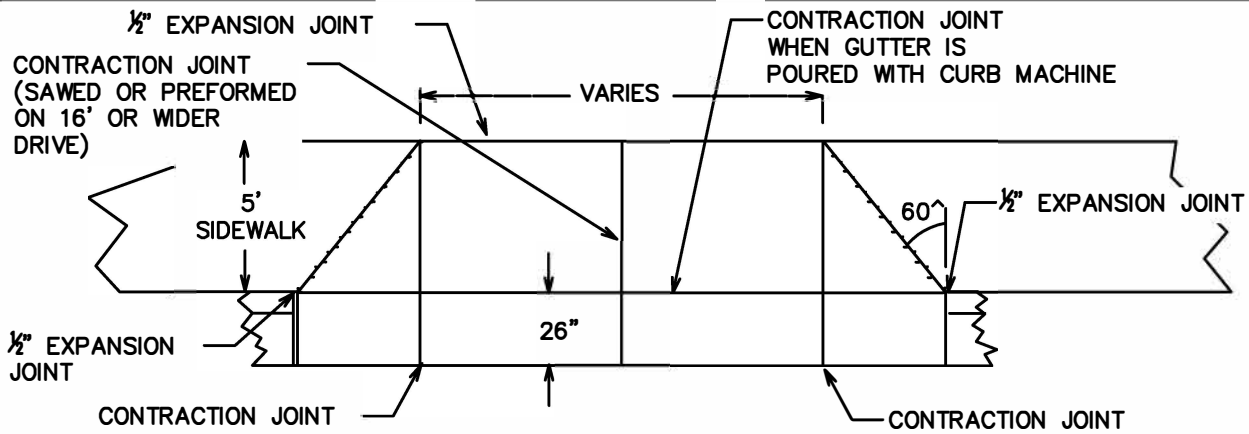


NOTE: MODIFIED "S" CURB & GUTTER TO BE FORMED INTO B618 TYPE CURB AT CATCH BASIN CASTING

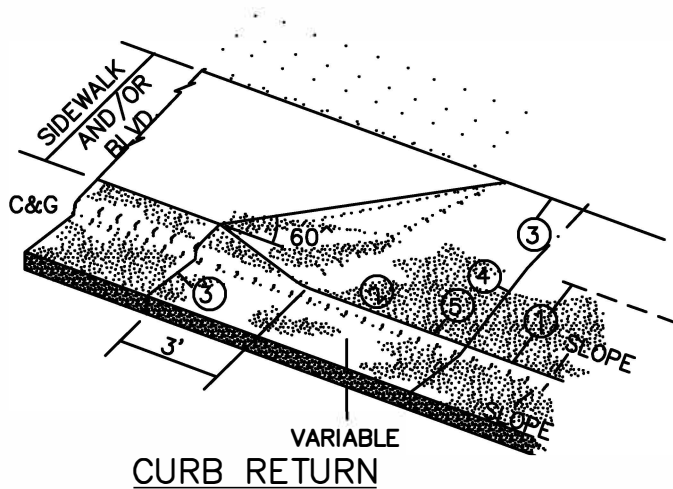


NOTES:

1. SEE STANDARD DETAIL PLATE FOR CONCRETE CURB AND GUTTER DETAILS



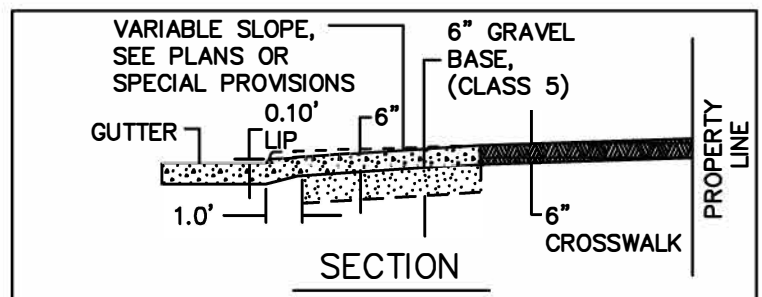
PLAN



- ① WITHOUT SIDEWALK PAVEMENT ONLY TO END OF CURB RETURN WHEN ENTRANCE IS UNSURFACED OR CONSTRUCTION IS NOT NEEDED BEYOND THIS POINT.
- ② WITH SIDEWALK PAVEMENT TO BACK EDGE OF SIDEWALK PAID FOR AS CONCRETE DRIVEWAY PAVEMENT
- ③ 1/2" EXPANSION JOINT
- ④ CONTRACTION JOINT (FORMED OR SAWED)
- ⑤ DRIVEWAY NEED NOT BE POURED MONOLITHICALLY WITH CURB & GUTTER

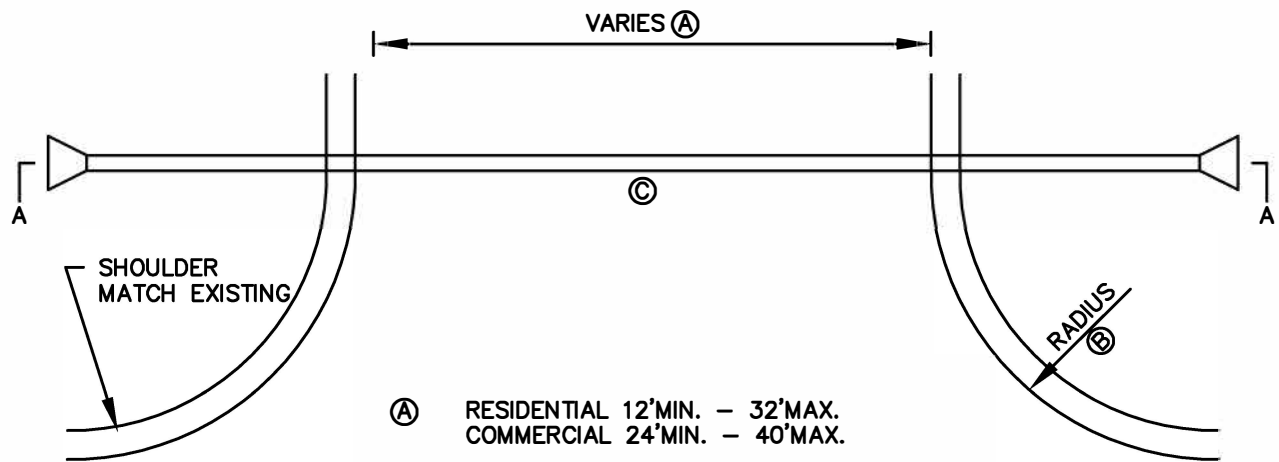
NOTE:

- 1 PAYMENT SHALL BE FROM BACK OF CURB
- 2 WHERE SIDEWALKS EXIST OR ARE PROPOSED THE DRIVEWAY APRON SHALL EXTEND TO THE BACK OF SIDEWALK
- 3 #4 STEEL AT 2' OC TO BE USED WHEN DRIVEWAY SLAB IS NOT POURED INTEGRAL WITH GUTTER



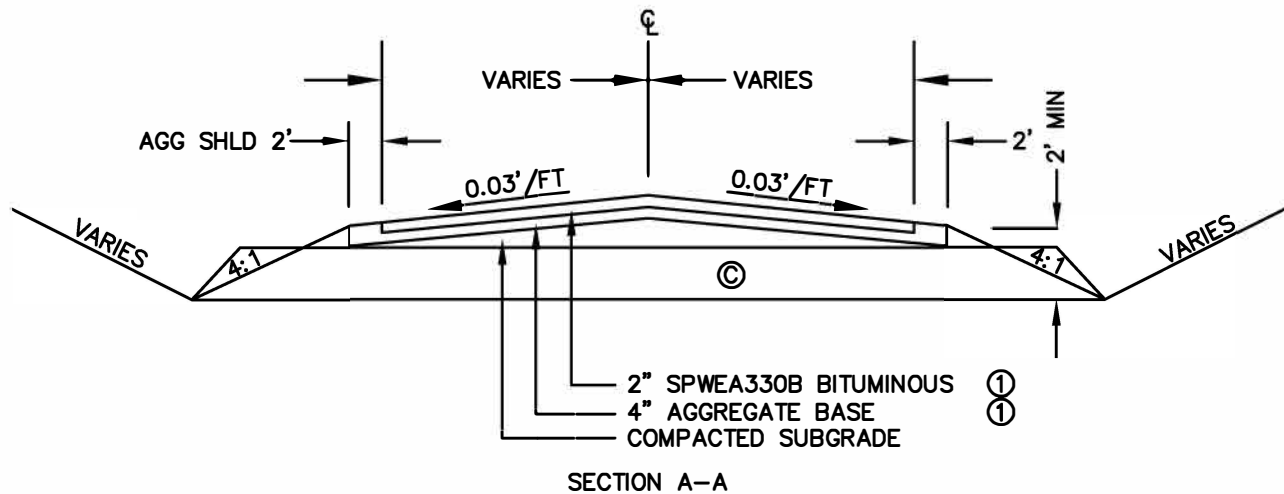
CITY OF NORTH BRANCH
TYPICAL RESIDENTIAL
CONCRETE DRIVEWAY APRON
NO SCALE

2024 - STANDARD DETAIL
DETAIL NO.
RDW - 006



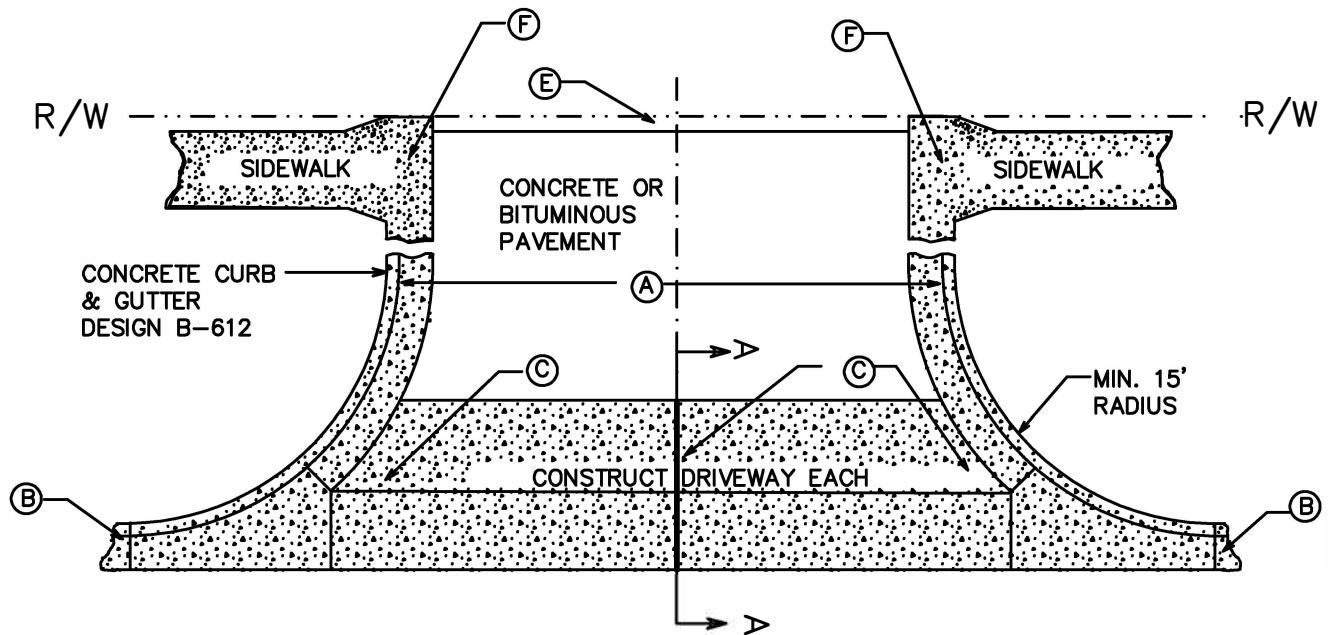
- (A) RESIDENTIAL 12'MIN. - 32'MAX.
COMMERCIAL 24'MIN. - 40'MAX.
- (B) RESIDENTIAL VARIES
COMMERCIAL 24'MIN.
- (C) 15" CORRUGATED METAL PIPE WITH APRONS

NOTES: ELEVATE CULVERT FOR POSITIVE DRAINAGE.
CORRUGATED METAL PIPE SHALL CONFORM
TO MNDOT SPECIFICATION.



- ① WHEN APPROVED IN RURAL RESIDENTIAL
OR AGRICULTURAL ZONING, 6" AGGREGATE
BASE MAY BE SUBSTITUTED IN LIEU OF 2"
BITUMINOUS/4" AGGREGATE BASE.

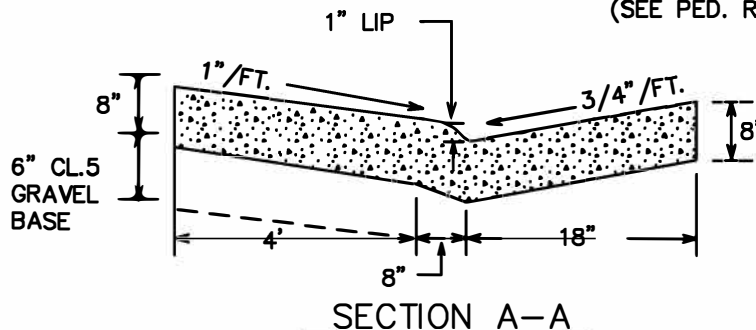
NOTES: A MINIMUM OF 35' DIRECTLY ADJACENT TO
A PAVED PUBLIC STREET MUST HAVE A
BITUMINOUS SURFACE.

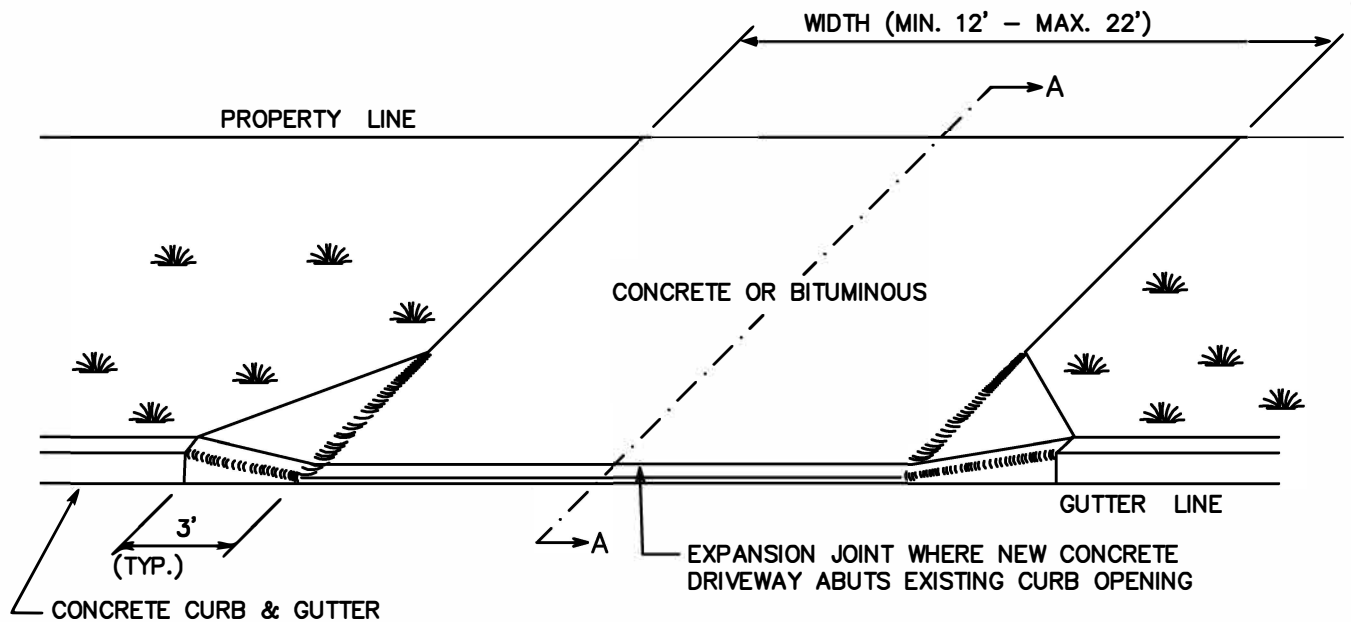


NOTES:

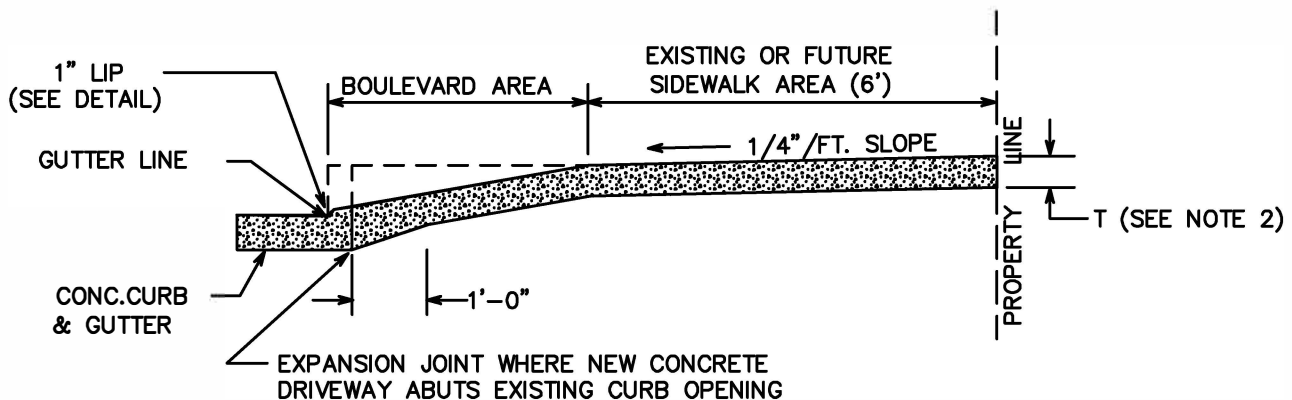
- 1 WHERE THERE IS NO EXISTING CURB AND GUTTER, END PROPOSED CURB AND GUTTER TO END RADIUS WITH "BEAVER TAIL".
- 2 PAYMENT FOR CONCRETE DRIVEWAY SHALL BE FROM BACK OF CURB.
- 3 CONCRETE MIX DESIGNATION SHALL CONFORM TO THE CURRENT MnDOT STANDARD SPECIFICATIONS.

- (A) TYPICAL 28' F-F DRIVEWAY WIDTH IN EXISTING CONDITIONS MIN 24' MAX. 40' F-F DRIVEWAY WIDTH
- (B) 1/2" EXPANSION JOINT
- (C) CONTRACTION JOINT
- (D) IF DRIVEWAY NOT POURED MONOLITHICALLY WITH CURB AND GUTTER, INSTALL #4 X 2'-6" DEFORMED TIE BARS (EPOXY COATED) AT 2'-6" O.C., PLACED AT MID-DEPTH SLAB.
- (E) WHERE THERE ARE EXISTING OR PROPOSED CONCRETE WALKS, THE CONCRETE DRIVEWAY SHALL EXTEND TO THE BACK OF THE WALK
- (F) IF EXISTING OR PROPOSED CURB AND GUTTER EXTENDS THROUGH SIDEWALK, PEDESTRIAN RAMPS SHALL BE INSTALLED (SEE PED. RAMP DETAIL)





PLAN



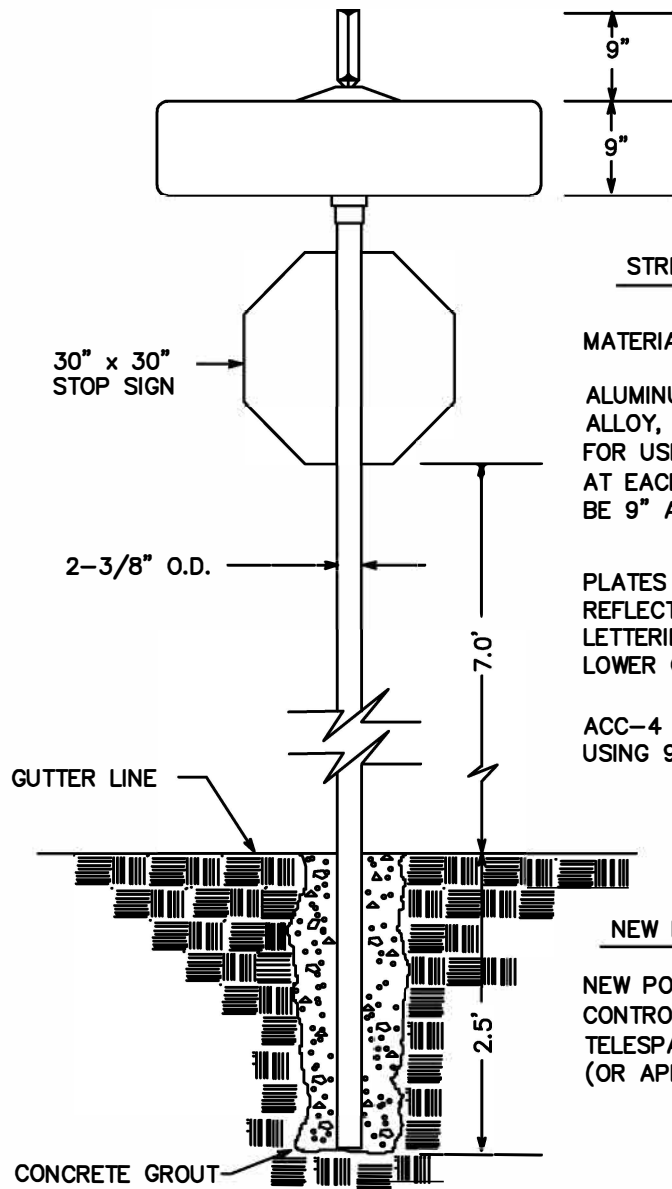
SECTION A-A



CURB DETAIL

NOTES:

1. WHERE EXISTING CURB, CURB & GUTTER OR SIDEWALK SECTIONS ARE REMOVED TO FACILITATE CONSTRUCTION OF NEW DRIVEWAY, SAID SECTIONS SHALL BE REMOVED TO THE NEAREST JOINT. WHERE SAID NEAREST JOINT IS MORE THAN THREE (3) FEET BEYOND THE PROJECTED EDGE OF THE NEW DRIVE, A CLEAN SAW-CUT WILL BE PERMITTED, A BONDING AGENT APPLIED TO THE CUT FACE, AND THE NEW SECTIONS POURED.
2. DRIVEWAY THICKNESS (T) SHALL BE 6" FOR CONCRETE AND 3" FOR BITUMINOUS.
3. EXPANSION/CONTRACTION JOINT REQUIRED ON DRIVEWAY > WHEN WIDTH EXCEEDS 16 FEET.



STREET SIGN SPECIFICATIONS

MATERIAL:

ALUMINUM BLANKS SHALL BE CONSTRUCTED OF 5052-H38 ALLOY, HAVE A GAUGE OF .080, BE NOTCHED FOR USE WITH ACC-4 BRACKETS, HAVE HOLES PUNCHED AT EACH END FOR BOLTING TOGETHER AND BE 9" AS REQUIRED.

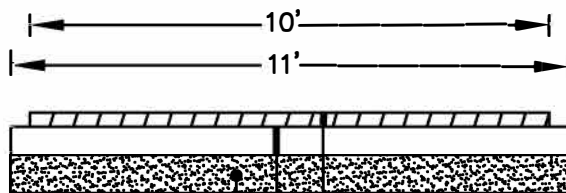
PLATES SHALL BE COVERED WITH HIGH INTENSITY REFLECTIVE SHEETING, SCREENED GREEN WITH MARGIN. LETTERING SHALL BE 6" SERIES C, ALL U.C. LOWER CASE LETTERING SHALL BE 4"

ACC-4 BRACKETS ARE TO BE ALUMINUM DESIGNED FOR USING 9" PLATES AS REQUIRED.

