

**CITY OF EDEN PRAIRIE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**BIDDING AND CONTRACT DOCUMENTS
FOR 2016 EDEN PRAIRIE SIDEWALK PROJECT**

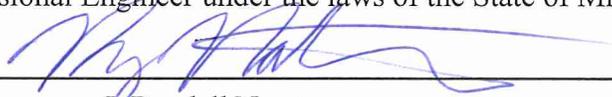
I.C. 16-5939A

**Bids Due: 10:00 a.m., Thursday, August 25, 2016
Eden Prairie City Center
8080 Mitchell Road
Eden Prairie, MN 55344
952-949-8330**

2016 EDEN PRAIRIE SIDEWALK PROJECT

CITY OF EDEN PRAIRIE, MINNESOTA
I.C. #16-5939A

I hereby certify that this specification 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.



J. Randall Newton

Reg. No. 26781

Date: 08-10-16

NOTICE TO CONTRACTORS

**IMPROVEMENT CONTRACT NO. 16-5939A
CITY OF EDEN PRAIRIE**

BID REQUEST FOR: 2016 EDEN PRAIRIE SIDEWALK PROJECT

BID CLOSE: 10:00 A.M., THURSDAY, AUGUST 25, 2016
EDEN PRAIRIE CITY CENTER
8080 MITCHELL ROAD
EDEN PRAIRIE, MN 55344
PHONE: 952-949-8330

Notice is hereby given that sealed bids will be received, opened and read aloud at 10:00 a.m., Thursday, August 25, 2016, in the presence of the City Engineer or the designated representative at the Eden Prairie City Center, 8080 Mitchell Road, Eden Prairie, Minnesota, 55344 for the furnishing of all labor and materials and all else necessary for installing approximately 6800 square feet of 5" Concrete Sidewalk.

Complete digital contract bidding documents are available at www.edenprairie.org/city-government/departments/public-works/engineering/bid-requests.

No bids will be considered unless sealed and accompanied by a bidder's bond naming the City of Eden Prairie as obligee, certified check payable to the City Clerk of the City of Eden Prairie or a cash deposit equal to at least five percent (5%) of the total amount of the bid, which shall be forfeited to the City in the event that the bidder fails to enter into a contract.

The City Council reserves the right to retain the deposits of the three lowest bidders for a period not to exceed sixty (60) days after the date and time set for the opening of bids. No bids will be withdrawn for a period of sixty (60) days after the date and time set for the opening bids. Payment for the work will be by cash or check.

The Council reserves the right to reject any and all bids, to waive irregularities and informalities therein and further reserves the right to award the contract(s) to the best interests of the City.

All proposals must be addressed to: City Engineer, Engineering Division, City of Eden Prairie, 8080 Mitchell Road, Eden Prairie, MN 55344 and shall be endorsed thereon:

BID FOR 2016 EDEN PRAIRIE SIDEWALK PROJECT
I.C. NO. 16-5939A
Bids close 10:00 a.m., August 25, 2016
Addendum No.(s) _____ acknowledged

By Order of the City Council
CITY OF EDEN PRAIRIE

SPECIFICATION

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INSTRUCTIONS TO BIDDERS

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INSTRUCTION TO BIDDERS

ENGINEERING DIVISION

CITY OF EDEN PRAIRIE, MINNESOTA

1. CONTRACT DOCUMENTS

The Contract Documents are listed in GC 1-02. They may be obtained for the Contractor's individual use by applying to the City Engineer, City Center, 8080 Mitchell Road, Eden Prairie, Minnesota 55344-2230, Phone 952-949-8300, or as otherwise indicated in the Notice to Contractors, and by depositing the amount indicated in said Notice.

The Contractor should note that the Eden Prairie Standard Specifications have been revised in 2009, 2010 and 2015. All sections contain some revisions. These specifications contain references to English units. When these specifications are used with a metric project, these City Specifications shall be converted from English units to equivalent (industry-accepted) metric units where applicable.

Where these specifications reference MnDOT specifications, it should be noted that these specifications references have been taken from the most recent MnDOT Standard Specification for Construction (2014 Edition) manual. For a non-metric project, these MnDOT specifications shall be converted from metric units to equivalent (industry-accepted) English units where applicable. It should also be noted that all AASHTO, ANSI, and AWWA reference numbers reflect the most current standards for testing, equipment, and procedures unless modified in these specifications. Also, all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons or the context may require.

2. BIDDER'S KNOWLEDGE

Bidders must familiarize themselves with all ordinances and statutes pertaining to public improvements, and examine and determine for themselves the location and nature of the proposed work, and the amount and character of the labor and materials required therefore, and the difficulties which may be encountered.

The bidders shall acquaint themselves with any and all changes in the Specifications and changes in methods or procedures or policies, as may be set forth in these Contract Documents.

If any person contemplating the submission of a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, he/she may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretation.

All proposals shall be made and received with the express understanding that the Bidder accept the terms and conditions contained in these instructions and the Plans and Specifications, forms of contract and bond and any other Contract Documents referred to herein.

If, after the bid proposals have been delivered to the City, any difference of opinion shall arise as to the true intent or meaning of any part of the Specifications, the decision of the Engineer shall be final, conclusive and binding on all parties.