NEW POSTS SPECIFICATIONS

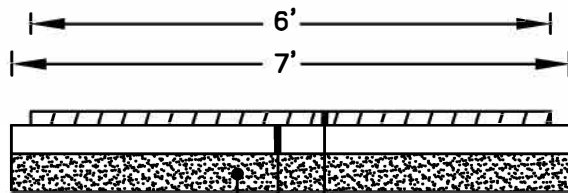
NEW POSTS USED FOR MOUNTING STREET NAME/TRAFFIC CONTROL SIGNS, SHALL VARY IN LENGTH, SHALL BE TELESAR 2"x2"x14 GAUGE OR 3LB GALVANIZED CHANNEL (OR APPROVED EQUAL)

NAME	ABBREVIATION
AVENUE	Ave
BOULEVARD	Blvd
CIRCLE	Cir
COURT	Ct
DRIVE	Dr
EAST	E
PARKWAY	Pkwy
PLACE	Pl
STREET	St
TERRACE	Ter
TRAIL	Trl
WEST	W



3" SP 9.5 SPWEA240B WEAR COARSE MIXTURE
 6" CL 5 AGGREGATE BASE (100% CRUSHED)
 INPLACE APPROVED SUBGRADE SURFACE (TEST ROLLED)

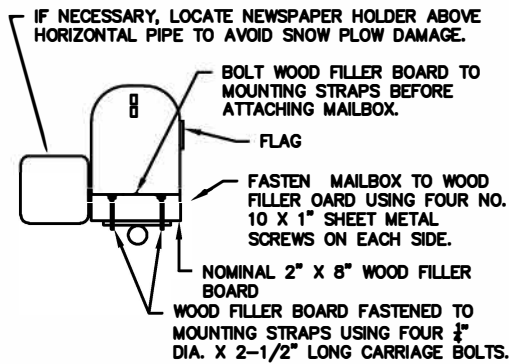
10' WIDE TRAIL TYPICAL SECTION



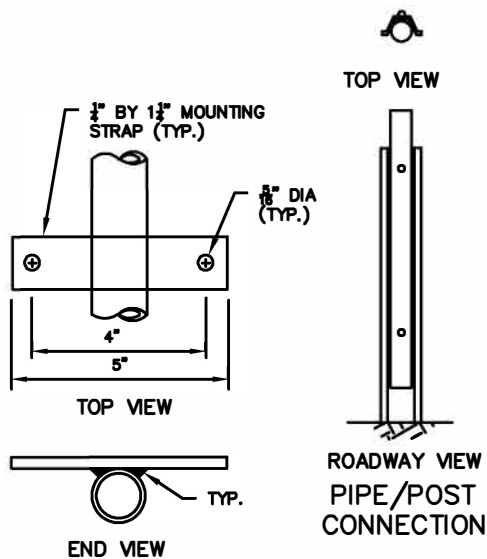
CONCRETE MIX DESIGN
SHALL BE CONSISTENT WITH
THE MOST CURRENT VERSION
OF THE MnDOT STANDARD
SPECIFICATIONS

4" CONCRETE MINIMUM; 6" MINIMUM IN DRIVEWAYS
4" SELECT GRANULAR
INPLACE APPROVED SUBGRADE SURFACE

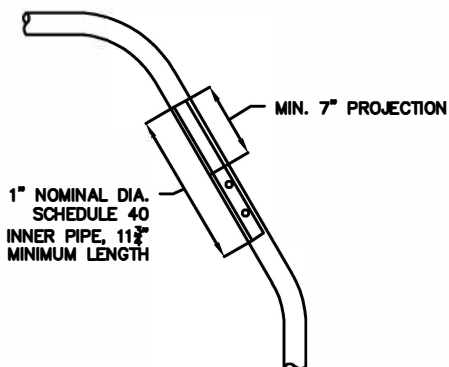
6' WIDE CONCRETE WALK
TYPICAL SECTION



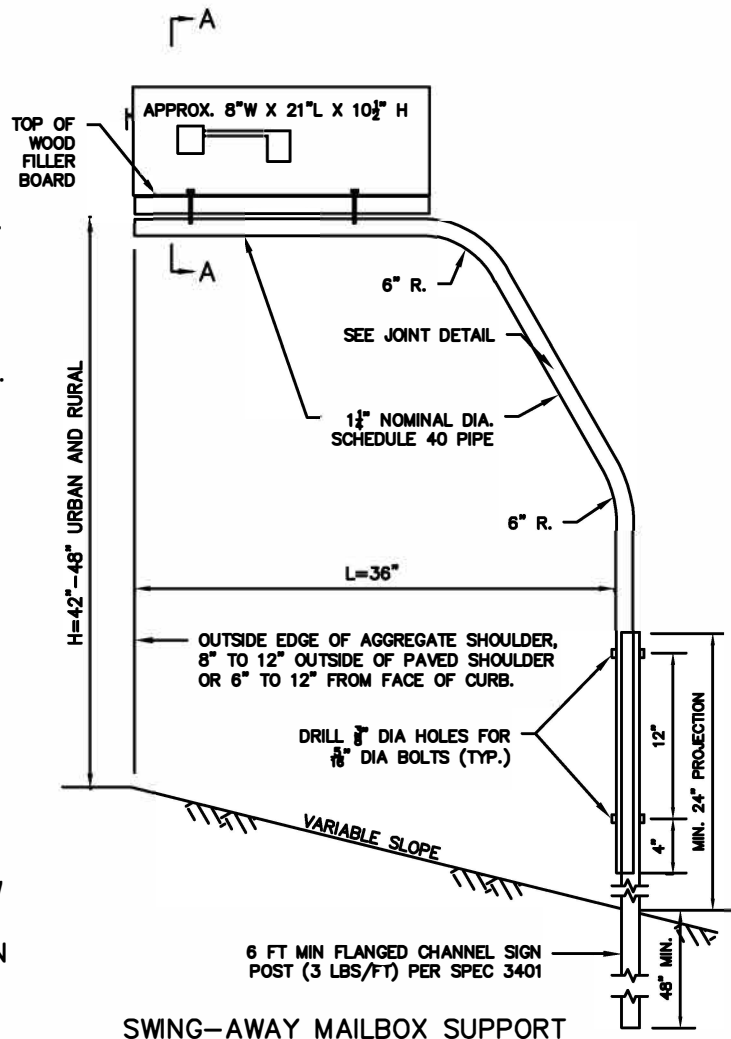
SECTION A-A



MOUNTING STRAP DETAIL



JOINT DETAIL

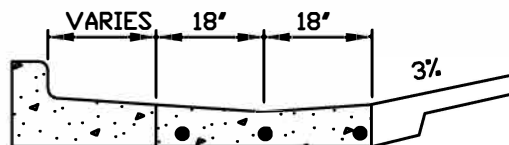
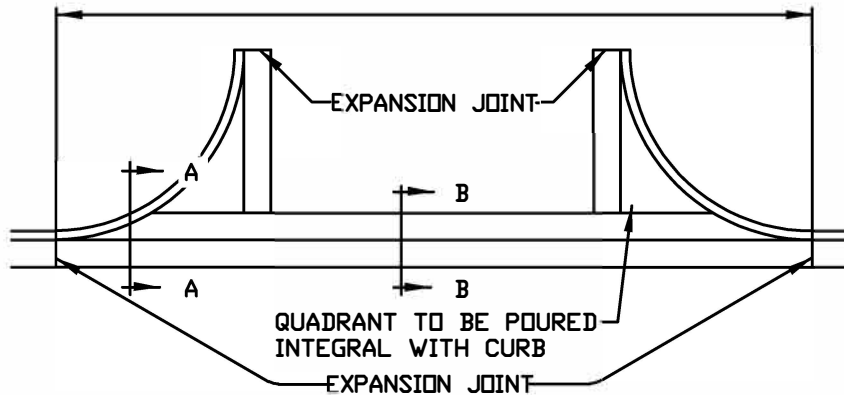


SWING-AWAY MAILBOX SUPPORT

NOTES:

MAILBOX LOCATIONS SHOULD BE STAKED BEFORE INSTALLATION FOR PROPER HEIGHT AND DISTANCE FROM ROADWAY. ONCE STAKED, THE INSTALLER MUST NOTIFY THE ENGINEER AND THE POST OFFICE. THE ENGINEER AND THE POSTMASTER SHALL APPROVE THE STAKED LOCATIONS PRIOR TO FINAL INSTALLATION.

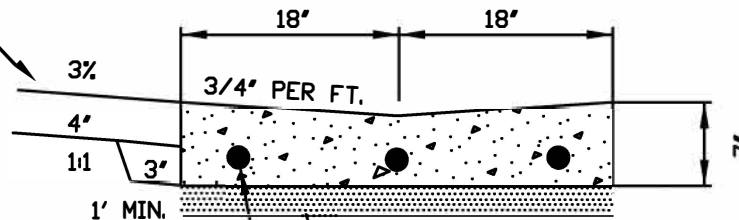
THE MINIMUM SPACING (CENTER TO CENTER) BETWEEN MULTIPLE SUPPORTS SHALL BE EQUAL TO THE HEIGHT OF THE MAILBOX SUPPORT.



SECTION A-A

THRU B618 C & G

THIS DETAIL
IS THE SAME
FOR BOTH
SIDES OF THE
GUTTER



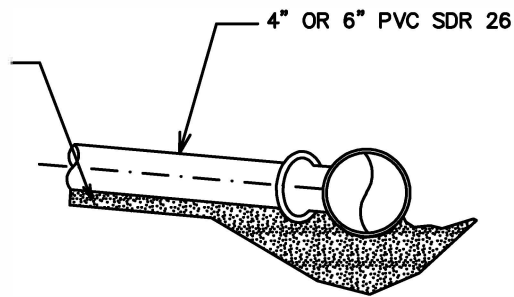
6" MIN. AGGREGATE BASE (OR
RECYCLED EQUAL MEETING
CLASS 5 GRADATION).

4 EPOXY COATED
REBAR (TYP.) TO BE
INSTALLED AT HALF
DEPTH OF GUTTER.

SECTION B-B

THRU CONCRETE GUTTER

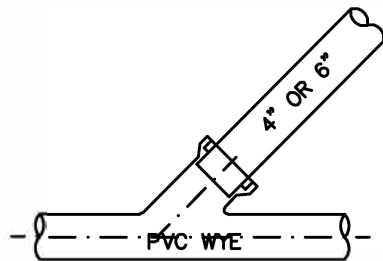
PIPE SHALL BE COMPLETELY
ENTRENCHED AND SHALL
HAVE CLASS "B" BEDDING
WHERE DIRECTED BY THE
ENGINEER



TYPICAL SERVICE WHERE COVER OVER
TOP OF SEWER IS 14' OR LESS

4"x4" MARKER

TRACER WIRE
ACCESS BOX
COPPERHEAD
#LD14*TP OR
CD14*TP



JOINT DETAIL

4" OR 6" PVC
SDR 26

WYE

PLUG

ELEV TO BE
SET BY THE
ENGINEER

PIPE SHALL BE
COMPLETELY
ENTRENCHED
AND SHALL HAVE
CLASS "B" BEDDING
WHERE DIRECTED
BY THE ENGINEER

TRACER WIRE

NOTES:

- 1) ALL SERVICE CONNECTIONS INCLUDING NECESSARY BENDS AND SPECIAL FITTINGS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE BID PER LINEAR FOOT OF 4" OR 6". NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR CONCRETE ENCASEMENT OR PIPE BEDDING.
- 2) ALL SERVICE CONNECTIONS SHALL TERMINATE 10' INSIDE PROPERTY LINE. UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 3) SERVICE STUB SHALL BE PLUGGED AND MARKED WITH A 4" x 4" TIMBER PROTRUDING 3' OUT OF GROUND. (PAINTED GREEN)
- 4) NO SADDLES WILL BE ALLOWED
- 5) RETRO-FIT INSTALLATIONS TO BE CONSTRUCTED BY CUTTING IN A PVC WYE AND PVC SLEEVE
- 6) SEWER SERVICES ARE TO BE LOCATED 3' DOWNSTREAM OF WATER SERVICE IF IN THE SAME TRENCH

TYPICAL SERVICE WHERE COVER OVER
TOP OF SEWER IS 14' OR MORE

WRAP ADJUSTING RINGS, EDGE OF CASTING FRAME, AND UPPER BARREL SECTION WITH CHIMNEY SEAL, INFI-SHIELD, OR APPROVED EQUAL FLEXIBLE SEALING PRODUCT PER MANUFACTURER'S SPECS.

POLYETHYLENE (PE) MANHOLE ADJUSTING RINGS, MIN 4" - MAX 12"

ALL MANHOLES WITH INSIDE DROP SECTION SHALL BE 5' DIA (I.D.)

MANHOLE SECTION TO BE ASTM C-478 CLASS II CIRCULAR REINF LATEST REVISION

USE R-2 JOINT FOR ALL MANHOLE JOINTS

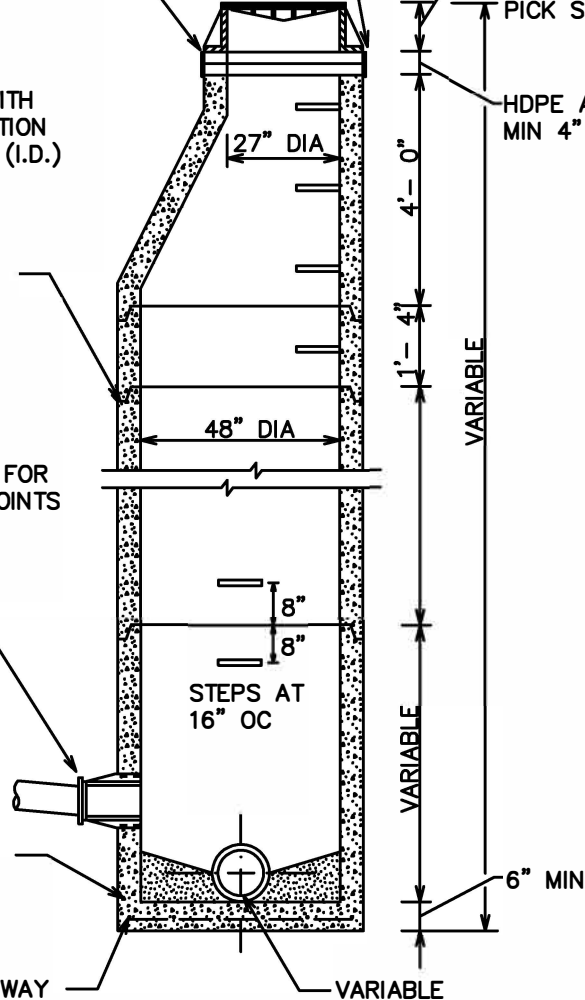
"CRE-SEAL", "RESEAL", OR APPROVED EQUAL PRECAST GASKET CONNECTION SHALL BE USED FOR CONNECTION PIPE TO MANHOLE

PRECAST BOTTOM SECTION WITH INVERT

#5 AT 12" OC EACH WAY

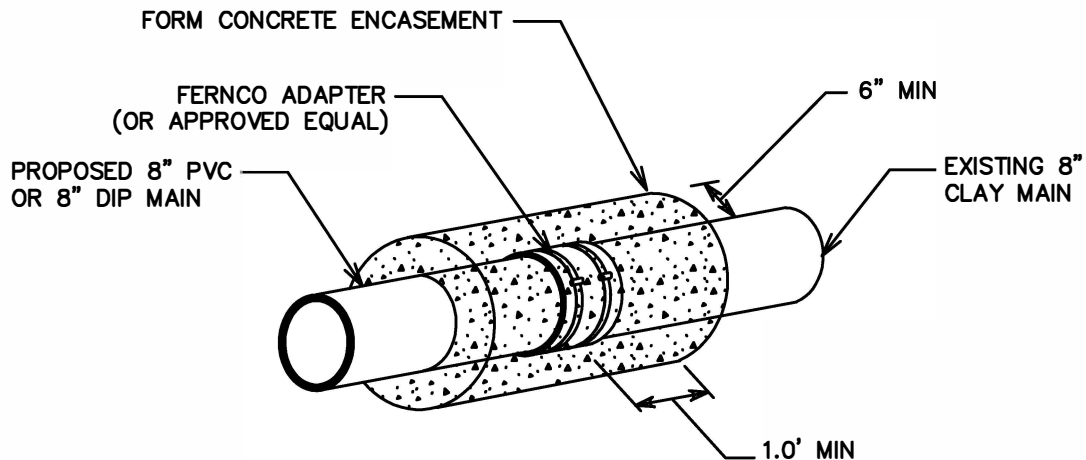
STANDARD NEENAH R-1733 MANHOLE FRAME AND COVER WITH TWO CONCEALED PICK SLOTS

HDPE ADJUSTING RINGS MIN 4" - MAX 1'



NOTES:

1. MANHOLE STEPS SHALL BE CAST IRON OR MA MODEL PS-I-PF (BY MA INDUSTRIAL INC.) CONFORMING TO ALL OSHA REGULATIONS AND SPACED 16" OC.
2. ALL MANHOLE JOINTS SHALL BE SEAL WRAPPED AS DESCRIBED IN THE SPECIFICATION (INCIDENTAL).



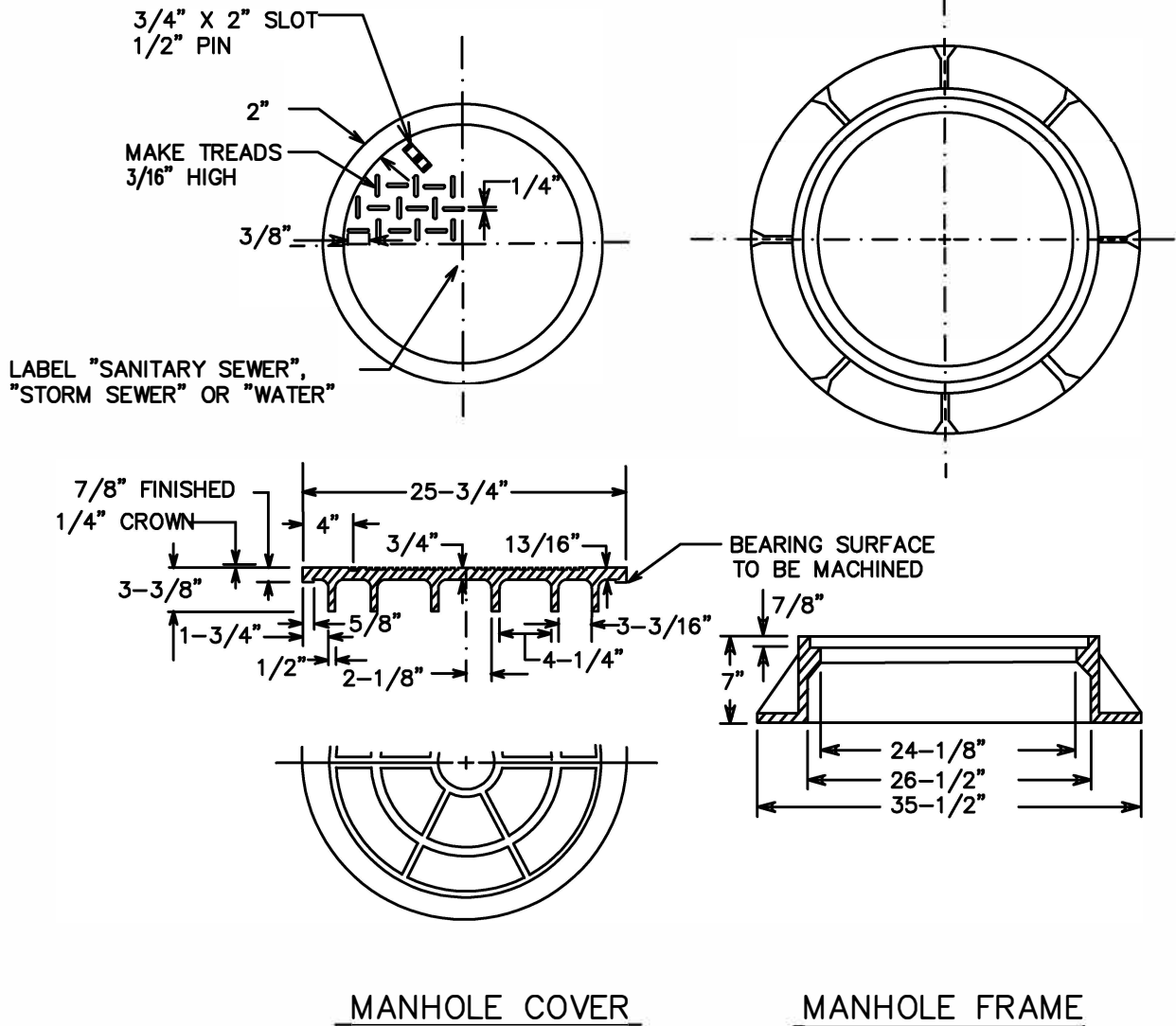
FOR 8" PVC = FERNCO #1002-88 OR EQUAL
 FOR 8" DIP = FERNCO # 1003-85 OR EQUAL

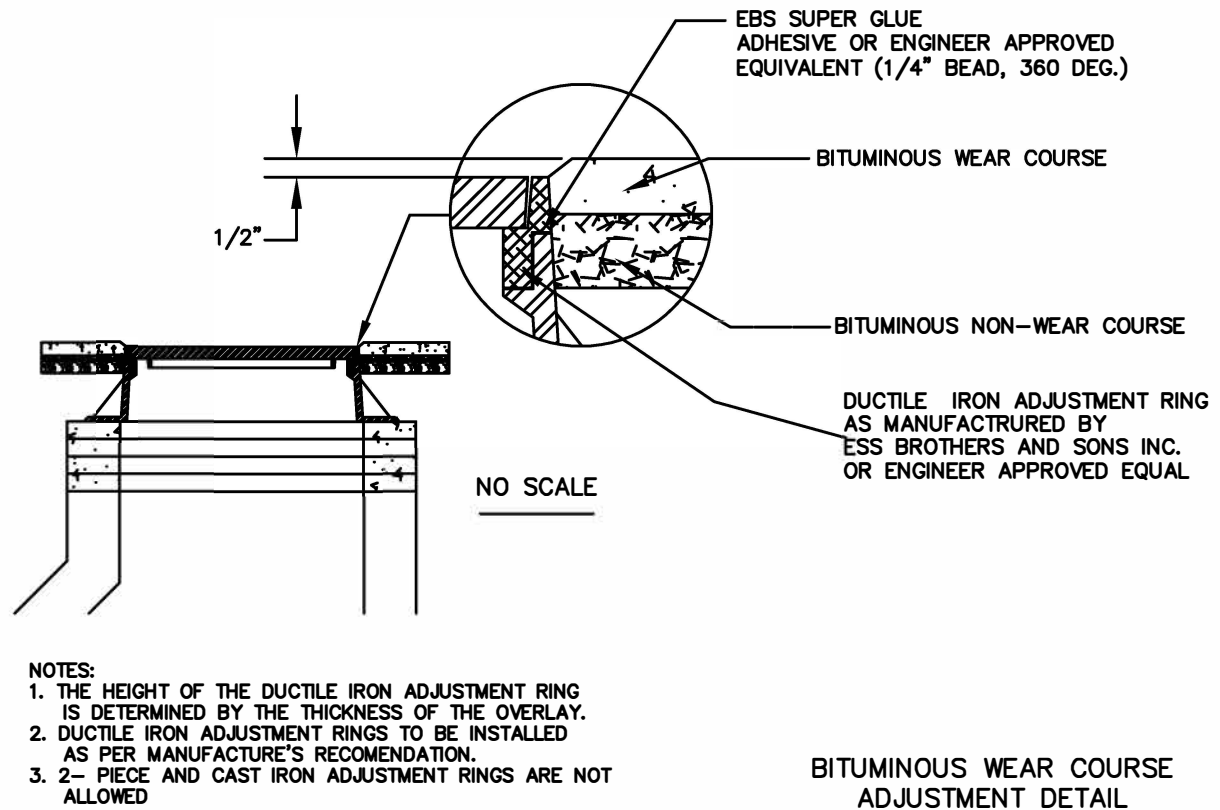
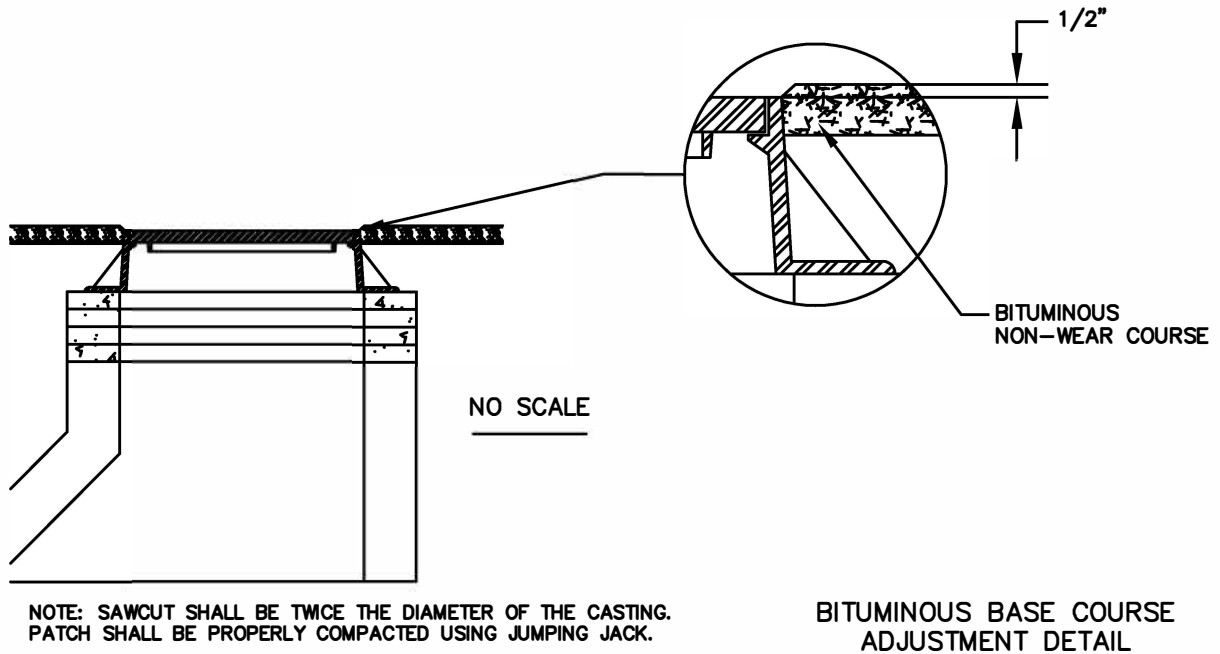
NOTES:

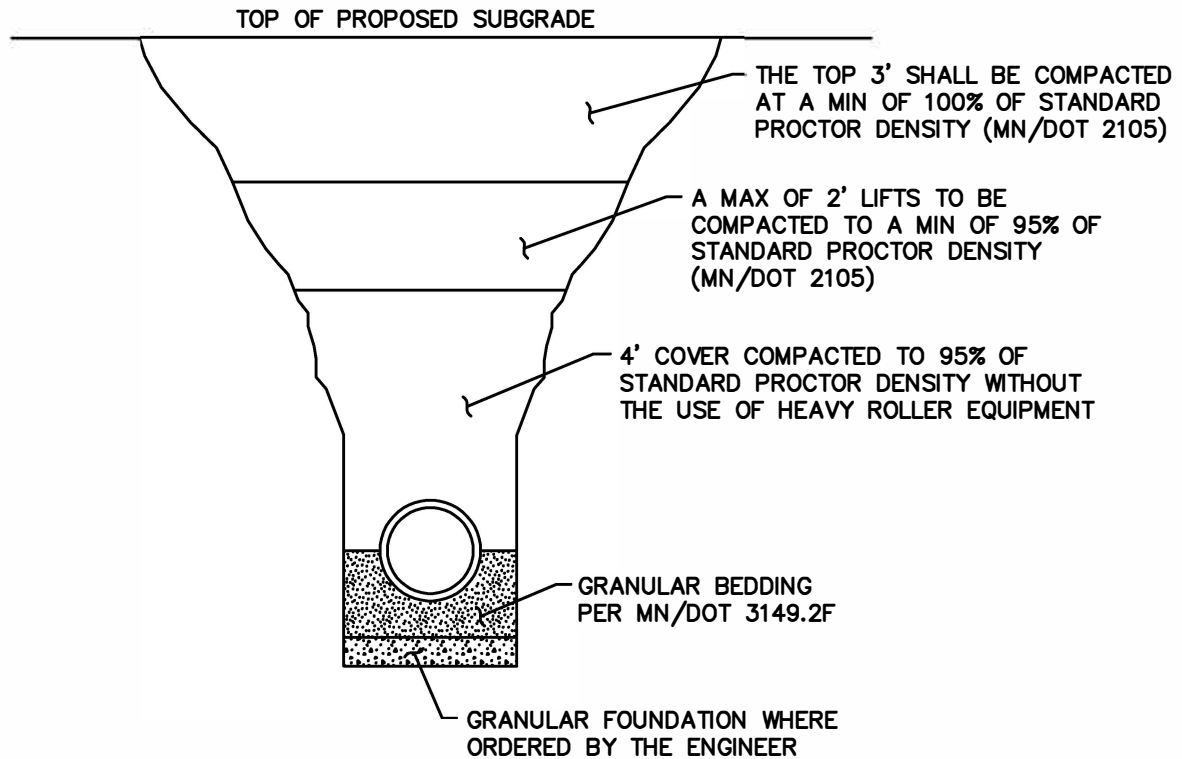
- 1) ALL FERNCO ADAPTORS USED MUST BE MADE FOR CLAY TO PVC TRANSITIONS
- 2) FOR ABANDONED SEWER/WATER LINES, SEWER LINES SHALL BE REMOVED TO THE MAIN AND CAPPED AT WYE. WATERMAIN SERVICES SHALL BE REMOVED TO THE MAIN WITH THE CORPORATION STOP REMOVED AND CAPPED WITH A BRASS PLUG.

NOTE:

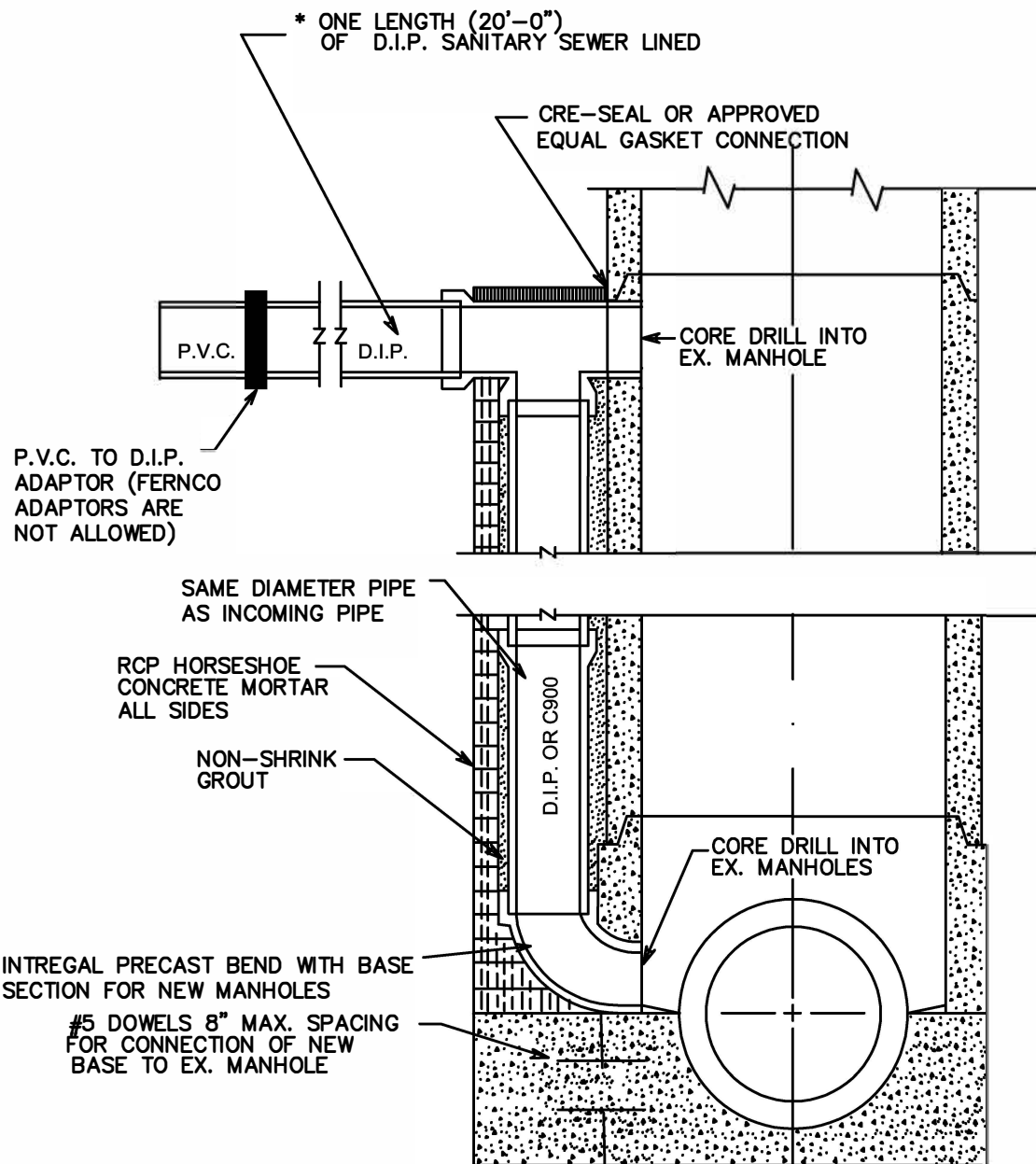
1. FRAME AND SOLID COVER TO BE NEENAH NO. R-1733 WITH NO.MF 25572 CONCEALED PICKHOLE OR APPROVED EQUAL.
2. USE NEENAH R-1755G FOR WATERTIGHT APPLICATIONS.

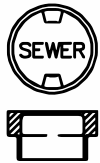




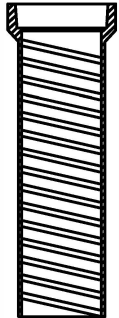


SHOVEL, PLACE, AND HAND COMPACT AROUND PIPE TO 12" ABOVE PIPE. VIBRATORY COMPACTION REQUIRED EACH SIDE OF PIPE, AS DIRECTED BY THE ENGINEER.

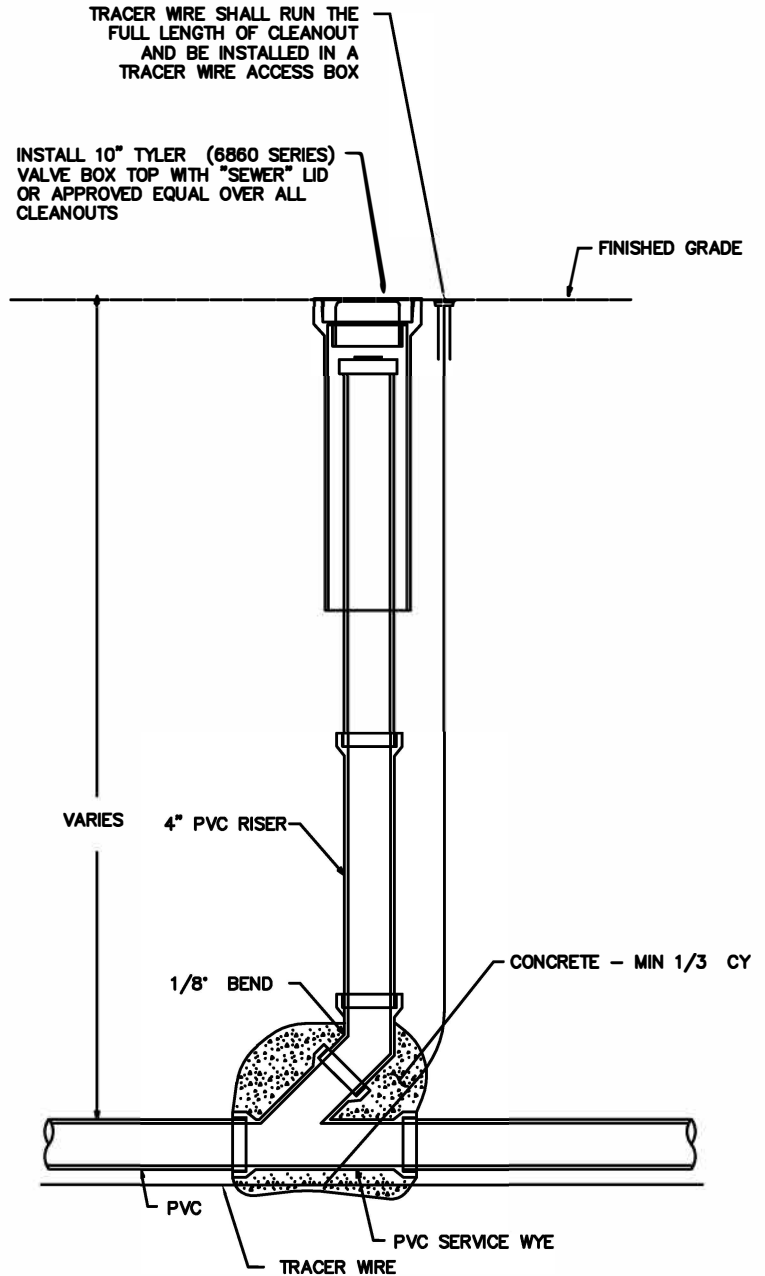




DROP LID
Tyler



TOP
Tyler 6860 SERIES



NOTES:

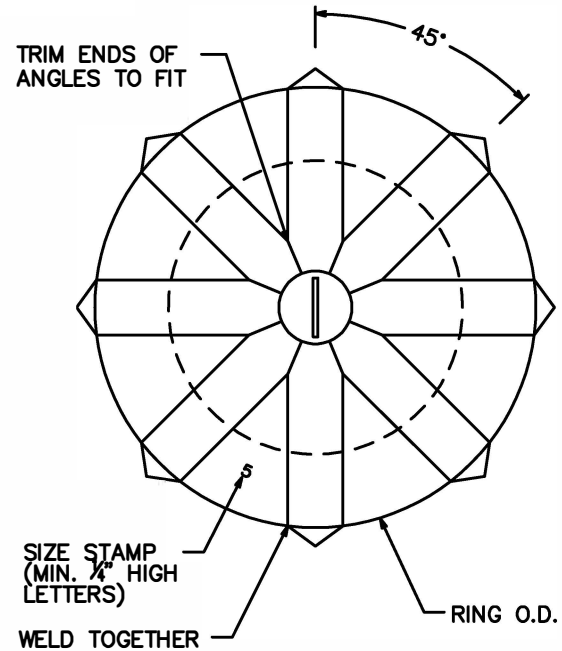
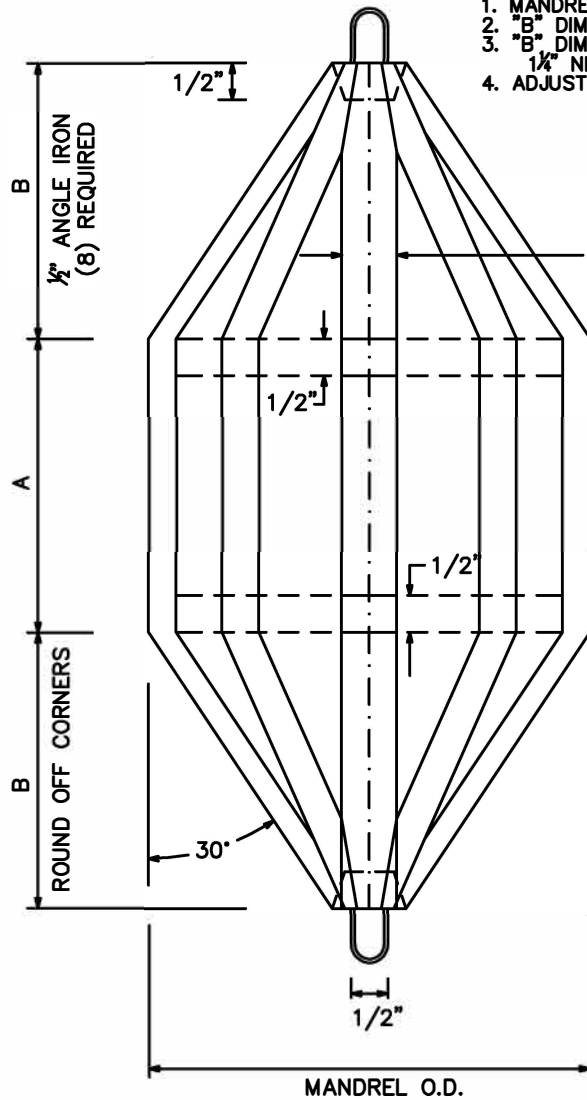
1. TRACER WIRE ACCESS BOX FOR NON-ROADWAY APPLICATIONS SHALL BE GRADE LEVEL COPPERHEAD LITE DUTY #LD14*TP.
2. TRACER WIRE ACCESS BOX FOR CONCRETE/DRIVEWAY APPLICATIONS SHALL BE COPPERHEAD #CD14*TP.
3. CLEANOUTS LOCATED IN DRIVEWAYS SHALL BE COVERED WITH A FORD A-1 METER BOX COVER.

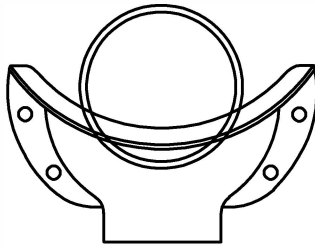
ASTM D3034

PIPE SIZE	A	BASE INSIDE DIAMETER	MANDREL OUTSIDE DIAMETER	RING OUTSIDE DIAMETER	B	BASE INSIDE DIAMETER	MANDREL OUTSIDE DIAMETER	RING OUTSIDE DIAMETER	B
INCHES	INCHES	INCHES	INCHES	INCHES	INCHES	INCHES	INCHES	INCHES	INCHES
6	4	5.742	5.46	4.74	3.6	5.612	5.33	4.62	3.5
8	6	7.665	7.28	6.57	4.9	7.488	7.11	6.40	4.7
10	6	9.563	9.08	8.37	6.4	9.342	8.87	8.16	6.2
12	8	11.361	10.79	10.08	7.9	11.102	10.55	9.84	7.7
15	9	13.898	13.20	12.49	10.0	13.575	12.90	12.19	9.7

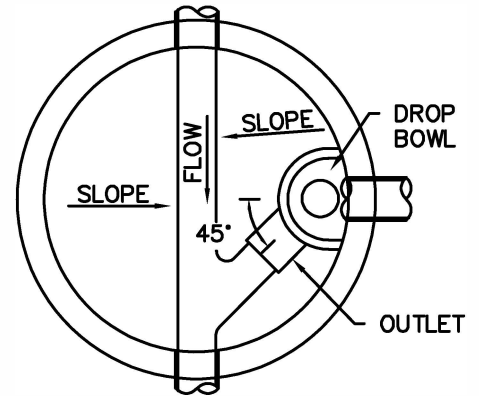
NOTES:

1. MANDREL OUTSIDE DIAMETER = BASE INSIDE DIAMETER X 0.95.
2. "B" DIMENSION FOR 6" PIPE IS FOR 1" NPS PIPE.
3. "B" DIMENSION FOR 8", 10", 12", 15" PIPE IS FOR 1 1/4" NPS PIPE.
4. ADJUST "B" DIMENSION AS REQUIRED FOR OTHER PIPE SIZES.

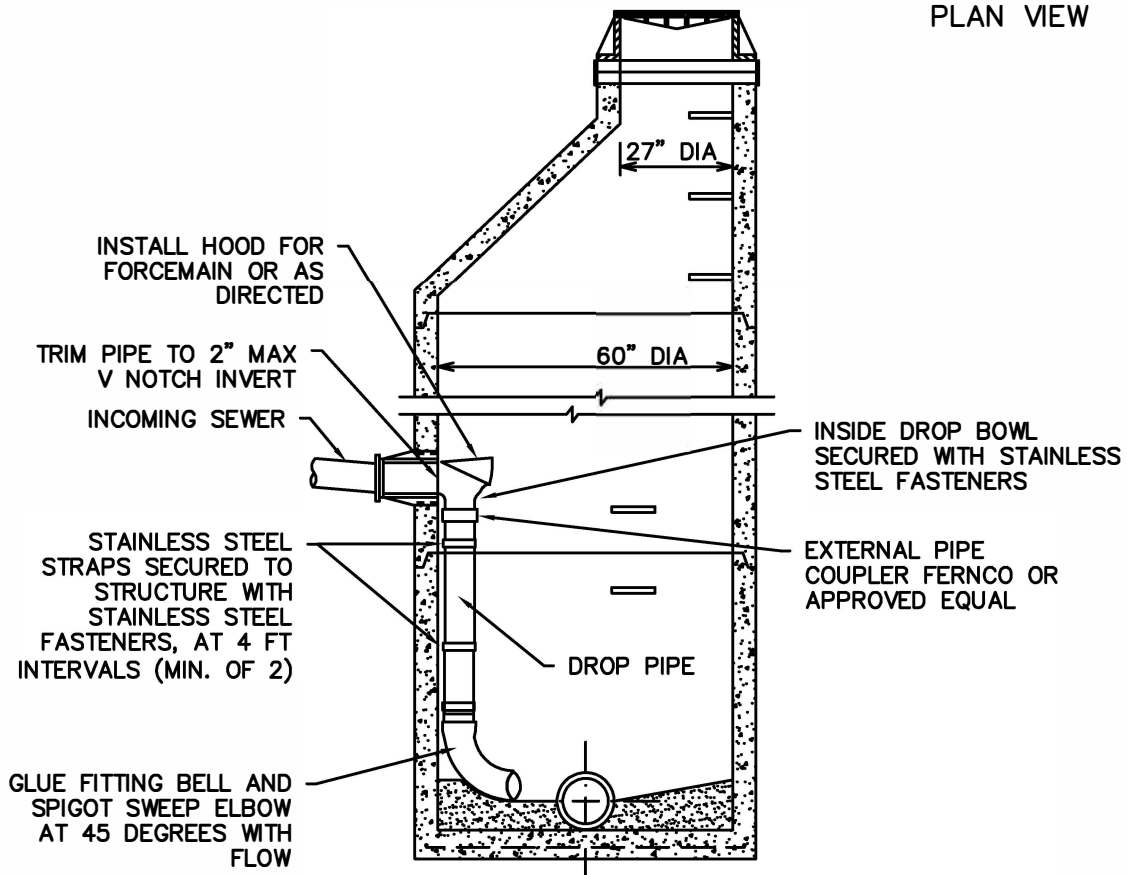




DROP BOWL
MOUNTING POSITION

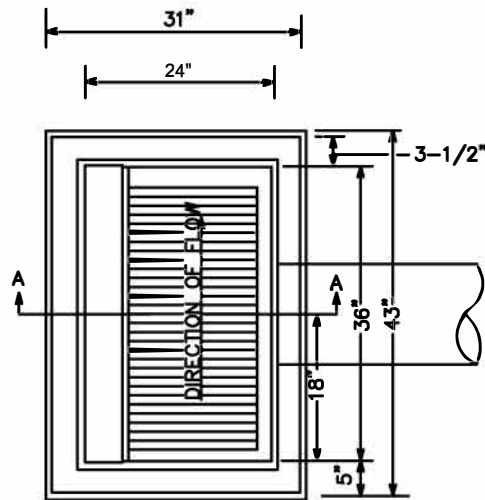


INSIDE DROP
PLAN VIEW

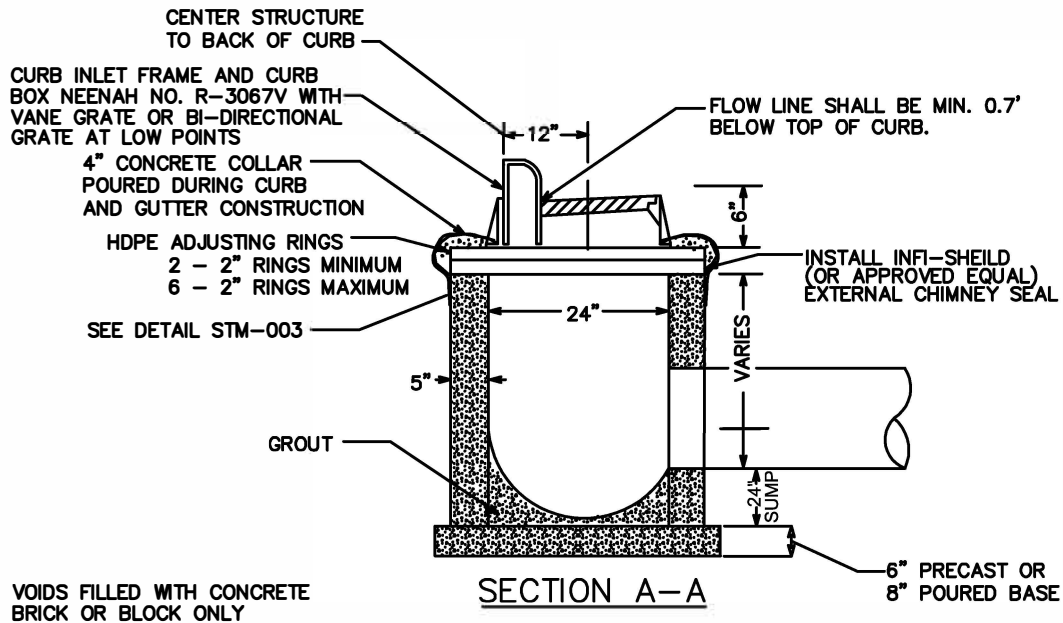


NOTES:

1. INCREASE MANHOLE DIAMETER BY ONE FOOT FOR INSIDE DROP CONNECTIONS.
2. INSTALL DIP TO UNDISTURBED SOILS.
3. INSTALL PER MANUFACTURER'S REQUIREMENTS.
4. SECURE DROP PIPE TO MANHOLE WITH STAINLESS STEEL ADJUSTABLE CLAMPING BRACKETS.