3. BIDDER'S QUALIFICATIONS

If requested, bidders must present satisfactory evidence that they are familiar with the class of work specified, and that they are provided with the necessary capital, tools, machinery and other equipment necessary to conduct the work and complete the improvement within the time specified in the Proposal, in a good and workmanlike manner and to the entire satisfaction of the City Engineer and the City Council of the City of Eden Prairie, Minnesota.

The Bidder agrees that it is as fully responsible to the City for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Bidder.

Before any subcontractor may commence work, the successful Bidder must file with the Engineer and the City satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful Bidder. (See GC6-22)

No subcontractor will be permitted to commence work until authorization by the Engineer to proceed is received in writing by the Contractor.

Failure on the part of any bidder to carry out previous contracts satisfactorily, or the bidder's lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for disqualification.

Unless otherwise specifically provided in the specifications for the improvements, bids must be made upon each and every item shown on the blank Proposal Form, including all alternate items.

4. RESPONSIBLE CONTRACTOR

To be eligible to be awarded this contract, each bidder must submit a signed statement, under oath, verifying that it is a "responsible contractor" as that term is defined in Minnesota Statutes § 16C.285, subdivision 3. To be a "responsible contractor," a contractor must be in compliance with the following minimum criteria:

- (1) the contractor:
 - (i) is in compliance with workers' compensation and unemployment insurance requirements;
 - (ii) is in compliance with Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
 - (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
 - (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
- (2) the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated Minnesota Statutes sections 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated the United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
- (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

- (3) the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated Minnesota Statutes section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
- (4) the contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
- (5) the contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
- (6) the contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
- (7) all subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria in Minn. Stat. § 16C.285, subd. 3, which section is set forth above, fails to verify compliance with any one of the required minimum criteria, or makes a false statement under oath verifying compliance is not a “responsible contractor” and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits a false statement.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verification of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minn. Stat. § 16C.285, subd. 3(7).

A Responsible Contractor Verification form is provided with the bid documents. Each bidder must submit the form with its proposal.

5. SUBMISSION OF BIDS

Sealed bids will be received by the City of Eden Prairie, Minnesota, up to the date and hour as specified in the Notice to Contractors at the Office of the City Engineer, City Center, 8080 Mitchell Road, Eden Prairie, Minnesota 55344-2230. Bids received after the time specified shall be returned unopened.

Bids shall be submitted upon the Proposal Form provided. **The Proposal shall be submitted in a sealed envelope plainly marked as to Title of Project and date of bid opening.** All proposals must be made in ink upon the blank form of proposal included in the Specifications and should give price for each item and aggregate amount for the work, and must be signed and acknowledged by the Bidder in accordance with the directions in the Proposal Form.

Each proposal must contain the full name or names and post office address of the bidder or bidders, and any person signing a proposal as agent of another, or of a firm, must furnish legal evidence of its authority to do so. A business entity bidder must name the state in which it is organized. In addition, partnerships must give the full names and addresses of all parties.

When a firm submits a proposal, the individual names of all its members shall be written out and shall be signed in full, but the signers may, if they choose, describe themselves in addition, as doing business under a firm name and style.

In case a corporation submits a proposal, the proposal must be signed in the name of, and under the seal of, the corporation by a duly authorized officer or agent of the corporation and his/her address given. Such officer or agent must present legal evidence that he/she has a lawful authority to sign said proposal. In the event that any corporation organized and doing business under the laws of a foreign state is the successful bidder, such corporation shall present evidence that it is authorized to do business in the State of Minnesota before the Contract is executed.

More than one proposal form from an individual, firm, partnership or corporation under the same or different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will be considered sufficient cause for the rejection of all bids so affected.

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his/her own behalf.

Telegraphic/facsimile bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraphic/facsimile prior to the time specified in the Notice of Contractors. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

Whenever alternate bids are called for, specifying the use of several different classes of material or types of improvement for the same work, all bidders are requested to submit prices for use of each of the several classes of material or type of improvement as specified. The material to be used or the type of improvement to be adopted will be selected by the City Council after the proposals have been opened and read.

6. PROPOSAL GUARANTY

Each proposal shall be accompanied by a Proposal Guaranty in the form of a money order, certified check or bid bond, payable to the order of the City of Eden Prairie, in an amount not less than five percent (5%) of the total amount of the bid. No proposal will be considered unless accompanied by the Proposal Guaranty.

In case alternate bids are called for, providing for the use of several different classes of material or types of improvement for the same work, one Proposal Guaranty in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all proposals.

As soon as a Contract is awarded, all Proposal Guaranties shall be returned to the bidders, except that of the successful Bidder and second and third lowest bidder, which shall be retained until the Contract has been signed and the bonds of the Contractor have been filed, approved, and accepted, which shall be within ten days of notice of award of the Contract.

If the successful Bidder fails to enter into such contract in accordance with his/her accepted Proposal, or shall fail to furnish the required Performance and Payment Bond within ten (10) days after notice of award, his/her Proposal Guaranty shall be forfeited to the City of Eden Prairie as liquidated damages.