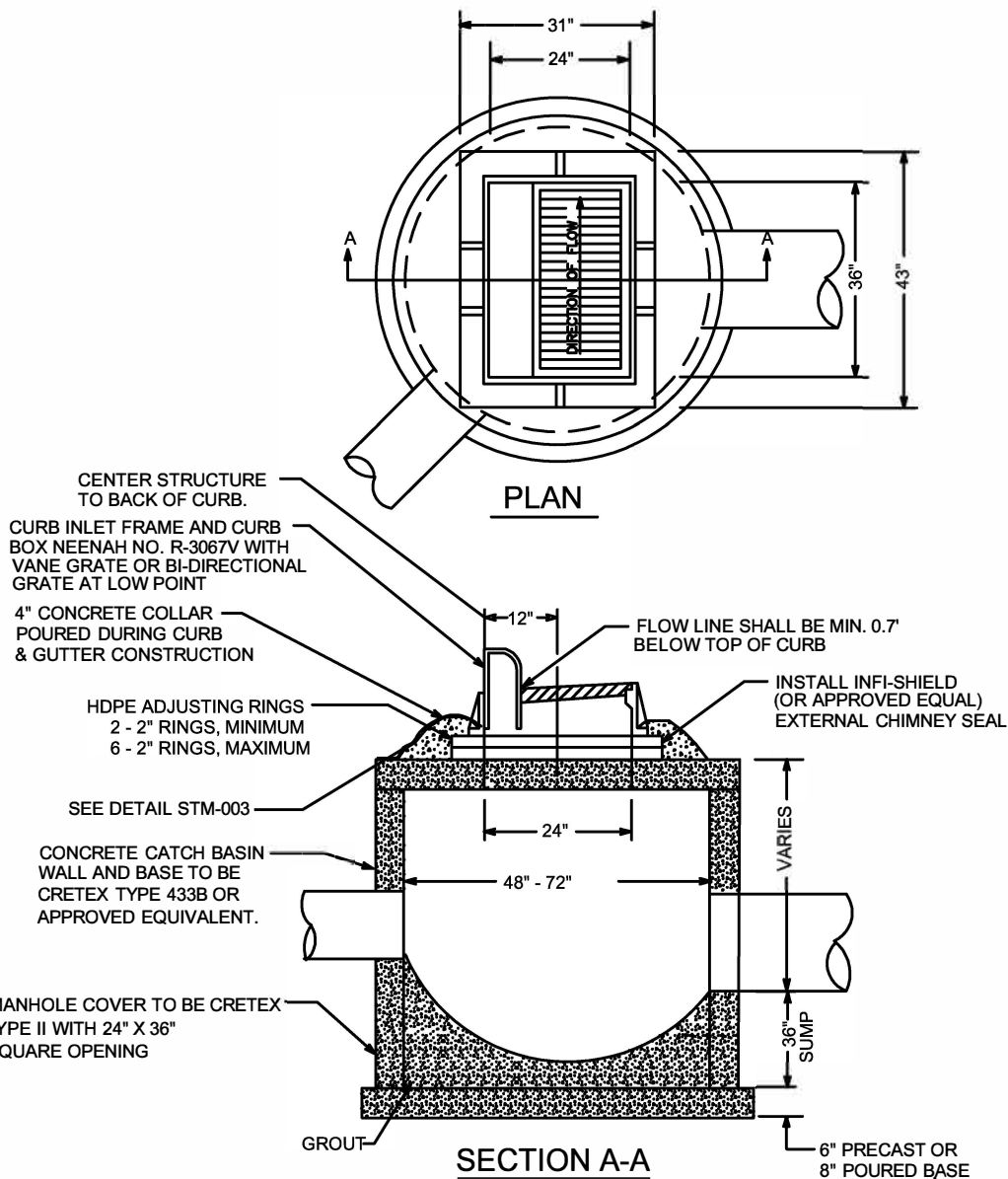
PLAN



SECTION A-A

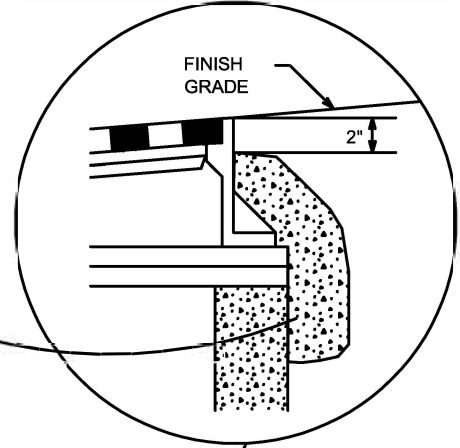
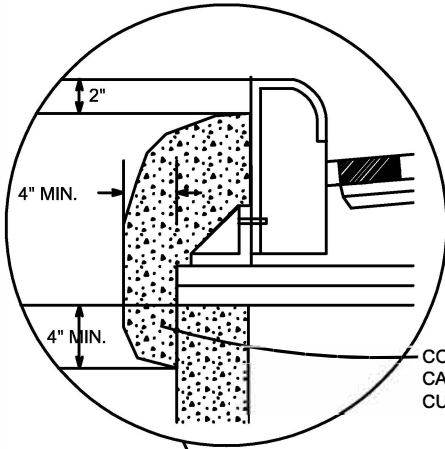
NOTES:

1. REINFORCING TO CONSIST OF #4 BARS @ 8" O.C. BOTH WAYS
2. GROUT BOTTOM TO DRAIN TO CENTER
3. PIPE CUT-OUTS TO BE LOCATED WHERE REQUIRED
4. ADJUSTING RINGS SHALL BE HDPE AND INSTALLED ACCORDING TO MANUFACTURERS' REQUIREMENTS.
5. WIMCO OR APPROVED EQUAL INLET PROTECTION SHALL BE MAINTAINED AND KEPT IN GOOD SHAPE UNTIL WEAR COURSE IS PAVED
6. SURMOUNTABLE CURB DRIVE OVER CASTING - NEENAH 3501-TB
7. B-618 CURB DRIVE OVER CASTING - NEENAH 3290A



NOTES:

1. REINFORCING TO CONSIST OF #4 BARS @ 8" O.C. BOTH WAYS
2. MANHOLE STEPS SHALL BE CAST ALUMINUM OR MA INDUSTRY WITH VINYL COATING OR APPROVED EQUIVALENT AND SHALL BE LOCATED @ 16" O.C. PARALLEL WITH THE CURB
3. GROUT BOTTOM TO DRAIN TO CENTER
4. PIPE CUT-OUTS TO BE LOCATED WHERE REQUIRED
5. ADJUSTING RINGS SHALL BE HDPE INSTALLED ACCORDING TO MANUFACTURERS' REQUIREMENTS.
6. WIMCO OR APPROVED EQUAL INLET PROTECTION SHALL BE MAINTAINED AND KEPT IN GOOD SHAPE UNTIL WEAR COURSE IS PAVED
7. SURMOUNTABLE CURB DRIVE OVER CASTING - NEENAH 3501-TB
8. B-618 CURB DRIVE OVER CASTING - NEENAH 3290A



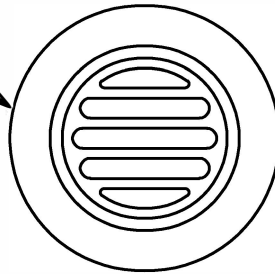
HDPE ADJUSTMENT RINGS
MIN. 2 & MAX. 6

CONCRETE COLLAR TO ENCASE
CASTING AND RINGS. USE CONCRETE
CURB MIX FOR COLLAR

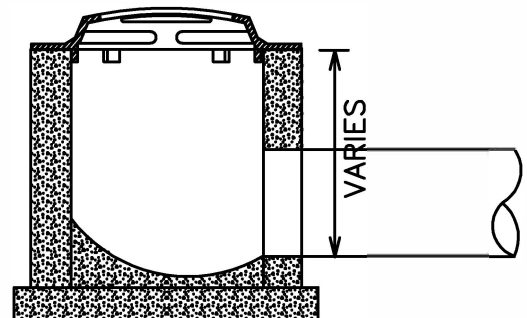
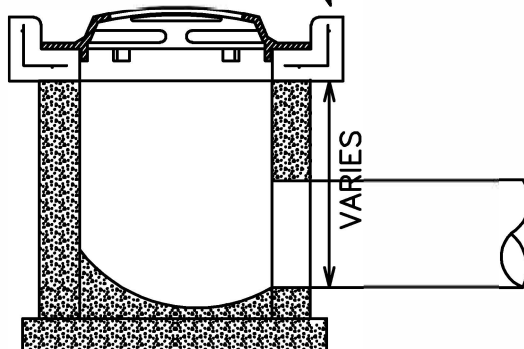
NOTE: REINFORCING TO CONSIST OF
#4 BARS EMBEDDED IN CONCRETE
COLLAR AND CURB. EXTEND 10'
BEYOND EACH SIDE OF CASTING.

WRAP ADJUSTING RINGS, EDGE OF CASTING FRAME,
AND UPPER BARREL SECTION WITH INFI-SHIELD OR
APPROVED EQUAL FLEXIBLE SEALING PRODUCT PER
MANUFACTURES SPEC, UNDER CONCRETE COLLAR.

NEENAH R-4342
DITCH GRATE
STOOL TYPE



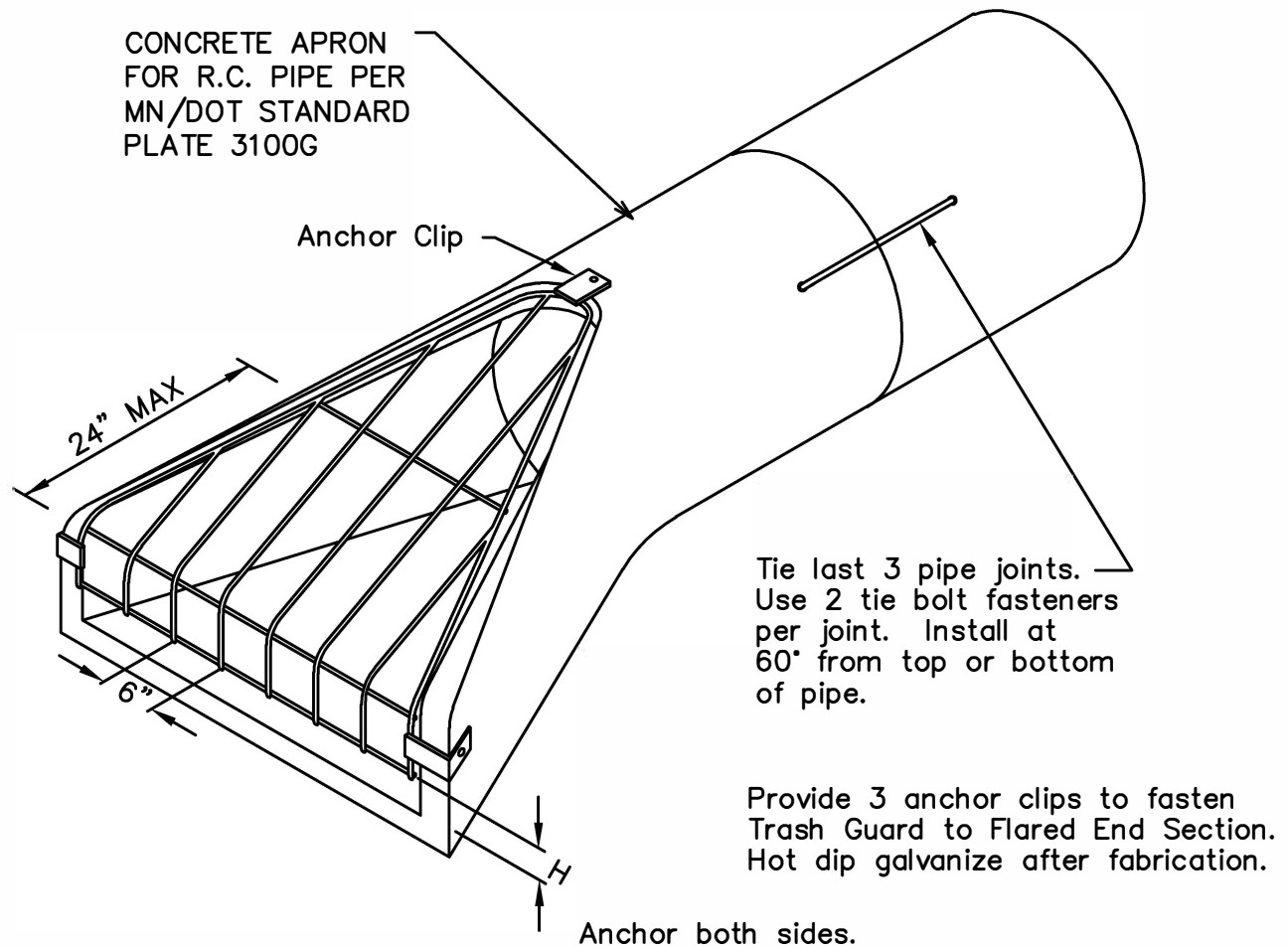
CONCRETE FRAME
MN/DOT PLATE 4143E



FOR MAINTAINED YARDS

FOR BOULEVARD AREAS

See City Detail No. STM-007 for riprap placement.



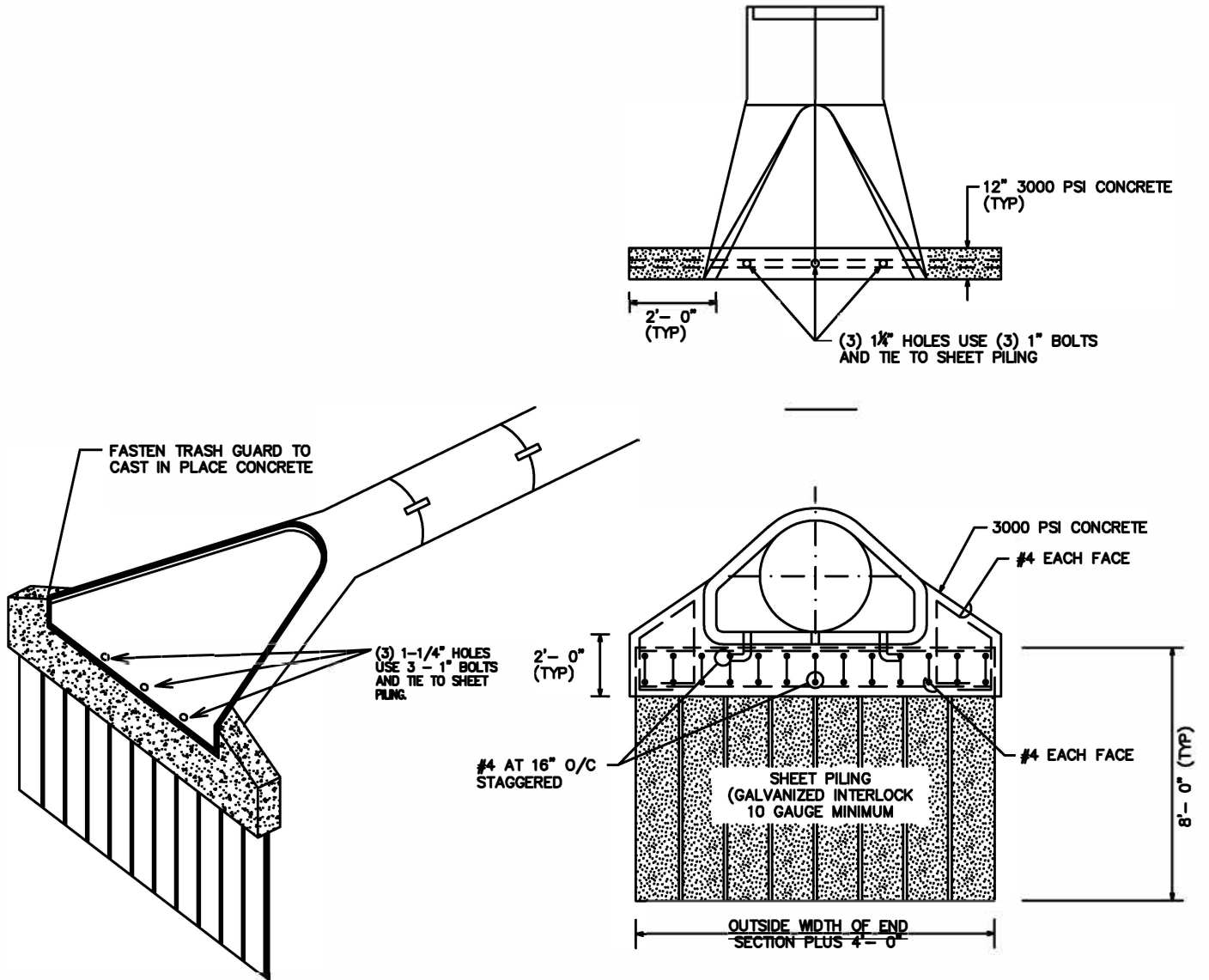
TRASH GUARD SIZING			
Pipe Size	Bars	'H'	Bolts
12"—18"	3/4"Ø	4"	5/8"
21"—42"	1"Ø	6"	3/4"
48"—72"	1 1/4"Ø	12"	1"

NOTES:

1. Entire Trash Guard assembly to be HOT-DIP galvanized after fabrication.
2. Size of Trash Guard variable dependent on size of Flared End Section.
3. Trash Guards required on all Aprons 21" and larger unless otherwise noted.
4. Galvanized metal apron per MN/DOT standard plate 3129A to be used with HDPE pipe in green areas.
5. Install 7 foot 3lb galvanized post with 360 degree reflector (X4-13) at all flared end sections.

NOTE:

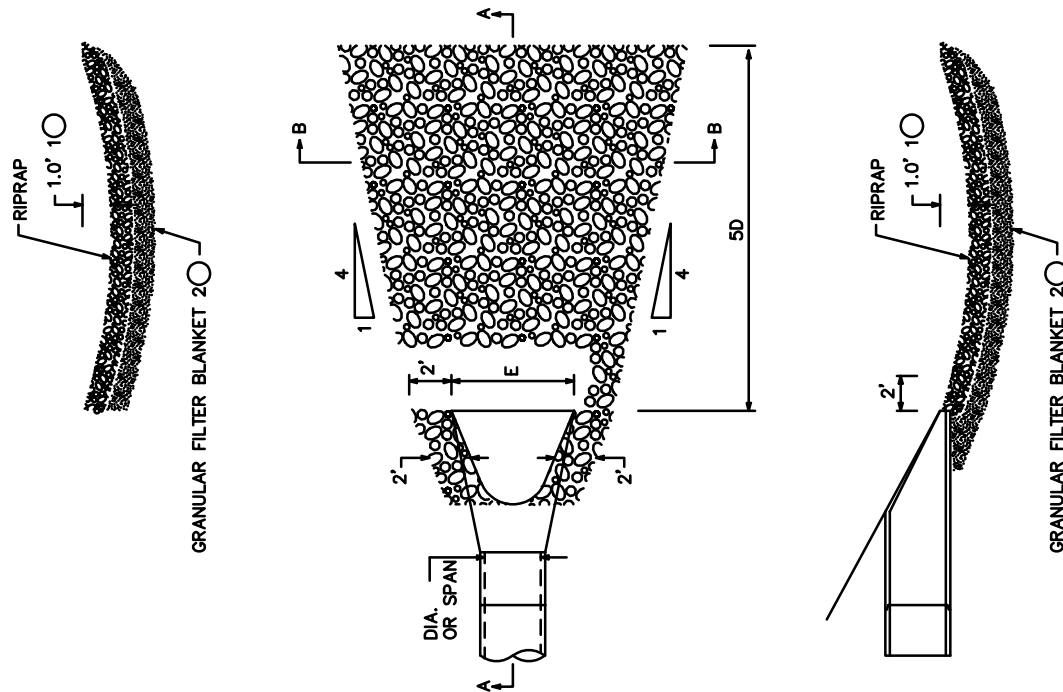
1. THIS DRAWING IS TYPICAL FOR ALL FLARED END SECTIONS ALL TRASH GUARDS WILL BE GALVANIZED.
2. TIE ALL PIPE JOINTS (INCIDENTAL).



DIA ROUND PIPE	CLASS III D ₅₀ = 9"			CLASS IV D ₅₀ = 12"			CLASS V D ₅₀ = 15"		
	15"	7.5"	18"	9"	24"	12"			
	DEPTH RIPRAP (CU YD)	DEPTH GRANULAR FILTER (CU YD)	DEPTH RIPRAP (CU YD)	DEPTH GRANULAR FILTER (CU YD)	DEPTH RIPRAP (CU YD)	DEPTH GRANULAR FILTER (CU YD)			
12	2.1	1.1	2.6	1.3	3.4	1.7			
15	2.9	1.4	3.5	1.7	4.6	2.3			
18	3.6	1.8	4.4	2.2	5.8	2.9			
21	4.6	2.3	5.6	2.8	7.4	3.7			
24	5.8	2.9	6.9	3.5	9.2	4.6			
27	6.9	3.4	8.3	4.1	11.0	5.5			
30	8.3	4.1	9.9	5.0	13.2	6.6			
36	11.0	5.5	13.2	6.6	17.6	8.8			
42	13.6	6.8	16.4	8.2	21.8	10.9			
48	16.8	8.4	20.1	10.1	26.8	13.4			
54	19.8	9.9	23.7	11.9	31.6	15.8			
60	23.0	11.5	27.6	13.8	36.8	18.4			
66	27.0	13.5	32.4	16.2	43.2	21.6			
72	31.1	15.6	37.4	18.7	49.8	24.9			
84	40.0	20.0	48.0	24.0	64.0	32.0			
90	45.5	22.8	54.6	27.3	72.8	36.4			

SPAN ROUND PIPE	CLASS III D ₅₀ = 9"			CLASS IV D ₅₀ = 12"			CLASS V D ₅₀ = 15"		
	15"	7.5"	18"	9"	24"	12"			
	DEPTH RIPRAP (CU YD)	DEPTH GRANULAR FILTER (CU YD)	DEPTH RIPRAP (CU YD)	DEPTH GRANULAR FILTER (CU YD)	DEPTH RIPRAP (CU YD)	DEPTH GRANULAR FILTER (CU YD)			
22	3.6	1.8	4.4	2.2	5.8	2.9			
28	5.8	2.9	6.9	3.5	9.2	4.6			
36	8.1	4.1	9.8	4.9	13.0	6.5			
43	11.0	5.5	13.2	6.6	17.6	8.8			
51	13.6	6.8	16.4	8.2	21.8	10.9			
58	16.5	8.3	19.8	9.9	26.4	13.2			
65	19.8	9.9	23.7	11.9	31.6	15.8			
73	23.3	11.6	27.9	14.0	36.8	18.6			
88	32.4	16.2	38.9	19.4	51.8	25.9			
102	43.5	21.8	52.2	26.1	69.6	34.8			
115	44.0	22.0	52.8	26.4	70.4	35.2			
122	49.3	24.6	59.1	29.6	78.8	39.4			
138	61.3	30.6	73.5	36.8	98.0	49.0			
154	74.4	37.2	89.3	44.6	119.0	59.5			

NOTE: REQUIREMENTS FOR RIPRAP SIZE, THICKNESS, AND FILTER BLANKET WILL BE DESIGNATED IN PLANS.



- ① FOR PIPES GREATER THAN OR EQUAL TO 48", USE 2.0'
- ② THE CONTRACTOR, AT HIS OPTION, MAY SUBSTITUTE A GEOTEXTILE FABRIC, SPEC 3601 FOR THE GRANULAR FILTER BLANKET UNLESS OTHERWISE SPECIFIED IN THE PLANS. THE FABRIC SHOULD COVER THE AREA OF THE RIPRAP AND EXTEND UNDER THE CULVERT APRON 3 FEET.

PVC PERFORATED UNDERDRAIN PIPE (PIPE AND FITTINGS SHALL BE PVC, MEETING ASTM F949 OR D3034 WITH MIN. PIPE STIFFNESS 46 P.S.I., RESIN 12454B (ASTM D1784) GASKETED JOINTS, SLOT, OR ROUND HOLE PERFORATIONS (1.9 IN²/L.F.) AT 5 AND 7 O'CLOCK POSITIONS OR APPROVED EQUAL.

6" DIA. FOR MAINLINE
4" DIA. FOR SERVICE LINE

FILTER FABRIC WRAP

3'-0" (TYP.)

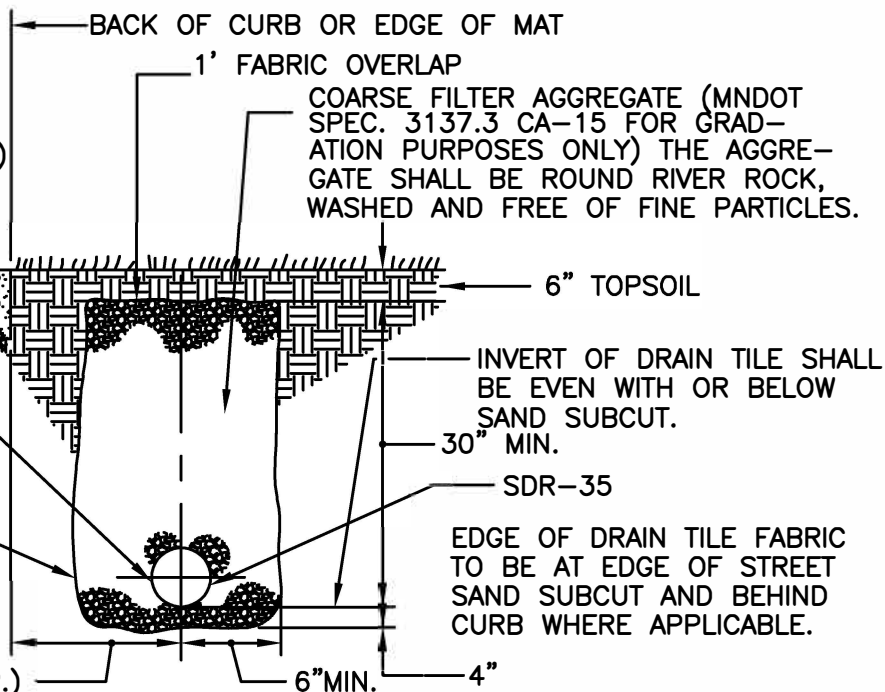
IN UNSTABLE SOILS FILTER FABRIC WRAP TYPE SHALL BE SELECTED BY THE SOILS ENGINEER FROM THE FOLLOWING.

GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF MNDOT 3733, TYPE 1

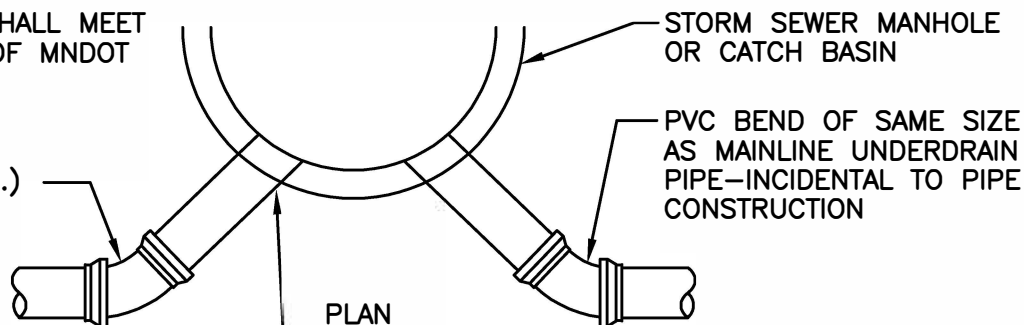
45° BEND (TYP.)

CONNECTION TO STORM SEWER STRUCTURE SHALL BE AT SPRING LINE OR 6" MIN. ABOVE INVERT
ALL GROUTING MUST BE AN APPROVED NON-SHRINKABLE GROUT.

NOTE: ALL DRAINTILE MUST HAVE TRACER WIRE INSTALLED WITHIN THE TRENCH. TRACER WIRE WILL BE 8 GAUGE AND SHALL BE TAPED TO THE TOP OF PIPE AND WILL BE BROUGHT TO THE SURFACE AT EACH STRUCTURE OR CLEAN OUT. FOLLOW U.S.E. GUIDELINES FOR UNDERGROUND BURY. FOLLOWING COMPLETION CONTRACTOR WILL BE REQUIRED TO PERFORM A LOW VOLTAGE CONDUCTIVITY TEST.

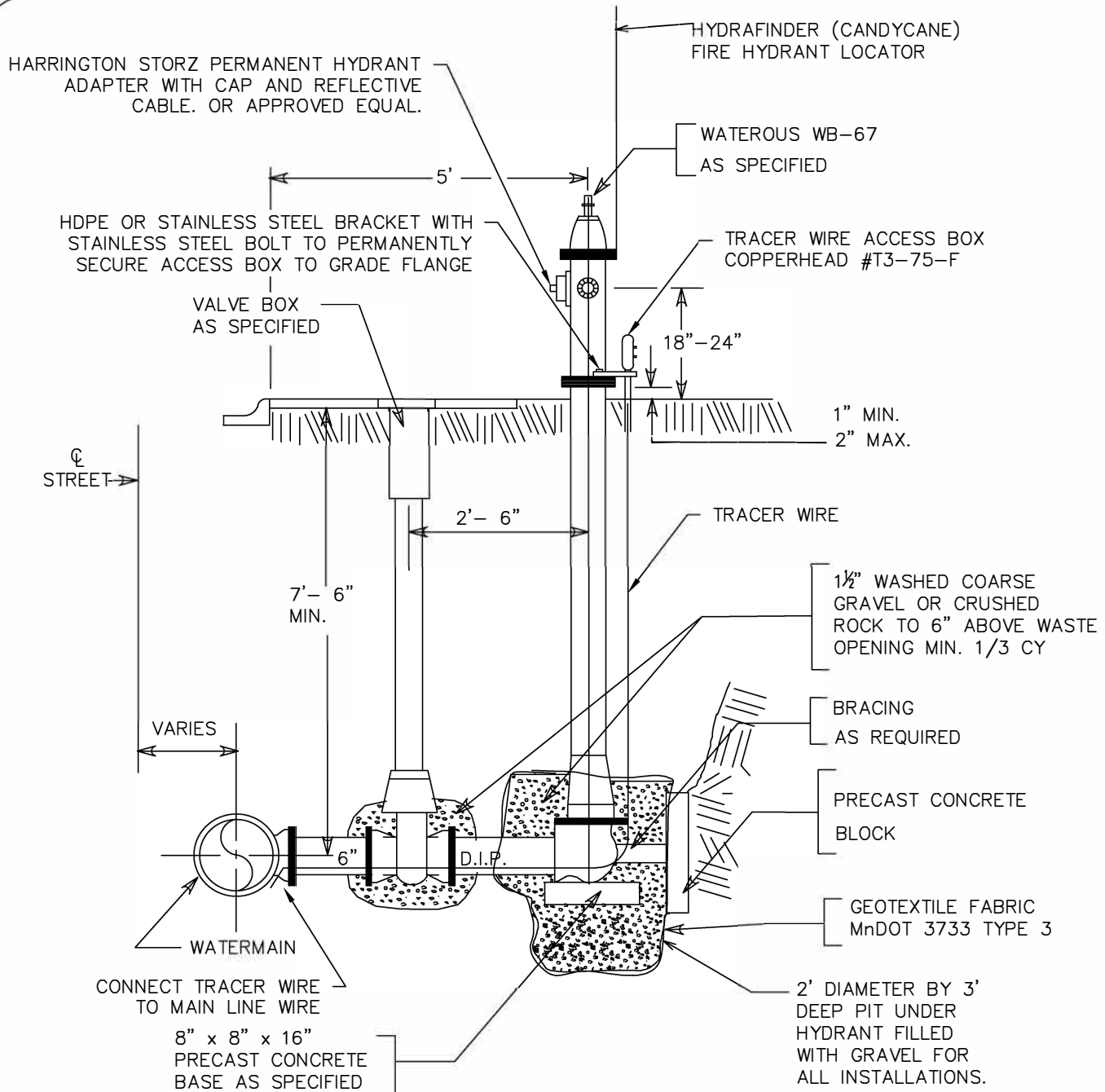


SECTIONAL VIEW

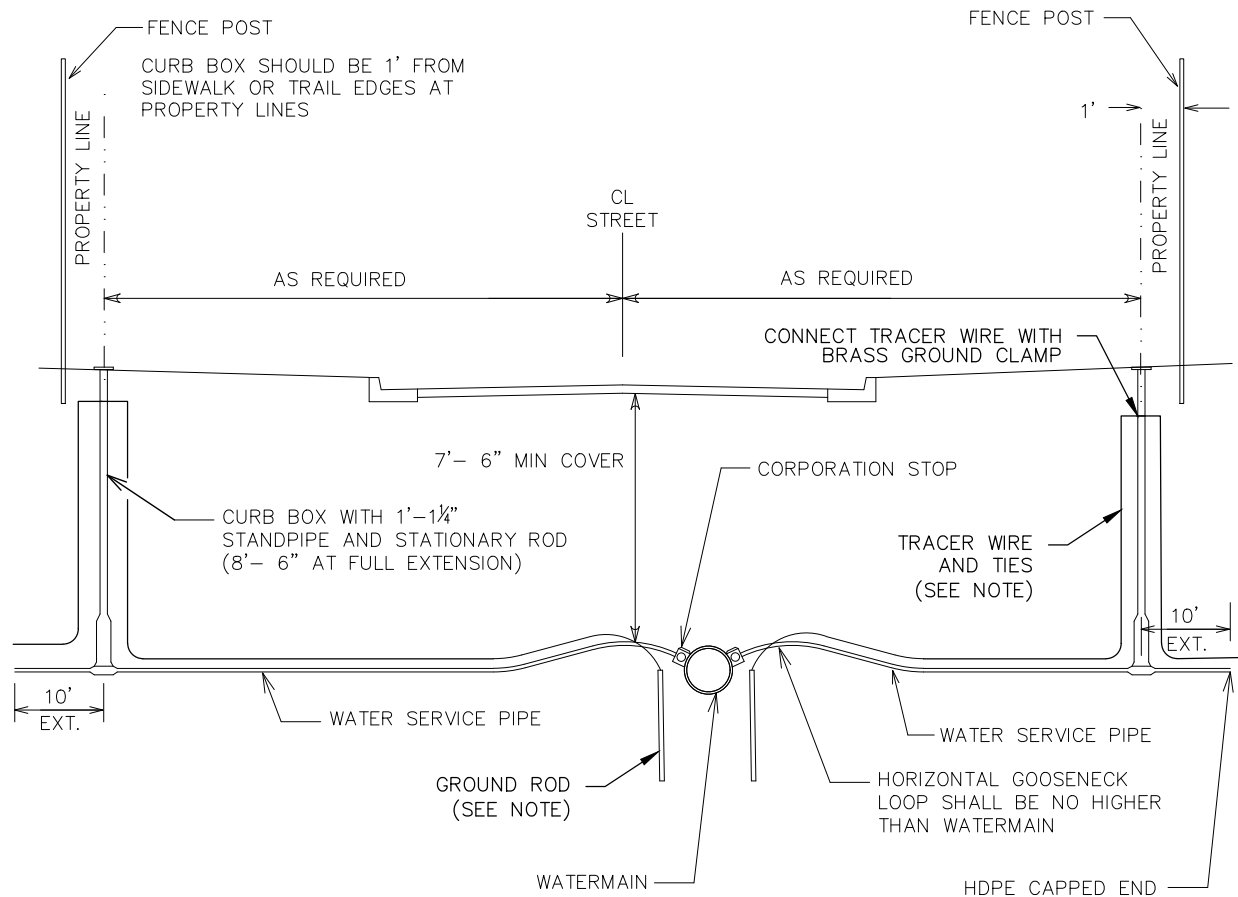


PLAN

INVERT OF DRAIN TILE TO BE DETERMINE INFIELD BY DEPTH OF SAND SUBCUT OR EXISTING GROUND WATER CONDITIONS.



NOTE:
ALL HYDRANT LEADS SHALL BE TIED WITH 3/4" GALVANIZED STEEL TIE RODS, EXTENDING FROM TEE TO VALVE AND FROM VALVE TO HYDRANT OR MEGA-LUG BRAND THRUST RETAINER GLANDS AT JOINTS (INCIDENTAL).



NOTES:

1. CURB BOXES INSTALLED IN AREAS WHERE BOULEVARD IS TO BE CUT AT A LATER DATE SHALL BE INSTALLED AT DEPTH REQUIRED, CURB BOX EXTENSION FOR BOXES EXCEEDING 7.5' IN LENGTH ARE TO BE BID AT CONTRACT PRICE AND SHALL INCLUDE STACK COUPLINGS, CONNECTIONS, ETC..
2. CURB BOX LOCATIONS SHALL BE MARKED WITH A STEEL FENCE POST PAINTED BLUE.
3. WATER SERVICE SHALL BE INSTALLED WITH A HORIZONTAL SEPARATION OF THREE FEET (3') FROM THE SANITARY SEWER SERVICE AND SHALL BE INSTALLED UPSTREAM OF THE SANITARY SEWER SERVICE.
4. CURB BOXES LOCATED IN A DRIVEWAY OR PARKING LOT SHALL BE COVERED WITH A FORD A-1 METER BOX COVER OR ENGINEER APPROVED EQUAL.
5. HDPE WATER SERVICES – INSTALL MAGNESIUM GROUNDING ANODE ROD, LOCATING WIRE, WIRE CONNECTORS, AND TIES PER SPECIFICATIONS.



CITY OF NORTH BRANCH

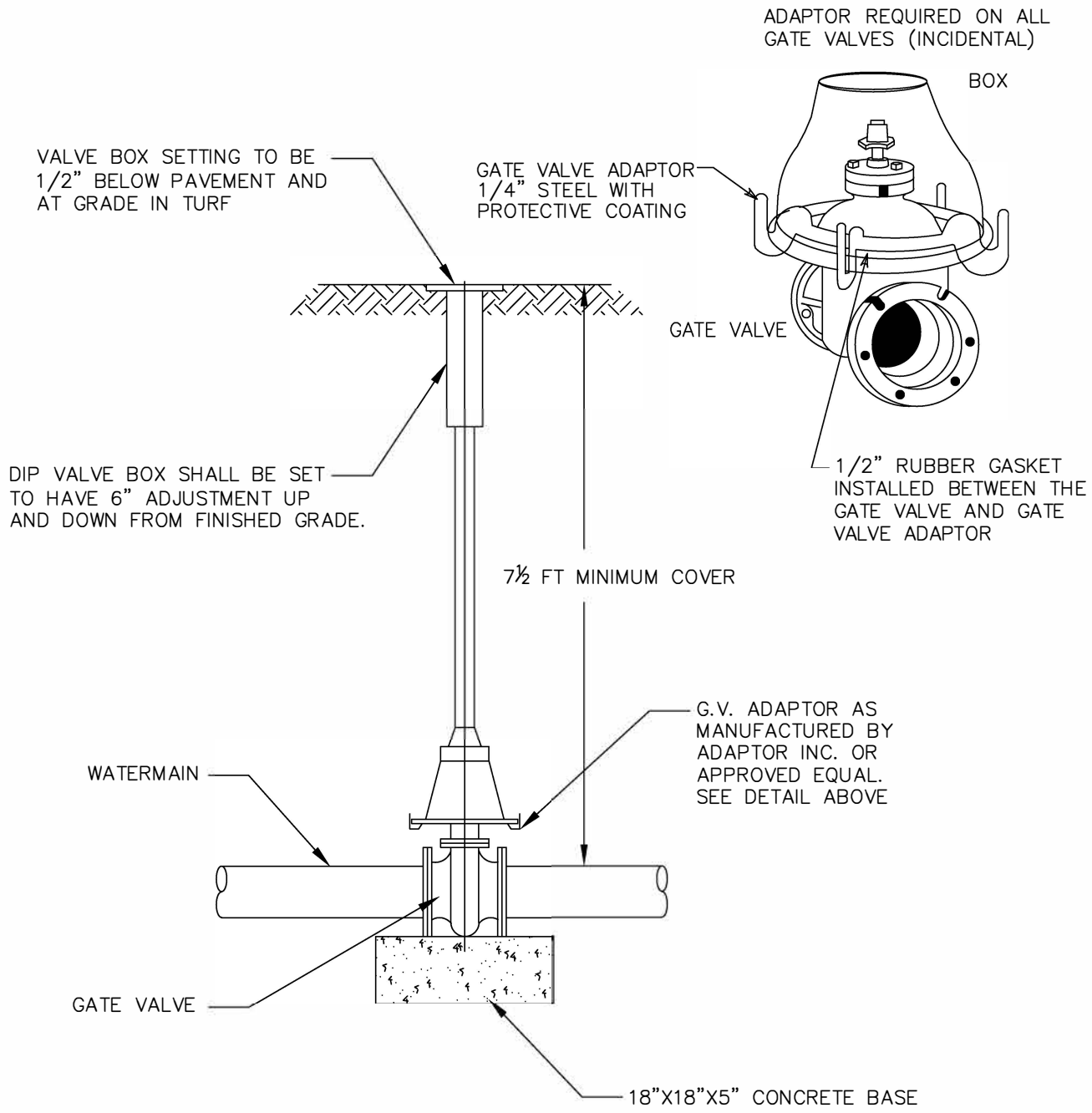
TYPICAL WATER SERVICE

NO SCALE

2024 - STANDARD DETAIL

DETAIL NO.

WM-002



NOTES:

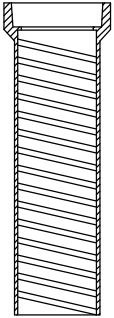
1. VALVE BOX INSERTS ARE NOT ALLOWED UNLESS APPROVED BY THE ENGINEER.
2. VALVE BOXES SHALL BE INSTALLED PLUMB AND SHALL ALLOW A 4" P.V.C. PIPE TO PASS ENTIRELY OVER THE GATE VALVE NUT AFTER INSTALLATION IS COMPLETE.
3. ALL VALVES SHALL BE TIED WITH 3/4" THREADED TIE RODS TO THE MAIN. MEGA LUGS MAY BE USED IN LIEU OF TIE RODS.
4. THE INITIAL & FINAL RAISING OF VALVE BOXES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
5. ROCK BEDDING FOR DRAINAGE SHALL BE INSTALLED AT GATE VALVE, AS DIRECTED BY THE ENGINEER.



DROP LID
Tyler

No. 6860

7.5' Minimum cover required
over top of water main.

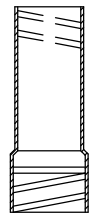


TOP
Tyler

No. 6860

26"

Adjust top to 1/2" below
grade. Box to be set to
provide 12" of adjustment.



EXTENSION
Tyler

No. 58

14"

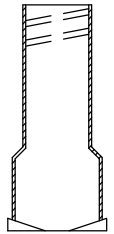
No. 59

18"

No. 60

24"

Tyler No. 6860
Gate valve box, screw type,
3 piece, 5 1/4" shaft, size
G box, 7'-6" extended,
#6 round base



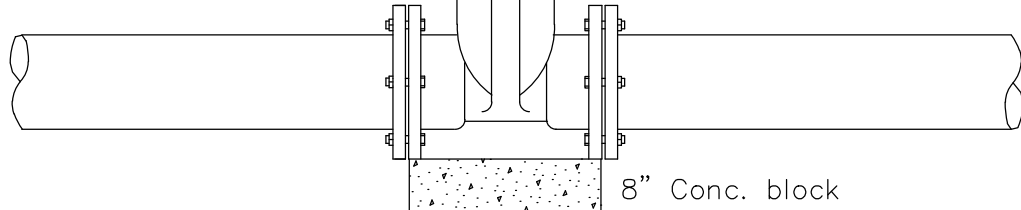
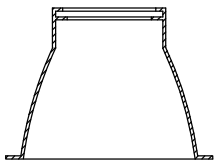
BOTTOM
Tyler

No. 6860

65"

Resilient Wedge Valve
Conforming to AWWA
C-509-80 standards

BASE



8" Conc. block



NORTH BRANCH

CITY OF NORTH BRANCH

BUTTERFLY VALVE
INSTALLATION

NO SCALE

2024 - STANDARD DETAIL

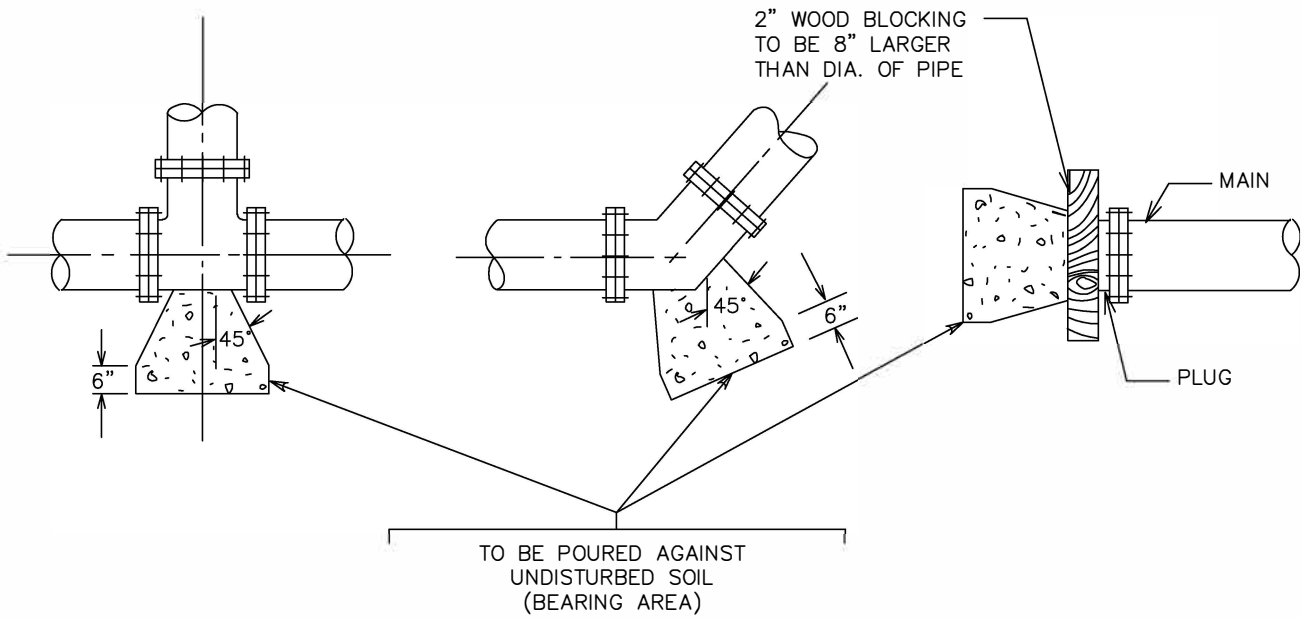
DETAIL NO.

WM - 004

TEE AND BEND

BEND

PLUG



PIPE SIZE	BEARING AREA
6"	4.0 SQ. FT.
8"	6.0 "
10" – 12"	12.0 "
16"	20.0 "

NOTE:

1. RETAINER GLANDS/MEGA LUGS ARE TO BE USED AS SPECIFIED AT ALL CHANGES IN DIRECTION, FITTINGS, AND VALVES.
2. THRUST BLOCKING TO BE USED FOR BENDS 22-1/2" AND OVER.
3. THRUST BLOCKING SHALL ONLY BE USED WHERE WORKING PRESSURES ARE LESS THAN 150 PSI.
4. COVER FITTINGS WITH POLYETHYLENE (4 MIL) PRIOR TO POURING CONCRETE.
5. CONCRETE SHALL HAVE 2500 PSI, 28 DAY STRENGTH.



NORTH BRANCH

CITY OF NORTH BRANCH

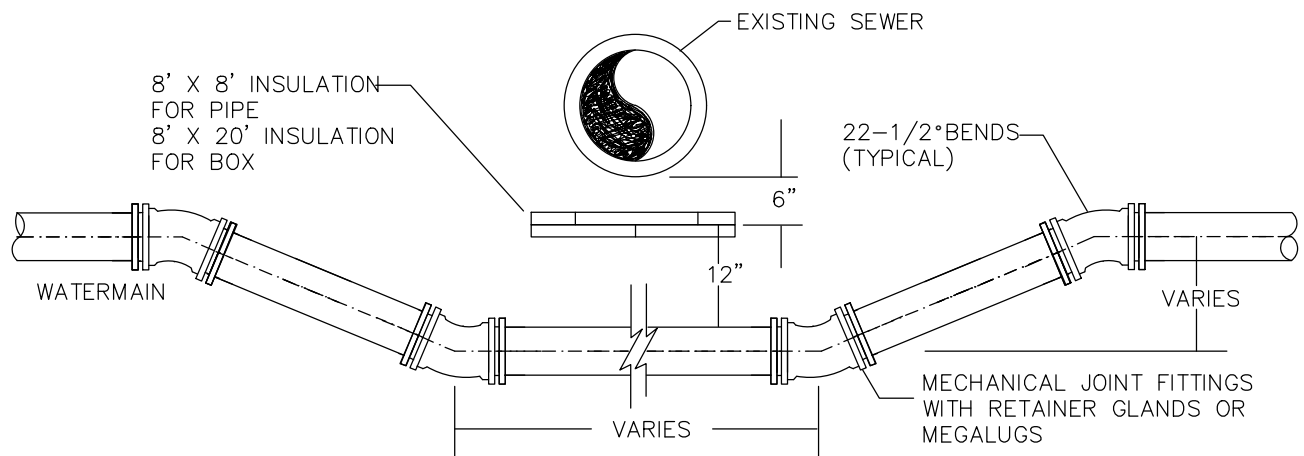
THRUST BLOCKING

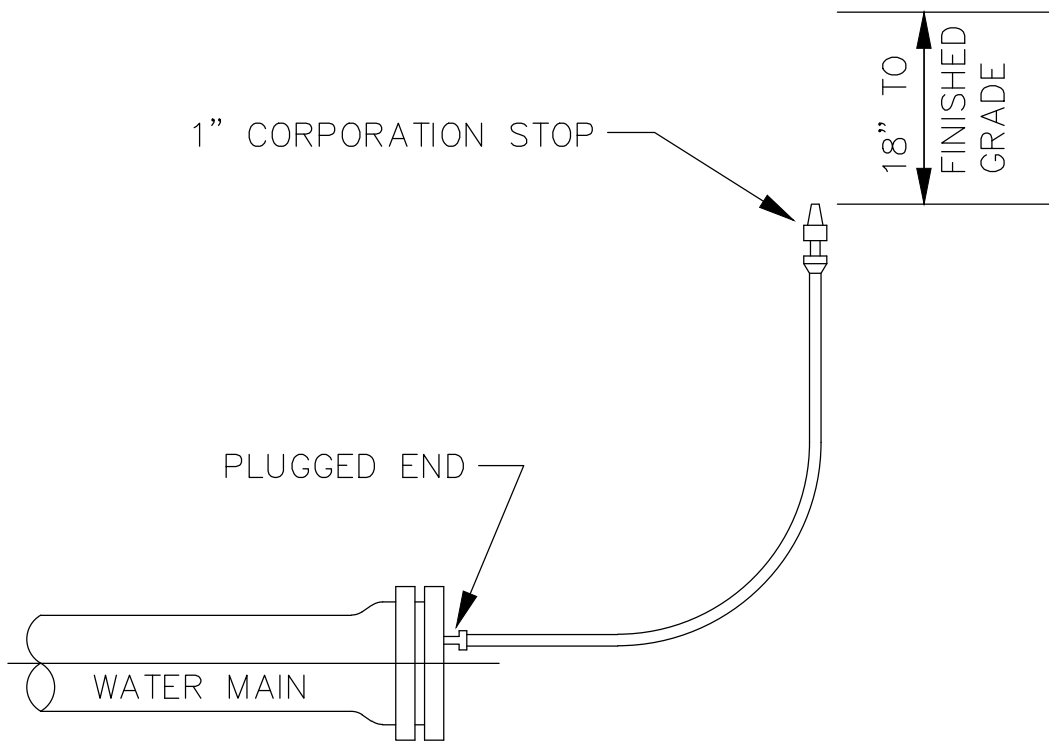
NO SCALE

2024 - STANDARD DETAIL

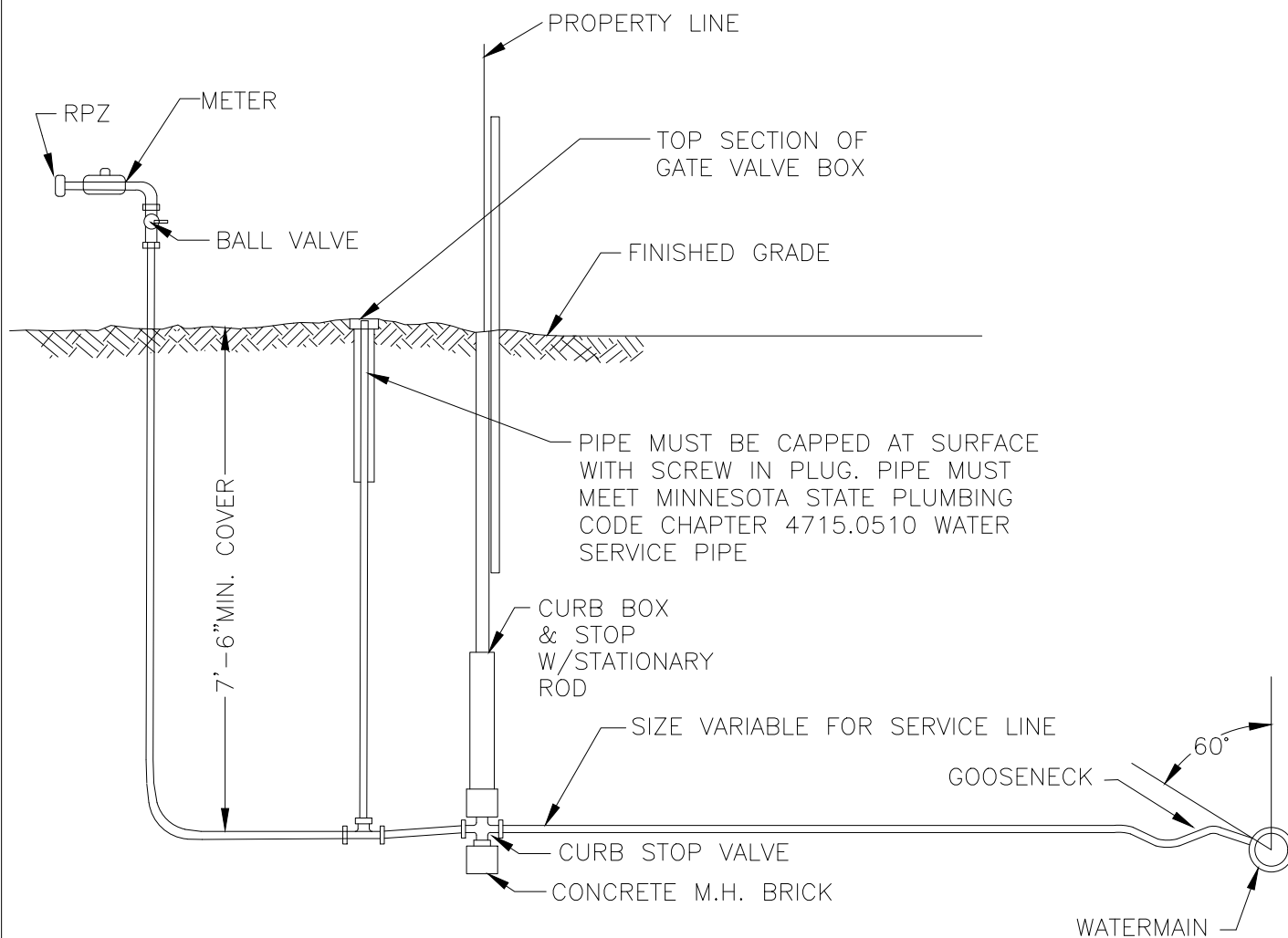
DETAIL NO.

WM-005





AFTER MEETING TEST REQUIREMENTS
THE AIR BLEED LINE SHALL BE
DISCONNECTED AT THE PLUG WITH
NO ADDITIONAL COMPENSATION.



NOTE:
 SERVICE TAP TO BE MADE SLIGHTLY ABOVE SPRING LINE
 SO THAT LOOP SHALL NOT EXTEND ABOVE MAIN.
 MAINTAIN 7'-6" MINIMUM COVER FOR ALL SERVICE LINES.
 SADDLES SHALL BE USED FOR ALL CONNECTIONS TO
 6" OR SMALLER DIAMETER WATERMAINS.

APPENDIX C

DUCTILE IRON MECHANICAL JOINT FITTINGS
AWWA C153 COMPACT FITTING WEIGHTS

Ductile Iron Mechanical Joint Fittings (Watermain Greater than 16" and Forcemain)

Weight in Pounds per AWWA C110/A21.10-03

BENDS (MJ-MJ)				
Size	90°	45°	22 1/2°	11 1/4°
4"	55	50	50	50
6"	85	75	75	75
8"	125	110	110	110
10"	190	155	160	160
12"	255	215	220	220
14"	340	270	275	275
16"	430	340	345	345
18"	545	420	430	430
20"	680	530	535	540
24"	1025	755	765	770

TEES (MJ-MJ)										
Size	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
4"	80									
6"	115	125								
8"	185	175	185							
10"	235	250	260	310						
12"	315	325	340	390	410					
14"		435	450	465	495	520				
16"		540	550	570	590	620	650			
18"		590	605	620	640	755	785	820		
20"		725	735	755	775	795	945	1140	1020	
24"		985	1000	1020	1030	1055	1075	1400	1450	1535

CROSSES (MJ-MJ)										
Size	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
4"	105									
6"	140	160								
8"	185	205	235							
10"	260	285	310	380						
12"	340	360	385	460	495					
14"		475	500	540	585	635				
16"		575	605	645	685	735	790			
18"		625	655	685	725	870	930	995		
20"		760	790	820	860	905	1085	1155	1230	
24"		1025	1045	1085	1110	1155	1200	1590	1675	1835

REDUCERS (MJ-MJ)										
Size	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
6"	60									
8"	80	95								
10"	105	115	135							
12"	135	150	165	190						
14"		190	210	230	255					
16"		230	250	280	305	335				
18"			295	325	350	380	415			
20"				375	405	430	470	510		
24"					550	575	615	660	705	

SOLID SLEEVES (MJ)			
Size		Short	Long
4"		35	45
6"		45	65
8"		65	85
10"		85	115
12"		110	145
14"		150	195
16"		180	235
18"		215	285
20"		240	325
24"		320	425

CAPS (MJ) FLAT		
Size		
4"	15	
6"	25	
8"	45	
10"	60	
12"	80	
14"	120	
16"	155	
18"	195	
20"	240	
24"	345	

PLUGS (MJ) FLAT	
Size	
4"	15
6"	25
8"	45
10"	65
12"	85
14"	115
16"	145
18"	185
20"	225
24"	335

NOTE:

When possible DO NOT use 90° bends. Use (2) 45° bends whenever possible.

Ductile Iron Mechanical Joint Compact Fittings

Weight in Pounds per AWWA C153

BENDS (MJ-MJ)				
Size	90°	45°	22 1/2°	11 1/4°
4"	25	22	18	16
6"	39	32	31	30
8"	57	46	46	42
10"	89	70	64	58
12"	108	86	80	67
14"	210	160	136	93
16"	264	202	172	148
18"	335	250	255	205
20"	400	305	310	245
24"	565	405	412	315

NOTE:

DO NOT use 90° bends.

Use (2) 45° bends.

TEES (MJ-MJ)										
Size	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
4"	32									
6"	46	56								
8"	60	72	86							
10"	78	90	105	120						
12"	94	110	125	140	160					
14"	172	182	206	228	234	280				
16"		228	248	264	280	316	322			
18"		275	295	315	335	380	405	435		
20"		315	345	370	395	440	465	505	535	
24"		415	445	470	500	550	580	625	660	720

CROSSES (MJ-MJ)										
Size	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
4"	40									
6"	68	75								
8"	90	108	105							
10"	98	118	138	145						
12"	100	140	162	190	213					
14"	162	181	259	223	244	299				
16"		250	289	345	397	333	385			
18"		260	282	308		384		630		
20"		306	341	370	392	451	634	547	605	
24"		403	431	465	494	553	714		809	830

REDUCERS (MJ-MJ)										
Size	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
6"	32									
8"	43	54								
10"	61	64	62							
12"	82	85	82	82						
14"		108	104	100	100					
16"		136	132	128	125	140				
18"		194	196	185	190	190	196			
20"				225	210	208	225	233		
24"					310	315	324	312	315	

SOLID SLEEVES (MJ)		
Size	Short	Long
4"	17	20
6"	28	33
8"	38	46
10"	49	62
12"	56	76
14"	111	140
16"	123	170
18"	160	200
20"	195	255
24"	225	335

CAPS (MJ) FLAT	
Size	
4"	9
6"	15
8"	22
10"	32
12"	42
14"	66
16"	92
18"	114
20"	125
24"	166

PLUGS (MJ) FLAT	
Size	
4"	10
6"	16
8"	26
10"	36
12"	46
14"	75
16"	95
18"	121
20"	135
24"	175

APPENDIX D

RECORD DRAWINGS/AS-BUILT INFORMATION

CITY OF NORTH BRANCH
CONSTRUCTION DRAWING “AS-BUILTS” – FORMAT STANDARDS

General Requirements:

1. 3 – Sets 11" x 17" paper drawings
 1 – Set 22" x 34" mylar drawings
 1 – Set 22" x 34" paper drawings
 1 – Set electronic .PDF files for all plan sheets (export each sheet from CAD file and name files corresponding sheet name and number).
 1 – Electronic file with x,y,z coordinates for all curb stops, hydrants, gate valves and manholes.
 1 – Utility, Drainage, Ponds and Grading As-Builts (CAD file)
2. All curb stop boxes, gate valves and manholes/catch basins outside the roadway shall be tied with at least two ties, under 100', using the following priority:
 - A. Fire hydrant
 - B. Storm or sanitary manhole
 - C. Catch basin
 - D. Gate valves
 - E. Corners of existing houses or buildings
 - F. Streetlight (get streetlight number)
 - G. Telephone or power pole
 - H. Electric, telephone or cable pedestal
3. Show service information by lot and block. Follow this example:

 Lot 4, Blk 5
 Curb Stop
 37.5' to SSMH 3005
 83.2' to HYD 5+46
 San. Serv. Inv. = 963.52
4. Show TNH elevations at **all hydrants visible** on every sheet.
5. All planned elevation and pipe lengths shall be crossed out and replaced with “as-built” elevations.
6. Show all sewer and water stub locations and elevations.
7. Include pavement section and street widths on all street plan and profile sheets.
8. Street names shall be clearly labeled on all sheets.
9. Show easements and widths where applicable.
10. Orientate all lot and block numbers to face viewer.
11. Remove all clutter from sheets (example: survey/topo coordinates, revision clouds, ghosted existing wetlands, removals).
12. Provide statement of verification from surveyor that proper monumentation has been set at all lot corners as required by state statute.

APPENDIX E

CONSTRUCTION STORMWATER INSPECTION CHECKLIST

Construction stormwater inspection checklist

Construction Stormwater Program

Doc Type: Permitting Checklist

Note: This inspection checklist is an option for small construction sites. Large construction sites and linear projects require more extensive/more location specific inspection requirements. This inspection report does not address all aspects of the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Construction Stormwater Permit (Permit) issued on August 1, 2018. The completion of this checklist does not guarantee that all permit requirements are in compliance; it is the responsibility of the Permittee(s) to read and understand the permit requirements.

Facility information

Site name: _____
 Site address: _____ Permit number: _____
 City: _____ State: _____ Zip code: _____

Inspection information

Inspector name: _____ Phone number: _____

Organization/Company name: _____

Date (mm/dd/yyyy): _____ Time: _____ ☐ am ☐ pm

Is the inspector trained in sediment and erosion control and is it documented in the Stormwater Pollution Prevention Plan (SWPPP)?
☐ Yes ☐ No

Is this inspection routine or in response to a storm event: ☐ 7 day ☐ Rain

Rainfall amount (if applicable): _____

Is site within one aerial mile of special or impaired water that can potentially receive discharge from the site? ☐ Yes ☐ No

If yes, follow Section 23 and other applicable permit requirements.

Note: If NA is selected at any time, specify **why** in the comment area for that section.

Erosion prevention requirements (Section 8.1)

	Yes	No	NA
1. Are soils stabilized where no construction activity has occurred for 14 days (including stockpiles)? (7 days where applicable, or 24 hours during Minnesota Department of Natural Resources [DNR] Fish Spawning restrictions)	☐	☐	☐
2. Has the need to disturb steep slopes been minimized?	☐	☐	☐
3. If steep slopes are disturbed, are stabilization practices designed for steep slopes used?	☐	☐	☐
4. All ditches/swales stabilized 200' back from point of discharge or property edge within 24 hours? (Mulch, hydromulch, tackifier, or similar best management practices [BMPs] are not acceptable in ditches/swales if the slope is greater than 2%)	☐	☐	☐
5. Do pipe outlets have energy dissipation (within 24 hours of connection)?	☐	☐	☐
6. Is construction phasing being followed in accordance with the SWPPP?	☐	☐	☐
7. Are areas not to be disturbed marked off (flags, signs, etc.)?	☐	☐	☐

Comments:

Sediment control requirements (Section 9.1))

	Yes	No	NA
1. Are perimeter sediment controls installed properly on all down gradient perimeters?	☐	☐	☐
2. Are appropriate BMPs installed protecting inlets, catch basins, and culvert inlets?	☐	☐	☐
3. Is a 50 foot natural buffer preserved around all surface waters during construction?	☐	☐	☐
If No, have redundant sediment controls been installed?	☐	☐	☐
4. Do all erodible stockpiles have perimeter control in place?	☐	☐	☐
5. Is there a temporary sediment basin on site, and is it built as required in Section 14 of the permit?	☐	☐	☐
6. Is soil compaction being minimized where not designed for compaction?	☐	☐	☐
7. Is topsoil being preserved unless infeasible?	☐	☐	☐
8. If chemical flocculants are used, is there a chemical flocculant plan in place?	☐	☐	☐

Comments:

Maintenance and inspections (Section 11)

	Yes	No	NA
1. Are all previously stabilized areas maintaining ground cover?	☐	☐	☐
2. Are perimeter controls maintained and functioning properly, sediment removed when one-half full?	☐	☐	☐
3. Are inlet protection devices maintained and adequately protecting inlets?	☐	☐	☐
4. Are the temporary sediment basins being maintained and functioning properly?	☐	☐	☐
5. Are vehicle tracking BMPs at site exists in place and maintained and functioning properly?	☐	☐	☐
6. Is all tracked sediment being removed within 24 hours?	☐	☐	☐
7. Have all surface waters, ditches, conveyances, and discharge points been inspected?	☐	☐	
8. Were any discharges seen during this inspection (i.e., sediment, turbid water, or otherwise)?	☐	☐	

If yes, record the location of all points of discharge. Photograph and describe the discharge (size, color, odor, foam, oil sheen, time, etc.). Describe how the discharge will be addressed. Was the discharge a sediment delta? If yes, will the delta be recovered within seven days and in accordance with item 11.5 of the permit?

Comments:

Pollution prevention (Section 12)

	Yes	No	NA
1. Are all construction materials that can leach pollutants under cover or protected?	☐	☐	☐
2. Are hazardous materials being properly stored?	☐	☐	☐
3. Are appropriate BMPs being used to prevent discharges associated with fueling and maintenance of equipment or vehicles?	☐	☐	☐
4. Are all solid wastes being properly contained and disposed of?	☐	☐	☐
5. Is there a concrete/other material washout area on site and is it being used?	☐	☐	☐
6. Is the concrete washout area marked with a sign?	☐	☐	☐
7. Are the concrete/other material washout areas properly maintained?	☐	☐	☐

Comments:

Other

	Yes	No	NA
1. Is a copy of the SWPPP, inspection records, and training documentation located on the construction site, or can it be made available within 72 hours?	☐	☐	☐
2. Has the SWPPP been followed and implemented on site, and amended as needed?	☐	☐	☐
3. Is any dewatering occurring on site?	☐	☐	☐
If yes, what BMPs are being used to ensure that clean water is leaving the site and the discharge is not causing erosion or scour?			
4. Will a permanent stormwater management system be created for this project if required and in accordance with Section 15 of the permit (if adding an acre or more of new impervious surface)?	☐	☐	☐
If yes, describe:			
5. If infiltration/filtration systems are being constructed, are they marked and protected from compaction and sedimentation?	☐	☐	☐
6. Description of areas of non-compliance noted during the inspection, required corrective actions, and recommended date of completion of corrective actions:			

7. Proposed amendments to the SWPPP:

8. Potential areas of future concern:

9. Additional comments:

Disclosures:

- After discovery, the permit requires many of the deficiencies that may be found on site be corrected within a specified period of time. See permit for more details.
- The Permittee(s) is/are responsible for the inspection and maintenance of temporary and permanent water quality management BMPs as well as erosion prevention and sediment control BMPs until another Permittee has obtained coverage under this Permit according to Section 3, or the project has met the termination conditions of the permit and a Notice of Termination has been submitted to the Minnesota Pollution Control Agency.

APPENDIX F
TRACER WIRE SPECIFICATION GUIDE

Sewer/Water Utility - Trace Wire Specification

Materials

General

All trace wire and trace wire products shall be domestically manufactured in the U.S.A.

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked.

Trace wire

- **Open Trench** - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Directional Drilling/Boring** - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Trace wire – Pipe Bursting/Slip Lining** - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

Connectors

- All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- **Direct bury wire connectors** – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- Non locking friction fit, twist on or taped connectors are prohibited.

Termination/Access

- All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded.
- A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

This Standard specification was prepared by Joe Rubbelke (joe.rubbelke@gmail.com), Jeff Dale (jeff.dale@mrwa.com) and Frank Stuemke (frank.stuemke@mrwa.com), and is a work-in-progress, intended for redistribution, modification and immediate use by any municipality (March 2014). The end user must accept all liabilities and hold harmless the contributors of this information.

Sewer/Water Utility - Trace Wire Specification

- **Service Laterals on public property** - Trace wire must terminate at an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- **Service Laterals on private property** - Trace wire must terminate at an approved above-ground trace wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground trace wire access box, located within 2 linear feet of the building being served by the utility.
- **Hydrants** – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- **Long-runs, in excess of 500 linear feet without service laterals or hydrants** - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

Grounding

- Trace wire must be properly grounded at all dead ends/stubs
- Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose, and buried at the same elevation as the utility.
- When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in a direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

Installation

General

- Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.

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Sewer/Water Utility - Trace Wire Specification

- Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire, and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- Trace wire must be properly grounded as specified.
- Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Sanitary Sewer System

- A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.
- Trace wire on all sanitary service laterals must terminate at an approved trace wire access box color coded green and located directly above the service lateral at the edge of road right of way.

Water System

- A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- Above-ground tracer wire access boxes will be installed on all fire hydrants.
- All conductive and non-conductive service lines shall include tracer wire.

This Standard specification was prepared by Joe Rubbelke (joe.rubbelke@gmail.com), Jeff Dale (jeff.dale@mrwa.com) and Frank Stuemke (frank.stuemke@mrwa.com), and is a work-in-progress, intended for redistribution, modification and immediate use by any municipality (March 2014). The end user must accept all liabilities and hold harmless the contributors of this information.

Sewer/Water Utility - Trace Wire Specification

Storm Sewer System

This section shall be included at the discretion of the facility owner.

- If the storm sewer system includes service laterals for connection of private drains and tile lines, it shall be specified the same as a sanitary sewer application.
- Lay mainline trace wire continuously, by-passing around the outside of manholes/structure on the North or East side.

Prohibited Products and Methods

The following products and methods shall not be allowed or acceptable

- Uninsulated trace wire
- Trace wire insulations other than HDPE
- Trace wires not domestically manufactured
- Non locking, friction fit, twist on or taped connectors
- Brass or copper ground rods
- Wire connections utilizing taping or spray-on waterproofing
- Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- Trace wire wrapped around the corresponding utility
- Brass fittings with trace wire connection lugs
- Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- Connecting trace wire to existing conductive utilities

Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.

Continuity testing in lieu of actual line tracing shall not be accepted.

Sewer/Water Utility - Trace Wire Specification

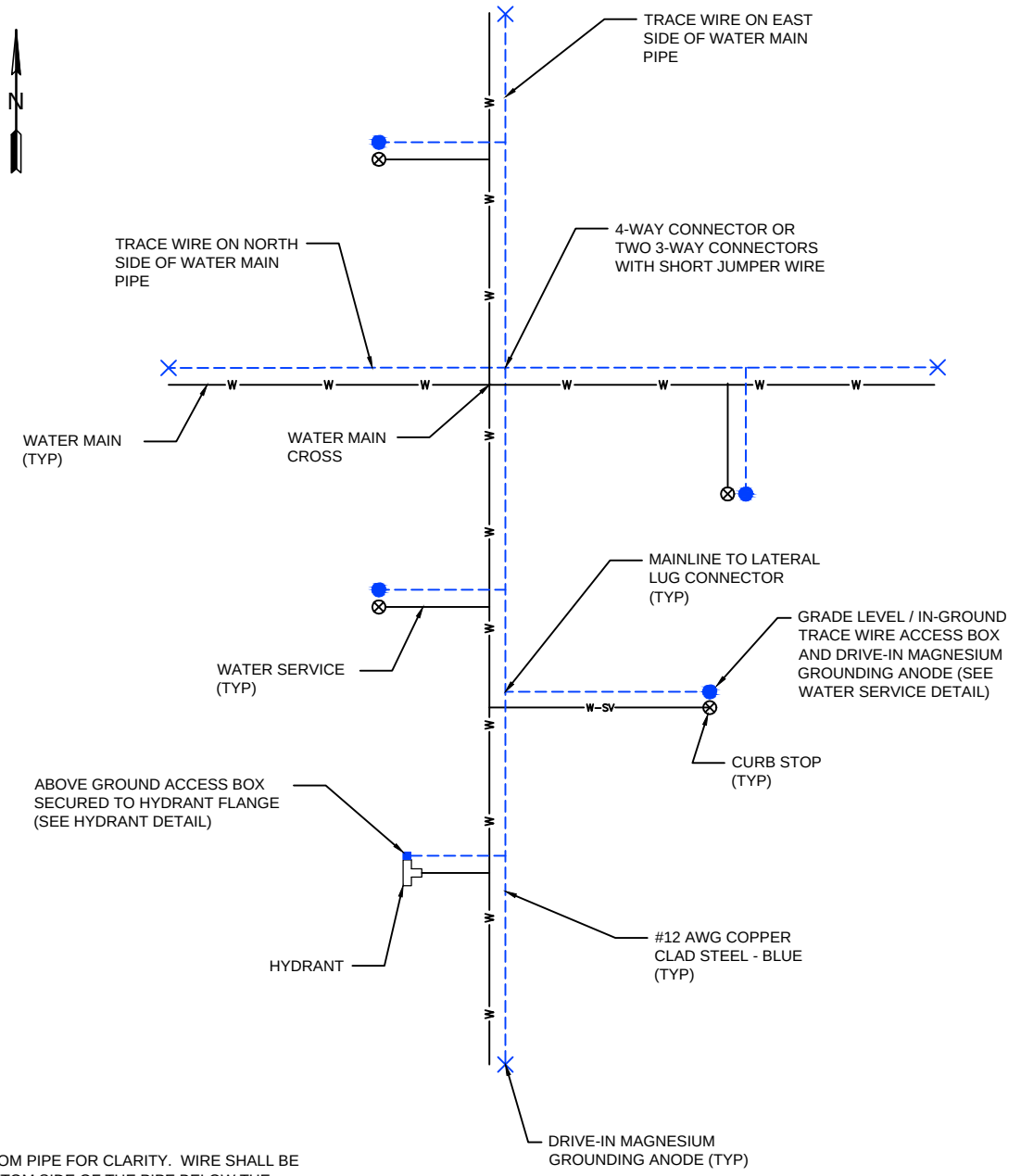
Products

The following products have been deemed acceptable and appropriate. These products are a guide only to help you choose the correct applications for your tracer wire project.

- Copper clad Steel (CCS) trace wire
 - o Open Trench – Copperhead #12 High Strength part # 1230*-HS**
 - o Directional Drilling/Boring - Copperhead Extra High Strength part # 1245*-EHS**
 - o Pipe Bursting/Slip Lining – Copperhead SoloShot Extreme Strength 7 x 7 Stranded part # PBX-50*-**
 - * Denotes color: B=Blue, G=Green, P=Purple
 - **Denotes spool size. 500' 1000' 2500'
- Connectors
 - o Copperhead 3-way locking connector part # LSC1230*
 - o DryConn 3- way Direct Bury Lug: Copperhead Part # 3WB-01
- Termination/Access
 - o Non-Roadway access boxes applications: Trace wire access boxes Grade level Copperhead adjustable lite duty Part # LD14*2T-SW
 - o Concrete / Driveway access box applications: Trace wire access boxes Grade level Copperhead Part # CD14*2T-SW
 - o Fire hydrant trace wire access box applications: Above ground two terminal Cobra Test Station, part# T2-*-FLPKG
- Grounding
 - o Drive in Magnesium Anode: Copperhead Part # ANO-12 (1.5 lb)

Manufacture product options:

The information provided by Copperhead Industries gives you product options to help you choose the correct wire – termination/access points – connectors and grounding products. Other manufactures provide these products; this information is only a guide.



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

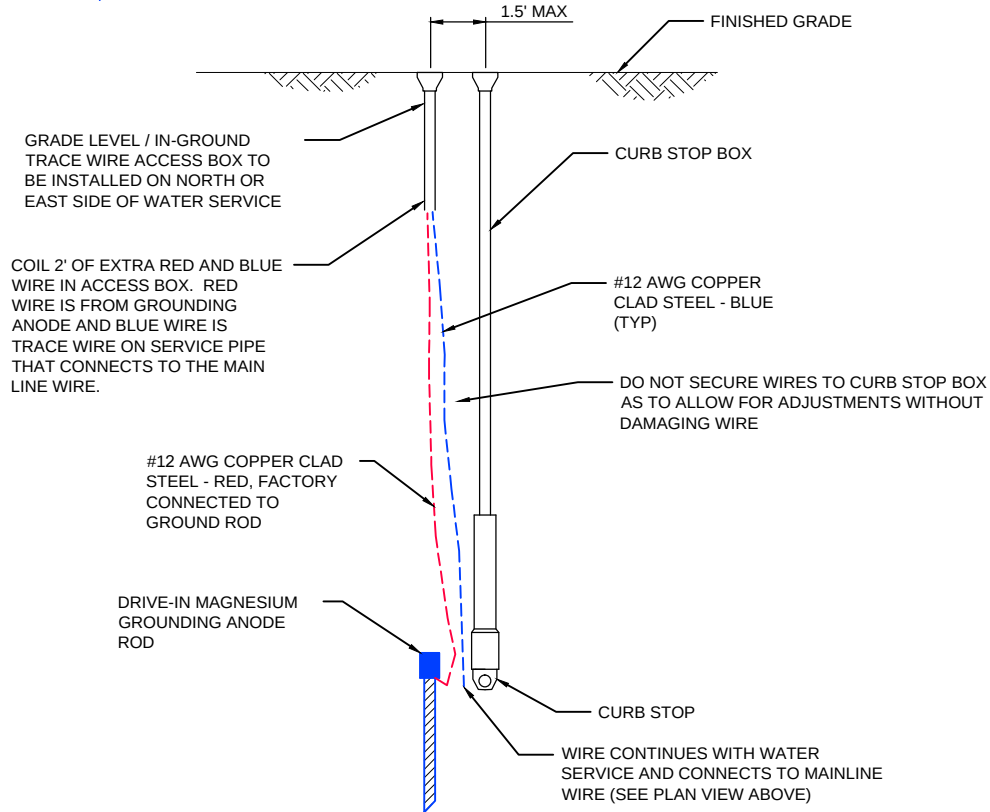
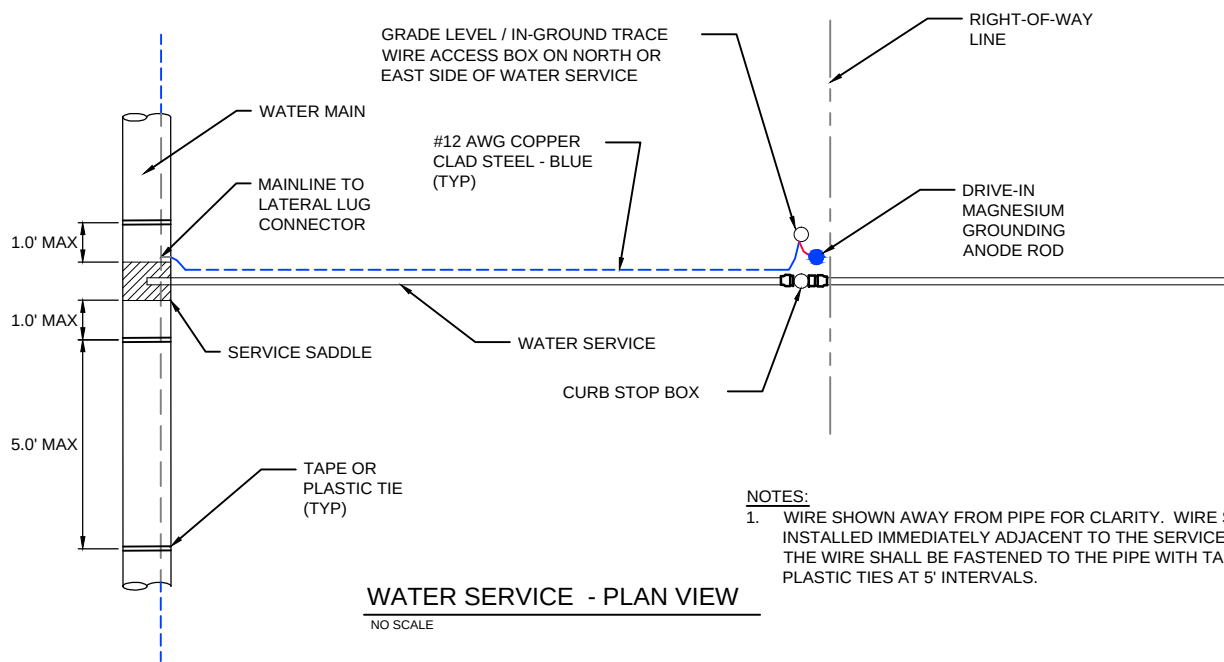
NO SCALE



MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
SAMPLE WATER PLAN

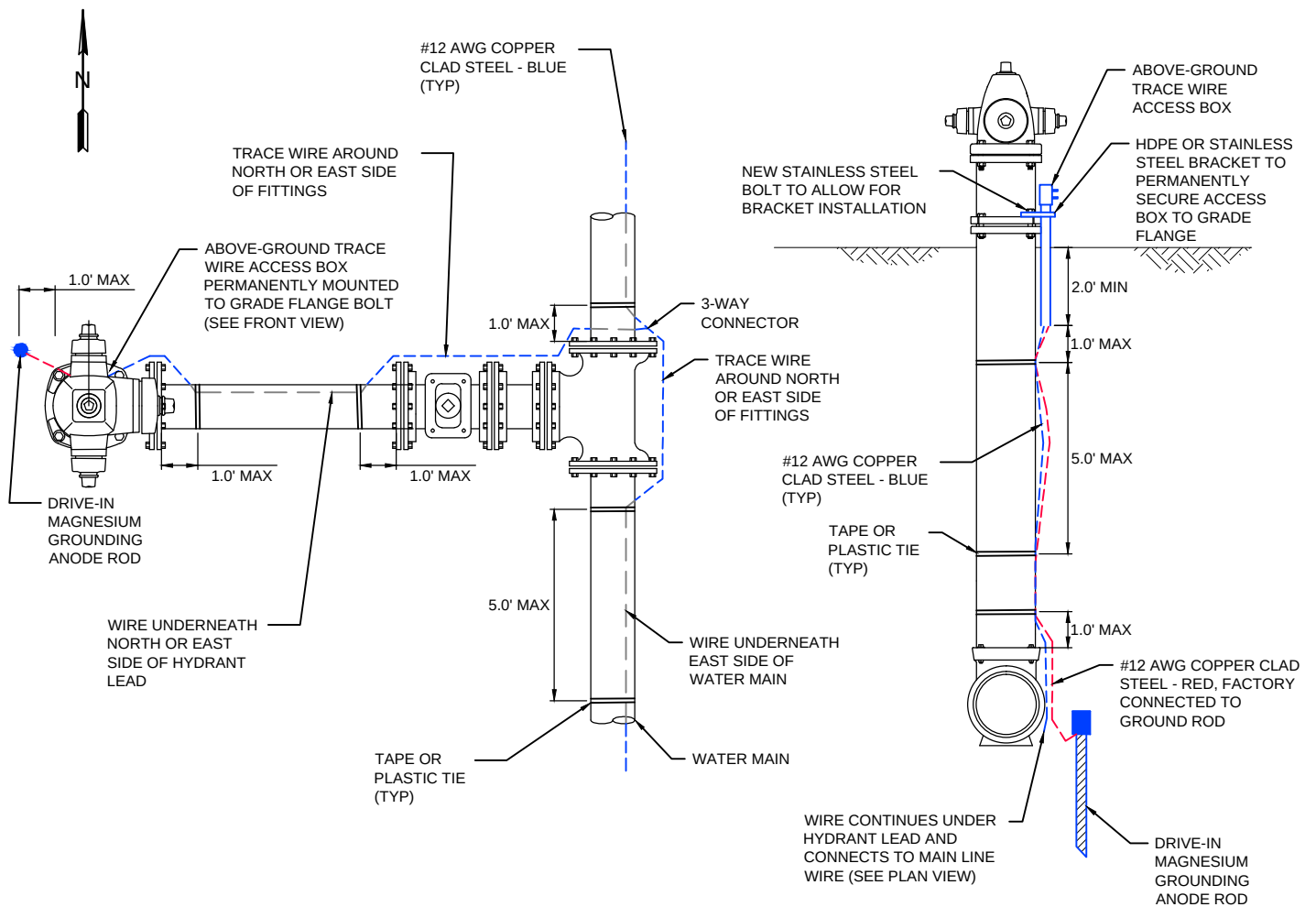
May 28, 2014



MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
WATER SERVICE DETAIL

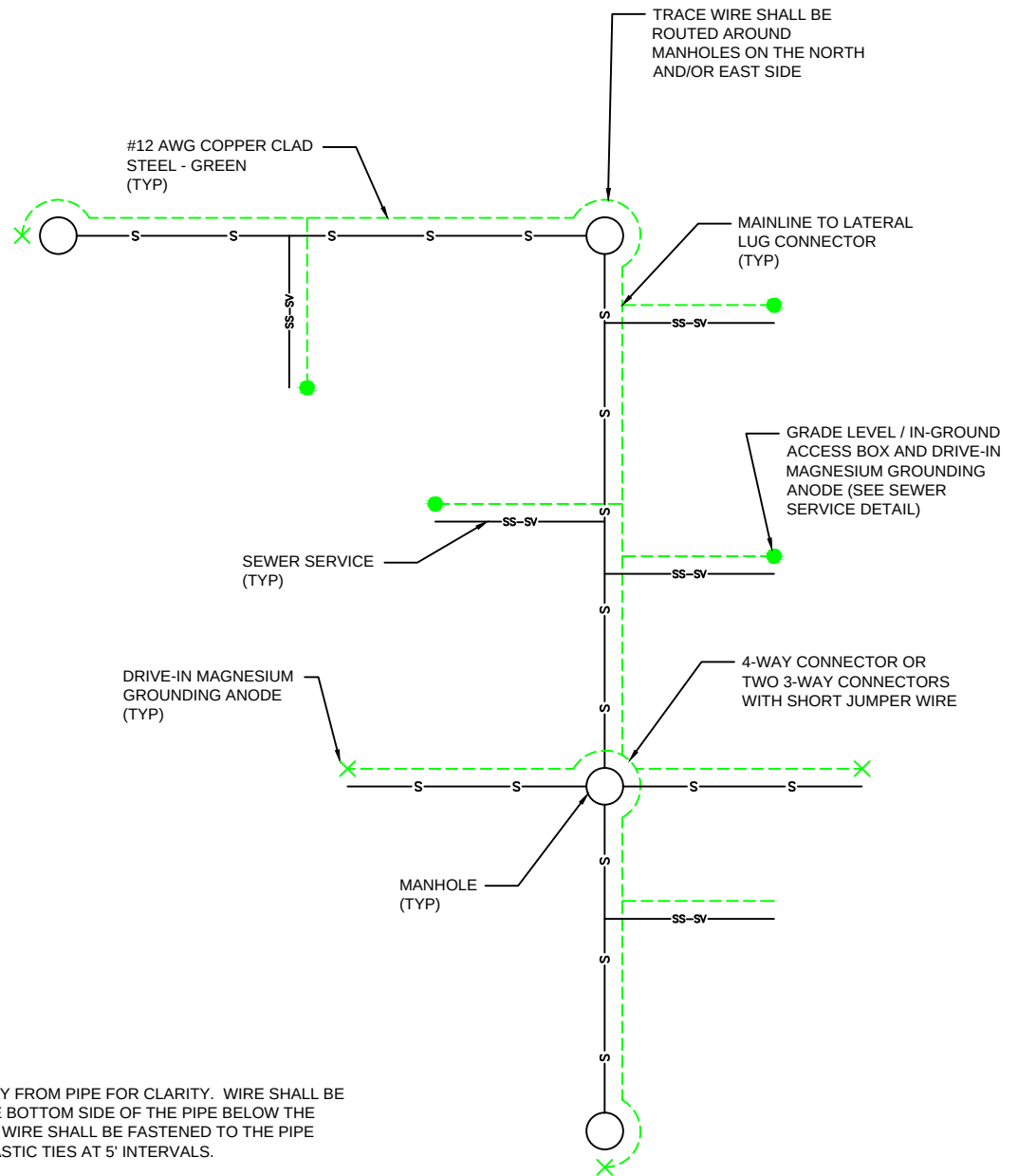
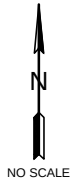
May 28, 2014



MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
HYDRANT DETAIL

May 28, 2014



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (SEWER)

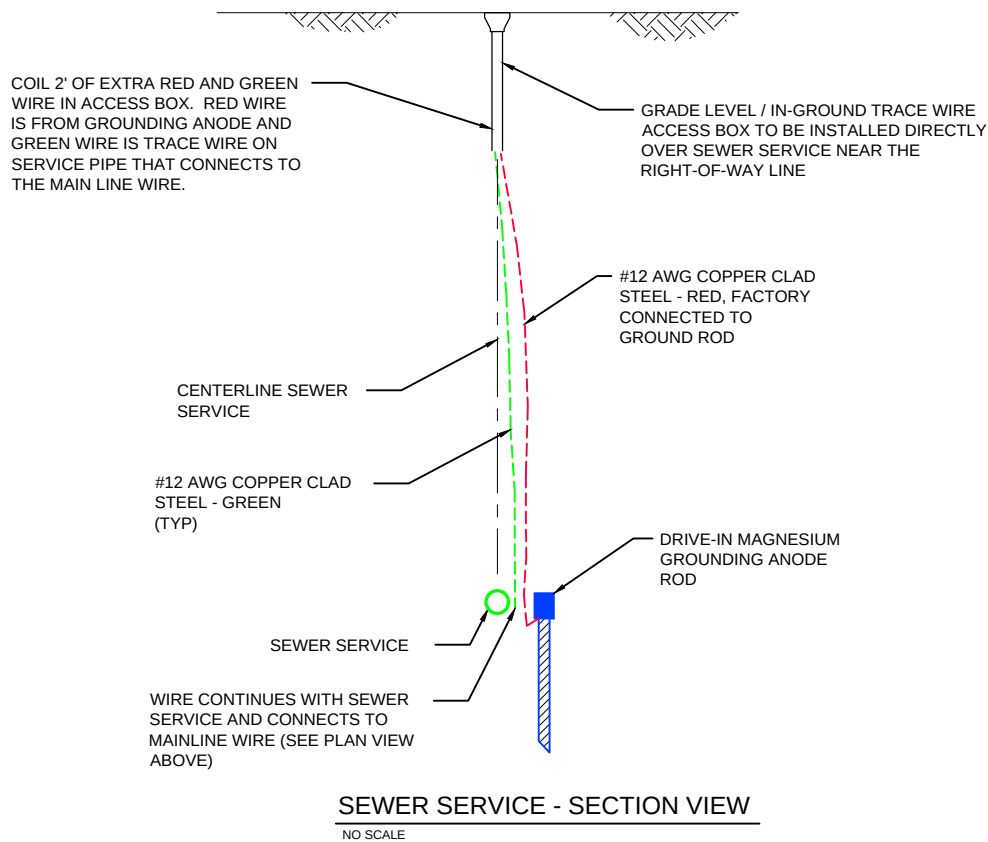
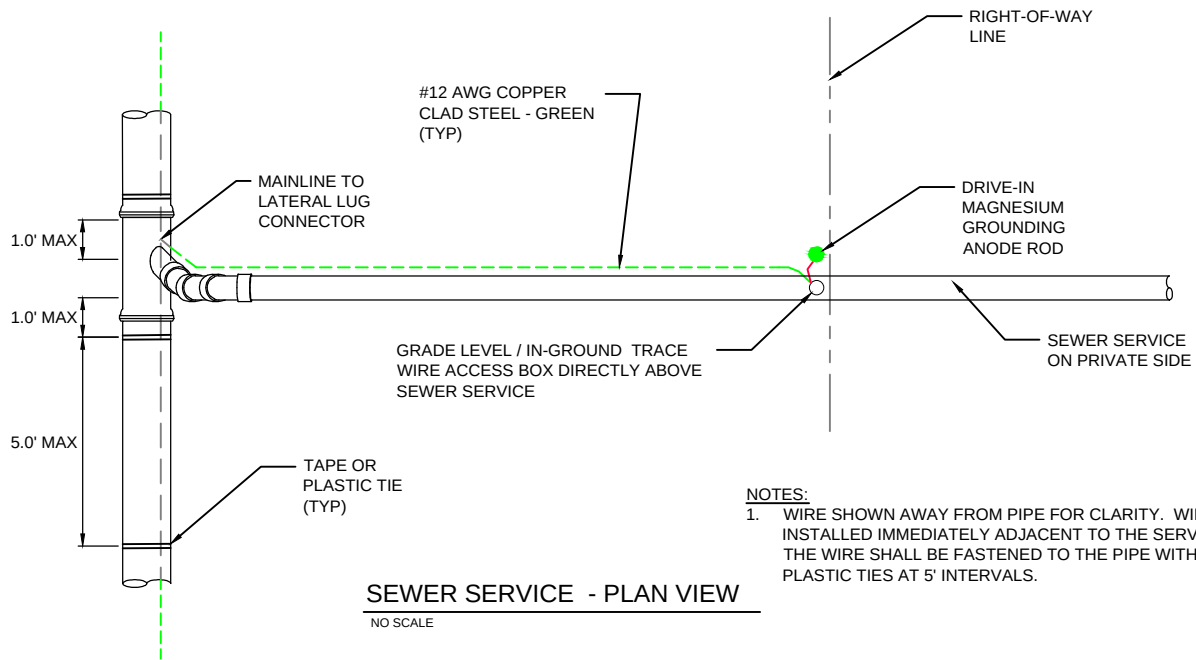
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MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
SAMPLE SEWER PLAN

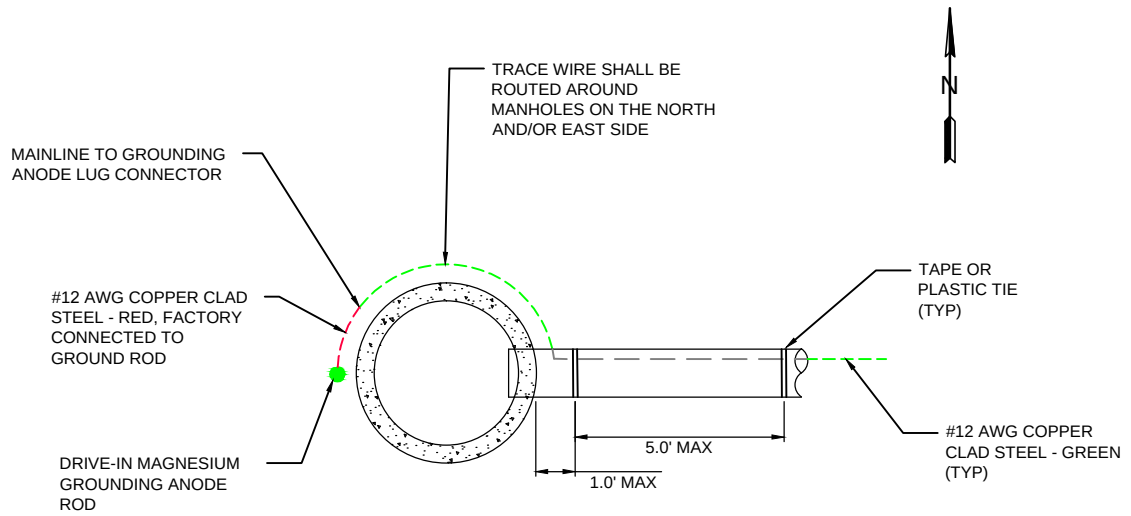
May 28, 2014



MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

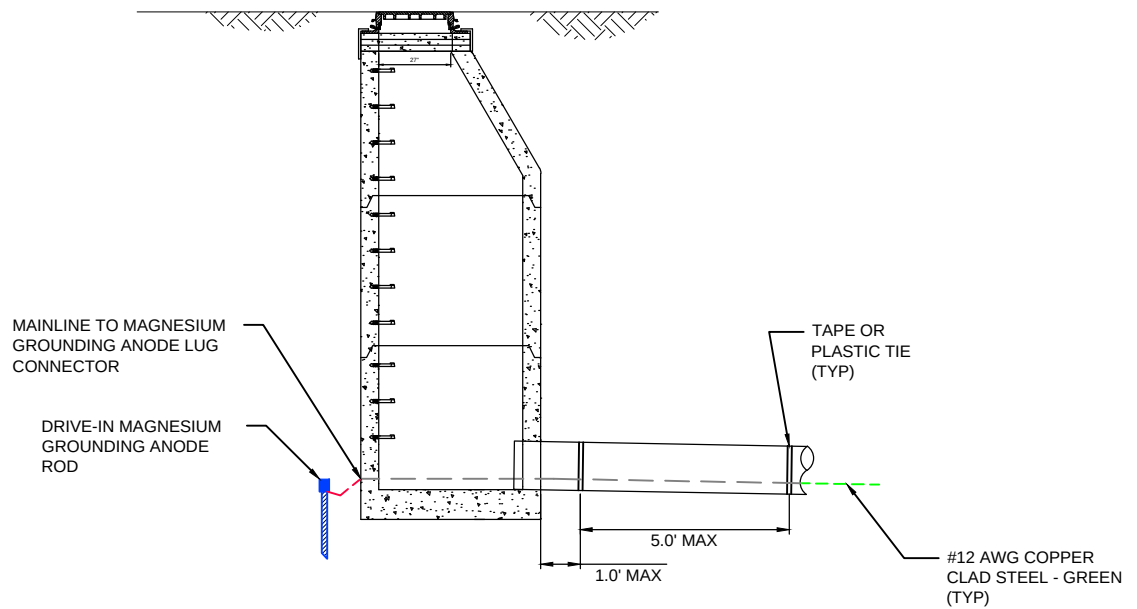
TRACE WIRE
SEWER SERVICE DETAIL

May 28, 2014



SEWER MANHOLE - PLAN VIEW

NO SCALE



SEWER MANHOLE - SECTION VIEW

NO SCALE



MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
SEWER MANHOLE DETAIL

May 28, 2014



Prepared By:
Shawn Williams, Public Works Director
Presenter: Shawn Williams, Public Works Director
Date: 04/05/2024

Board & Commission: City Council

Subject: Approve Resolution R-34-2024, 2024 Road Chloride Bid Approval

The City has approximately 33 miles of gravel roads to maintain. To assist with the maintenance of them, chloride is applied as a means to extend the life of the road gravel by keeping the “fines from a gravel test radion found in the #200 sieve in place”. The fines are known as the binder material in the gravel gradation that keep the gravel surface intact. This has been proven to extend the life of the gravel and reduce overall grading and maintenance costs for gravel roads. The application rate may vary depending on the residual carry over from the previous year. An example is a “fog” or light application (half application rate .15 gal/sq./yd.) may be used on a road with good carry over which will allow for a second application on the same road later during the summer. The original cost per mile is the same, however adjusting the application rate just allows better performance of the product and the surface road conditions to be smoother longer. Chloride not only reduces the amount of dust, a benefit to the abutting property owner if they live on a gravel road. The end result is that chloride prolongs the life of the gravel, reduces road maintenance costs, and lastly improves the safety for the traveling public by reducing dust and improving visibility on these high-traffic roadways.

Listed below are the three bids I have received for chloride to be applied at the rate of .15 to .18/gallons per square yard 18’ wide to the referenced roadways. This is a joint bid for the City and North Branch Township, and Sunrise Township which increases our volume based purchasing to get a better pricing based on economies of scale.

My recommendation is to approve the low bid from Envirotech for the amount of \$1.48/gallon. They have been the dominant bidder over years as they specialize in this product.

Envirotech Inc. Randolph, MN	\$1.48/gallon
Crow River Construction, New London, MN	\$1.58/gallon
Knife River Inc. St. Cloud, MN	\$1.549/gallon

For reference information the 2023 bid was, only 1 received:
Envirotech Inc. Randolph, MN *\$1.32/gallon*

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-34-2024

**RESOLUTION OF THE CITY OF NORTH BRANCH, NORTH BRANCH, MINNESOTA
APPROVING THE 2024 CHLORIDE BID**

WHERE AS, bids were advertised in our official newspaper for the application of calcium chloride 38% on various gravel roads within the city limits of North Branch as a form of road maintenance to preserve gravel through stabilization.

WHEREAS, three bids were received and the low bid was received, and it was from Envirotech Inc. in the amount of \$1.48/gallon.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF NORTH
BRANCH, MINNESOTA**, awards the 2024 calcium chloride bid to Envirotech Inc. in the amount of \$1.48/gallon applied on the city's gravel roads as outlined in said published bid.

P.O. Box 1306
St. Cloud, MN 56302-1306

March 21, 2024

City of North Branch
Clerk's Office
Ragini Varma
Deputy City Clerk
651-277-5228
raginiv@ci.north-branch.mn.us

RE: 2024 Dust Control Bid

Knife River is pleased to quote the following:

Furnish and Spray approx. 155,000 Gal of 38% Calcium Chloride Solution on various roads for the City and Townships. Complete price of - \$1.549 per gallon.



Knife River Corporation – North Central

City of North Branch Official

***Mechanic's Lien's – Contractor's Notice**

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due to them from us until 120 days after completion of improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

***Terms: Payment due upon completion.**



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Knife River Corporation - North Central
4787 Shadow Wood Drive NE
Sauk Rapids, MN 56379

OWNER:

(Name, legal status and address)

City of North Branch
6408 Elm Street
North Branch, MN 55056

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Calcium Chloride Gravel Road Application

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of April, 2024.


(Witness)

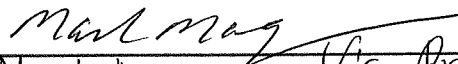

(Witness)

Knife River Corporation - North Central

(Contractor as Principal)

(Seal)

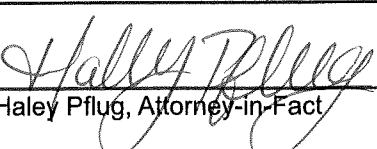
By:


(Title) Mark Magnuson, Vice President

Liberty Mutual Insurance Company

(Surety)

By:


(Title) Haley Pflug, Attorney-in-Fact



Corporate Acknowledgment

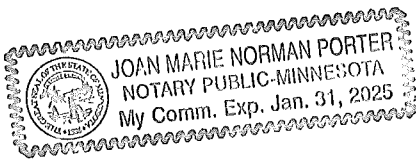
STATE OF Minnesota)

COUNTY OF Benton) ss

On this 1st day of April, 2024, before me personally appeared

Mark Magnuson To me known, who being by me
duly sworn, did say that he is the Vice President of the
Knife River Corporation - North Central

corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal is affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his/her name thereto by like order.



(Notary Seal)

Joan Marie Norman Porter
Notary Public Signature

Acknowledgment of Corporate Surety

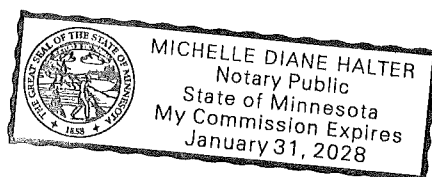
STATE OF Minnesota)

COUNTY OF Hennepin) ss

On this 1st day of April, 2024, before me appeared
Haley Pflug, to be known,

who being by me duly sworn did say that (s)he is the aforesaid Attorney-in-Fact of the
Liberty Mutual Insurance Company

a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notary Seal)

Michelle Diane Halter
Notary Public Signature



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209239-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No., Ext): 866-966-4664 E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com FAX (A/C, No.): 212-948-5382
CN103060364-BAUER-GAX-23-24 INSURED KNIFE RIVER CORPORATION - NORTH CENTRAL 4787 SHADOW WOOD DRIVE NE SAUK RAPIDS, MN 56379	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Ins Co 23035 INSURER B: Berkshire Hathaway Specialty Insurance 22278 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

CHI-010365449-51

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC OTHER:		TB2641446115023	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		AS2641446115033	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	47XSF32875101	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WA264D446115013	06/01/2023	06/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	General Liab. Excess Buffer		WA264D446115013	06/01/2023	06/01/2024	Each Occ / Pers. & Adv. Injury 4,000,000 GL Agg. / Prod.-Comp Ops Agg 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence Of Insurance

Excess liability applies to general liability, products and completed operations, automobile liability, and employers liability. AEGIS is Excess over EL.

CERTIFICATE HOLDER

CANCELLATION

Knife River Corporation - North Central
4787 Shadow Wood Drive NE
Sauk Rapids, MN 56379

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC



Greetings,

Attached is the 2024 Dust control quote.

**38% Calcium Chloride Solution
\$1.58 per Gallon Applied**

*These prices are valid for entities that bill the residents. *We do not bill individual residents.*

*Our trucks apply the Chloride Solution with electronic metering set at a rate requested by the consumer.

Please complete the following and return to our office:

Customer: City of North Branch

Date	Signature	
	Printed Name	

Contact Phone Number: _____

Please call or email Jake or Michelle with any further questions:

Jake@crowriverconstruction.com (320-444-7633) concrete@crowriverreadymix.com (320-354-1201)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenstra Insurance 2125 1st Street South, Suite 110 Willmar MN 56201		CONTACT NAME: CHAD HAUGEN PHONE (A/C, No, Ext): 320-235-6466 E-MAIL ADDRESS: suet@fenstrainsurance.com FAX (A/C, No): 320-235-6516	
INSURED Crow River Construction LLC Crow River Ready Mix 9338 187th Avenue NE NEW LONDON MN 56273		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty INSURER B: The Builders Group INSURER C: Burns & Wilcox, LTD. INSURER D: INSURER E: INSURER F:	
		NAIC # 13021	

COVERAGES**CERTIFICATE NUMBER:** 20240321113116169**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	60521822	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$												
	A						☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	60521822	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$						
							A						☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	60521822	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
													B						WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
C	Pollution Liability	N	N	ECOC598549R4	01/01/2024	01/01/2025	\$2,000,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of North Branch
6408 Elm Street
North Branch MN 55056

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1620 Dodge Street • Omaha NE 68107

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27-1
1040

CASHIER'S CHECK

REMITTER:

ENVIROTECH SERVICES INC

CHECK
NUMBER: 3026362

PAY EXACTLY \$11,900 DOLLARS AND 00 CENTS**

DATE: 03/27/2024

PAY TO THE ORDER OF:

CITY OF NORTH BRANCH

11,900.00

6408 ELM STREET NORTH BRANK, MN 55056

[Signature]
#345350

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

ARTIFICIAL WATERMARK PAPER, HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

⑈ 3026362⑈ ⑆ 104000016⑆ 11000300⑈



910 54th Ave., Suite 230
Greeley, CO 80634
Office: 970-346-3900
www.envirotechservices.com

North Branch City Hall
6408 Elm Street
North Branch, MN 55056

To Whom it May Concern,

Thank you for the opportunity to provide a quote for your dust control bid. Attached you will find your quote, certificate of insurance, and bid security check. We are quoting 38% Calcium Chloride at \$1.48/gallon. This price includes delivery and application of 38% Calcium Chloride on city and township gravel roads. This quote is valid for the City of North Branch, Sunrise, and North Branch Townships. Thank you for allowing us to quote on your requirements, we look forward to working with you this coming season.

Sincerely,

Rodney Havard II – House Accounts & Bid Manager
4676 284th St E
Randolph, MN 55065
For Orders Call 952-894-0012
O: (952) 679-3576 ext 516
C: (651) 319-1121



People Helping People Improve Their Environment®



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2024

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PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632		CONTACT NAME: Dana Stewart, CIC, CISR PHONE (A/C, No, Ext): (970) 266-7149 FAX (A/C, No): (970) 506-6845 E-MAIL ADDRESS: DStewart@floodpeterson.com	
INSURED EnviroTech Services, LLC EnviroTech Services, Inc.; Hallet Dock No. 8, LLC 910 54th Avenue, Suite 230 Greeley CO 80634		INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Insurance Company INSURER B: Berkshire Hathaway Homestate Companies INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42307 20044	

COVERAGES**CERTIFICATE NUMBER:** GL/AU/WC/XS x2/2024**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CH23NP37092811C	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			FA11BAP01735612	04/15/2023	04/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CH23NP37092811C	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ENWC521879	02/01/2024	02/01/2025	☒ PER STATUTE ☐ OTH-ER Stop Gap Included E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of North Branch, Minnesota Advertisement For Bids Calcium Chloride Gravel Road Application

This certificate is issued as a matter of INFORMATION ONLY and coverages reflected are as of the date of issuance. Please note that you will not be notified of any alterations of coverage unless you are specifically listed as the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of North Branch 6408 Elm St. North Branch MN 55056	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of North Branch, Minnesota Advertisement For Bids Calcium Chloride Gravel Road
Application

Notice is hereby given that sealed Bids will be received by the City of North Branch until 1:00 p.m. April 1, 2024, at the North Branch City Hall located at 6408 Elm St. at which time they will be publicly opened and read aloud, for the furnishing of 155,000 gallons more or less of 38% calcium chloride solution to be applied to various gravel roads for the City of North Branch, North Branch Township, and Sunrise Township. Application rates may vary from .15 Gal/Sq/Yd-.30 Gal/Sq/Yd depending on each of the said agencies' requests. A second application may take place at the agency's request before October 1st, 2024, second application to be applied within 1 week of notification to the supplier of the requested application date.

Samples for purity testing to validate 38% calcium chloride solution may be taken from each load and tested by the requesting agency at their expense. Product to be applied between June 1st - June 15, 2024. Suppliers will work with each agency to set schedules accordingly during this timeframe. Maps of application locations and rates will be supplied by each agency the day of application. Invoices will be billed to each agency accordingly and paid by each agency within 30 days of receiving said invoice. Bids shall be in a sealed envelope bid as "price per gallon applied". Bid security in the amount of 5 percent of the Bid in the form of a cashier's check or certified check payable to the City of North Branch, which shall be forfeited to the City of North Branch in the event that the Bidder fails to meet application by the above said application dates. A certificate of Liability and Workers Compensation Insurance must accompany the Bid. Bids shall be directed to the Public Works Director, securely sealed and endorsed upon the outside wrapper, "BID FOR CALCIUM CHLORIDE APPLICATION". If said contractor wishes to propose an alternate dust control product as an option, label this as "secondary option". The City of North Branch reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the bid in the best interests to the lowest and most responsible Bidder, in the best interest of the City of North Branch.

Clerk's Office
Ragini Varma
City Clerk / IT Director
Phone: 651-277-5228
Email: raginiv@ci.north-branch.mn.us



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Shawn Williams, Public Works Director
Date: 04/01/2024

Board & Commission: City Council

Subject: Accept the Retirement of Randall Fisk, Public Works, and Authorize Job Posting and Hiring Process.

Overview / Background

The City of North Branch received a written notice of retirement from Randall Fisk. Mr. Fisk has been a North Branch employee for 16 years, and is currently the Lead Water Operator in the Public Works Department. He stated with the City on May 3, 2008 and will retire on May 3, 2024. With receipt of his announcement, the City will have a vacancy. According to Section 15.7 (Vacancies) in the Collective Bargaining Agreement with the Public Works union group, Local 49 AFL-CIO (49ers), the City is required to post all vacancies internally for a period of seven (7) working days. Should an existing employee apply and be hired for the job, such promotion would create a subsequent opening, or openings, depending on the upward mobility of existing Public Works staff. Thus, City staff are proposing a multi-tiered hiring approach.

This recommended approach would commence with the initial internal posting for the Lead Water Operator position, followed by an additional internal posting and simultaneous external posting for Public Works Maintenance I position. In summary, this assumes two (2) potential promotions followed by an external hire, ultimately filling the vacancy caused by Mr. Fisk's retirement. We are focused on the initial, to-be-vacant position first. We cannot make any other internal postings until a decision is made on the Lead Water Operator role. If there were no internal applicants and offers for that position, the City would then commence an external search. To be clear, in the end we are not adding staff. The timelines agreed to by staff. The process does in part assume the potential for two (2) internal promotions and one (1) external hire, as noted above. Here is what that hiring schedule looks like.

April 9 - Council Accepts Retirement & Authorizes Hiring Process

April 10 - Post Public Works Maintenance I Position Announcement (30 Days)

April 10 - Post Internal Position Announcement for Lead Water Operator

April 18 - End of 7-Day Posting - Applications Due for Lead Water Operator

April 19/21 - Review Applications

April 23 - Interview Applicants

April 24 - Offer Position

April 24 - *Post Internal Position Announcement for TBD Internal Position

May 2 - End of 7-Day Posting - Applications Due for TBD Internal Position

May 3/6 - Review Applications

May 7 - Interview Applicants

May 8 - Offer Position

** Assumes hiring process is complete for Lead Water Operator; internal hire.*

May 9 - End of 30-Day Posting - Applications Due for Public Works Maintenance I

May 13/14 - Review Applications

May 20-21-22 - Interview Applicants

May 23 - Offer Position

May 28 - Council Approval of Hire

TBD - Start Date

Any external hires will ultimately require formal Council approval; internal promotions do not.

Staff Recommendation

City staff recommends approval of the hiring process as presented.

Recommended City Council Action

Motion to accept the retirement of Randall Fisk and authorize the Public Works staff hiring process.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Jason Ziemer, Community Development Director
Date: 04/05/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-36-2024, Amending the Equipment Replacement Program and Authorizing the Purchase of a Second Incident Command Vehicle.

Overview / Background

Interim City Administrator Jason Ziemer and Finance Director Sharon Wright are currently working with Department Directors to review the list of equipment and vehicles in the existing Equipment Replacement Program (ERP). The purpose of this work is to not only update the ERP, but also restructure the Program and related fund to take a more proactive approach as to the long-term, strategic approach to the replacement of City vehicles and equipment. During our conversation with Fire Chief Pat Heinen, Chief Heinen noted the need for a second Incident Command (IC) vehicle. The previous second IC truck was converted to a grass rig 18 months ago; that IC vehicle was not replaced in the fleet.

Chief Heinen noted the second IC vehicle would be assigned to the Assistant Chief. Like Chief Heinen, the second IC vehicle would be a “take-home” vehicle and allow the Assistant Chief to respond immediately to incidents from home versus having to drive into the Fire Station. As a result, providing this resource would the following operational benefits of the second IC vehicle:

- 1. Reduce response time; not require either chief to go to the station and wait for crew to fill the engine.**
- 2. Arrival on scene ahead of crew, allowing time to make important decisions such as: locate hydrants, conduct a size up of risks, determine priority of scene, set up a plan for responding crews before arriving, establish additional resource needs (i.e. different equipment, multi-aid, additional water supplies etc.), and to slow responding crews, if not needed.**

3. Allow for maximum staffing per truck.

According to Chief Heinen, removing an IC officer from the responding engine allows the Department to send a full crew (5 people) to the incident. If the IC officer fills a seat in the engine, that officer is then responsible to assume certain duties to operate the engine, in addition to running the scene. That presents challenges to efficient operations and also scene safety of Department staff, and potentially depletes equipment availability and/or the number of staff on scene that may be needed to safely enter a building, for example.

Chief Heinen is proposing to purchase a 2013 GMC 3/4 ton pick-up truck (single cab/standard box), previously used by the DNR and available for purchase. The cost: \$13,500, excluding title and licensing, painting and decals. The DNR truck has an existing light bar that is sufficient; no other equipment up-fit is required. Chief Heinen noted if this truck is purchased, it will need to be replaced with a new truck in 2026; the DNR truck would then be rotated into the fleet as a grass rig.

Because the ERP did not identify the purchase of a (new) second IC vehicle, the purchase of the DNR truck for that purpose is not presently authorized by the ERP. Chief Heinen noted the proposed new grass rig truck, as shown by the ERP, and is no longer a current need. He is proposing to amend the ERP to add the second IC vehicle and (temporarily) remove the grass rig, proposed for replacement in 2024. City Council approval is required because it was not an identified purchase.

Chief Heinen has proposed to use gambling funds from the Fire Relief Association (FRA) for the purchase, making the purchase effectively a donation to the City from the FRA. He reported the FRA was supportive of the use of funds to purchase the truck.

Staff Recommendation

City staff recommend approval of the amendment to the Equipment Replacement Program and purchase of the second Incident Command vehicle.

Recommended City Council Action

Motion to approve an amendment to the Equipment Replacement Program and authorize the purchase of a 2013 GMC truck for the purpose of an additional Incident Command truck for the Fire Department.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-36-2024

RESOLUTION APPROVING THE PURCHASE OF VEHICLES

WHEREAS, the City of North Branch (“City”), pursuant to its Equipment Replacement Program (“Equipment Program”), identifies vehicles and equipment owned and maintained by the City and used by City staff for the purpose of delivering service to the community, as well as scheduled and timely replacement of those vehicles and equipment and the cost of replacement; and,

WHEREAS, the Fire Department has identified the need for an additional Incident Command vehicle and is able to purchase a used 2013 GMC $\frac{3}{4}$ ton, single cab, standard box truck (“Fire Truck”) from the Minnesota Department of Natural Resources at a cost of \$13,500; and,

WHEREAS, the Equipment Program does not presently list the purchase of a replacement or additional vehicle for the purpose as described for the Fire Truck in Fiscal Year 2024, and is therefore not funded, requiring an amendment to the Equipment Program in order to purchase said Fire Truck; and,

WHEREAS, the North Branch Fire Relief Association (“Association”) has proposed to pay for the purchase of the Fire Truck, excluding title and licensing, painting, etc., from revenues from gambling proceeds; and,

WHEREAS, the North Branch City Council (“Council”) discussed the proposed Fire Truck purchase, and upon conclusion of that discussion, the Council has deemed it appropriate, necessary, convenient and advisable to approve the purchase of the same, and with the utilization of the funds as proposed by the Association.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, in accordance with the Purchasing Policy of the North Branch Financial Management Plan, the purchase of the 2013 GMC $\frac{3}{4}$ ton, single cab, standard box truck from the Minnesota Department of Natural Resources at a price not to exceed \$13,500, excluding title and licensing, painting, etc., is hereby authorized.

ADOPTED this 9th day of April, 2024.



Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 04/02/2024

Board & Commission: City Council

Subject: PTOS Commission Meeting Update - April 1, 2024

Below are the updates from the PTOS Commission meeting on April 1, 2024.

Sunrise Bluff 3 Concept Plan

The Commission recommended the acceptance of the dedication of the proposed Outlot D in Sunrise Bluff 3rd Addition, Outlot A of Sunrise Bluff 2nd Addition and the parcel south of it (11.00410.00) to the city and to include a trail easement along the floodplain boundary of outlot B of the proposed Sunrise Bluff 3rd addition and for the developer to construct a 10' bituminous trail along 392nd Street from Everett Avenue to Flink Avenue for park dedication requirements.

Northwood Park

The commission recommended approval of the low quote to PLT for playground surfacing as part of the Northwood Park Pickleball Court and Site Improvement DNR Grant project in the amount of \$12,382.50. The city would pay the full amount and be reimbursed by the DNR for half of the amount (\$6,191.25).

Special Event Permit Process

The commission recommended city staff to research how similar and surrounding cities handle special event/park reservation damage deposits.

PTOS CIP 2025-2034

The commission discussed priorities for 2025 including a splash pad, community center, Co Rd 30 crosswalk, along with walkable/bikable community initiatives and will meet on May 6, 2024, at 5pm to provide additional input and prioritization.

Clayton Anderson Family Memorial Nature Park - Limestone

The commission recommended approval of up to \$2,500 for the acquisition and placement of a large limestone rock in Clayton Anderson Family Memorial Nature Park that was unearthed on the Schoolside Village 4th development site.

Westside Commons 2nd

The commission reviewed the Westside Commons 2nd plat and recommended that a sidewalk be constructed along 386th St be constructed with the site development and that pedestrian crossing improvements be installed at the intersection of 386th Street/Falcon Avenue.

Ballfield Improvements

The commission recommended approval of the low quote of \$7,556.25 for ballfield lime from Bjorkland Companies to be added to the new dugout areas at Harder Park field 3 and 4 and Tower fields North and South and all of the Tower Fields south ballfield.

Council-Commission Joint Workshop

The Commission recommended approval of Lynn Wilson to serve on the planning committee.

PTOS Strategic Plan

The Commission expressed support of the Wildridge HOA to conduct a survey of the neighborhood to obtain input on the desired improvements and long term plan for Wildridge Park.

The commission also scheduled a park tour to be conducted on May 20, 2024, at 5pm that would be open to all commissions and council.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 03/14/2024

Board & Commission: City Council

Subject: Recycling Day and Leaf Pickup

The council is made aware of the 2024 Spring Leaf Pickup Schedule as well as the 2024 Annual Recycling Day and provided as information item only.

Voting Requirements:

None



SPRING 2024 LEAF PICK UP SCHEDULE



Beginning the week of April 8th the Public Works Department will start picking up leaves. The City will be divided into five sections (see map). Leaves to be picked up must be on the boulevard by 7:00am in a row across the front of the resident's property on the day the section is scheduled for pick up.

- ✳ The schedule will run for 4 weeks, weather permitting
- ✳ Pick up crews will make one complete pass through each section
- ✳ Truck may show up ahead of schedule in your section. However, it will be back on the scheduled day for your leaf pick up
- ✳ Keep the leaves out of the roadway
- ✳ The vacuum reach is approximately 5 feet from the edge of the street
- ✳ Leaves that cannot be reached with the vacuum hose will be left
- ✳ Bagged leaves will NOT be picked up
- ✳ NO sticks, brush, tree trimmings or such materials will be picked up
- ✳ All piles with material other than leaves, pine needles, grass clipping will NOT be picked up

N						
W	<u>SECTION 1</u>	I N T E R S T A T E 3 5	<u>SECTION 2</u>	C O U N T Y R O A D 3 0	<u>SECTION 3</u>	
	April 8		April 9		April 10	
	April 15		April 16		April 17	
	April 22		April 23		April 24	
	April 29		April 30		May 1	
	HIGHWAY 95		HIGHWAY 95		HIGHWAY 95	
	<u>SECTION 1</u>		<u>SECTION 4</u>		<u>SECTION 5</u>	
	April 8		April 11		April 12	
	April 15		April 18		April 19	
	April 22		April 25		April 26	
	April 29		May 2		May 3	
S						
E						



***City of North Branch Clean Up Day (Recycling & Compost)
Located at City Public Works 39276 Grand Ave, North Branch***

- ***Saturday, April 27, 2023 from 8am - NOON***
- ***In case of rain the alternate Compost day & time will be Saturday, May 4, 2024 from 8am to Noon***

Recycle your old computers, TVs, printers, fax machines, VCRs, DVD players, satellite receivers, radios, cell phones, microwaves, appliances, tires, furniture, mattresses, batteries and scrap metal.

The City is working with Evergreen Recycling to provide a one-day recycling pickup in North Branch. Bring your unwanted recyclables to the North Branch Public Works Shop, corner of Grand Avenue and Birch Street, between 8 a.m. to noon on April 27, 2024 to recycle them at a low cost. Must be a Chisago County resident to qualify for the reduced pricing available at the event. Must fill out the form provided below before Evergreen pricing applies.



Evergreen Recycling



Does your lawn or garden need a boost?

Free compost is available at the North Branch Compost Site, located at the corner of Ash Street & Grand Avenue adjacent to the Wastewater Treatment Facility. **Public Works staff will be available April 27 from 8 a.m. to noon (or until gone) to load your pickup or trailer with compost. Residential use only. No commercial vehicles allowed.**



2024 Chisago County Residential Recycling Receipt

CHISAGO CO., 39649 Grand Ave., North Branch, MN 651-213-8920 #5, www.chisagocountymn.gov. Recycler and/or Chisago Co. reserves the right to refuse/limit quantities & determine commercial/business class recyclables. Program terms/conditions subject to change.



QUANTITY	ITEM	☐ AAA	☐ Ever-green	☐ RFW	☐ Recyy	☐ SRC	☐ Steel Chick	RESIDENT TOTAL	COUNTY ALSO PAYS:
APPLIANCES:		Residents Pay:							
	without refrigerant	\$15	\$5	\$15	\$11.49	\$20	\$5		\$5
	with refrigerant	\$15	\$10	\$15	\$12.49	\$20	\$5		\$5
	with ammonia	\$100	\$75	\$100	\$74.99	\$25	\$150		\$50
TIRES:		Residents Pay:							
	auto (w/rim)	\$4 (\$5)	\$5 (\$6)	\$4 (\$5)	N/A	\$3 (\$6)	\$4		\$4
	light truck (w/rim)	\$5 (\$6)	\$5 (\$6)	\$5 (\$6)	N/A	\$3 (\$6)	\$4		\$4
	semi	\$10 (\$15)	\$15	\$10 / \$15	N/A	N/A	\$8		\$5
	tractor	\$35 +	\$35 +	\$35 +	N/A	N/A	\$25 +		\$15
MATTRESSES:		Residents Pay:							
	mattress (king)	\$40	\$15	\$30	N/A	\$15	N/A		\$12
	box spring	\$15	\$10	\$15	N/A	\$20	N/A		\$10
ELECTRONICS:		Residents Pay:							
	monitor	\$20	\$5 / \$15	\$20	\$17.99	\$8	\$10		\$7
	TV – flat screen	\$20 / 25	\$15	\$20 / \$25	\$22.99	\$23 +	\$20 +		\$7
	TV – CRT	\$25 / 40	\$15 / \$20	\$20 / \$40	\$24.99	\$15 / \$45	\$20+		\$15
	TV – extremely large	\$45	\$30	\$45	\$34.99	\$40	\$40 +		\$20
OTHER:									
				GRAND TOTAL:					

- Program and prices for Residential & Farmstead recycling only: Tire, Appliance, Mattress & Electronics
- No commercial or business items accepted
- County Solid Waste Fund pays part of cost to make recycling more affordable
- Proof of county residency required, must completely fill out form to qualify
- Large Quantity (over 20-Tires, 6-CRTs, 5-Appliances, 6-Mattresses) require additional form and preapproval

***MUST FILL OUT COMPLETELY TO GET ABOVE PRICING:**
I declare under penalty of law these items were generated within Chisago Co., and were used for residential or farming purposes, and are not business items:

Signature

Name (print)

Date

Address

City/Zip

Phone



Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 04/03/2024

Board & Commission: City Council

Subject: Monthly Legal Report

The council is being provided with the monthly legal report for informational purposes only. Any questions can be directed to the staff as needed.

Voting Requirements:

NONE

MEMORANDUM

To: The Honorable Kevin Schieber
City of North Branch City Council

VIA EMAIL ONLY

cc: Ragini Varma, City Clerk

From: Christopher M. Hood

Date: April 3, 2024

Re: Legal Staff Report for April 9, 2024 City Council Meeting

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We are submitting this memorandum to update the City of North Branch City Council on the work we performed as City Attorney during March 2024. The matters listed below are discussed in a general manner only for sake of brevity and to maintain any attorney-client privileged and/or confidential information/data.

Summary of City Matters

1. **Personnel and Labor Matters**

Attorneys researched, reviewed, and drafted personnel and Council related correspondence; reviewed and prepared documents regarding union grievance matter; prepared memorandum and resolution re Councilor issue; prepared training presentation for joint training meeting; prepared investigation summary; attended Council meeting; and responded to various questions regarding personnel and Councilor matters.

2. **Land Use and Real Estate Matters**

Attorneys researched, reviewed documents, drafted notices, letters and hearing and bond resolutions, drafted a memorandum, drafted a timeline and process, and responded to questions regarding a cartway petition. Attorneys researched, reviewed, drafted, and responded to questions regarding a template development agreement and associated template documents for use by City staff.

3. **Council and EDA Matters**

Attorneys researched, reviewed documents, prepared training presentation, and responded to questions regarding Council training. Attorneys researched, reviewed documents, and responded to questions regarding EDA enabling resolution limitations.

4. **Staff Communications**

Attorneys also make occasional day-to-day communications with the City Administrator, City Engineer and City staff regarding the above-referenced matters, among others.

CMH/sc



Prepared By:
Kevin Schieber, Mayor
Presenter: Kevin Schieber, Mayor
Date: 04/05/2024

Board & Commission: City Council

Subject: Discussion Regarding Process for Hiring Permanent City Administrator Position.

Mayor Schieber will lead the discussion regarding the process of hiring permanent City Administrator position.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Kevin Schieber, Mayor
Presenter: Kevin Schieber, Mayor
Date: 04/05/2024

Board & Commission: City Council

Subject: Recap the March 27, 2024 Joint City Council-Advisory Commission Worksession.

Mayor Schieber will recap the March 27, 2024 Joint City Council-Advisory Commission Worksession.

Voting Requirements:

Voting Options Simple Majority