The next lowest responsible bid submitted by a Qualified Bidder, shall then, at the discretion of the City Council, be considered for award of the Contract.

7. WITHDRAWAL OF BIDS

After bidders have submitted proposals, they may not withdraw or cancel such proposal within 60 days after opening of bids and all sums deposited or a Proposal Guaranty may be held by the City for said 60 days until all of such proposals submitted have been canvassed, a Contract awarded and executed, and the required bonds and insurance furnished and approved.

8. EVALUATION OF BIDS

The bids from each responsible bidder will be considered on the basis of the total amount, as shown on the Proposal Form, and awarded according to the lowest total reflecting the correct summation of all items extensions shown or as otherwise described in the Special Conditions.

The City reserves the right to reject any or all Proposals or to accept the Proposal deemed in the best interest of the City. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal which omits a bid on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are obviously unbalanced may be rejected; any Proposal accompanied by an insufficient or irregular bid bond may be rejected; any Proposal which omits acknowledgement of the receipt of addendums may be rejected.

9. MATERIAL SOURCES

After the bids have been received, when requested by the Engineer, each bidder shall give information in writing concerning the quantity, composition and the previous use of the materials or equipment they have bid upon as may be known to them; and samples of such materials shall be furnished when required.

10. EXECUTION OF CONTRACT

The acceptance of the Proposal will be a notice in writing signed by a duly authorized representative of the City of Eden Prairie. The acceptance of the Proposal shall bind the successful Bidder to execute the Contract within ten (10) days and to be responsible for liquidated damages for failure to execute the Contract. The rights and obligations provided for in the Contract shall become effective upon the parties only with its formal execution by the City of Eden Prairie.

Following action by the City Council awarding the Contract, a "Notice of Award" letter will be mailed to the Contractor together with the prepared Contract Agreement for his/her signature and return. The Notice of Award letter will specify that the Contractor submit affidavits or copies of insurance coverage, a Payment Bond and a Performance Bond. The required amounts are indicated in GC6-22 and GC5-09. No Contract will be executed by the City until the required affidavits and bonds are submitted and have been approved.

The Notice of Award letter is not an order to proceed. The Contractor will have no authority to perform work under this Contract until all Contract Documents, as indicated above, are properly completed and placed on file at the City Offices.

A Letter to Proceed with the work under this project will be mailed to the Contractor upon satisfaction of the above indicated requirements. A preconstruction conference will be scheduled thereafter.

GENERAL CONDITIONS
TO THE
STANDARD SPECIFICATIONS
FOR
CONSTRUCTION

CITY OF EDEN PRAIRIE, MINNESOTA

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GENERAL CONDITIONS

CITY OF EDEN PRAIRIE, MINNESOTA

SECTION 1 - DEFINITIONS

- 1-01 GENERAL: For the purposes of the Contract Documents and any documents or instruments dealing with the construction operations governed by these Documents, the terms defined in this section have the meanings given them.
- 1-02 CONTRACT: The term means the Contract Documents. The Contract Documents consist of the following:
1. Legal and Procedural Documents
 - a. Notice to Contractors - Advertisement for Bids
 - b. Instructions to Bidders
 - c. Accepted Proposal Form
 - d. Proposal Guaranty
 - e. Contract Agreement
 - f. Contractor's Performance and Payment Bond
 2. Special Conditions
 3. Detail Specifications
 4. General Conditions
 5. Plans
 6. Addenda and Supplemental Agreements
- 1-03 CITY or MUNICIPALITY: The term means the City of Eden Prairie, County of Hennepin, State of Minnesota, acting by its City Council or duly authorized officers (the Owner).
- 1-04 ENGINEER: The City Engineer for the City of Eden Prairie or his designated representative.
- 1-05 CONSULTANT or SPECIAL ENGINEER: As defined in Special Conditions.
- 1-06 WORK or PROJECT: As defined in Special Conditions.
- 1-07 SPECIFICATIONS: The term means the directions, provisions, and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the Contract.
- 1-08 SPECIAL CONDITIONS: The term means contract requirements peculiar to the project which are not otherwise thoroughly or satisfactorily detailed and set forth in the Specifications.

1-09 SUPPLEMENTAL SPECIFICATIONS: The edition of the Minnesota Department of Transportation Standard Specifications for Construction at time of letting and the City of Eden Prairie Standard Detail Specifications for the Construction of Sanitary Sewer, Storm Sewer, and Watermain Systems, shall apply, together with all requirements of the Minnesota Department of Health and Industrial Commission, except as altered or modified by the Special Conditions. Where there is a discrepancy between the Specifications of the City of Eden Prairie and those of Minnesota Department of Transportation, the General Conditions of the City of Eden Prairie shall apply.

The Contractor herein agrees to comply with the Minnesota Occupational Safety and Health Act of 1973 for the performance of the work.

The Contractor shall comply with Minnesota Statutes Section 363 concerning the rules and regulations of the Minnesota Department of Human Rights.

1-10 PLANS: The term means the official drawings, plans, profiles, typical cross sections and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of work to be performed. All such drawings, as listed elsewhere in the Contract Documents, are a part of the Plans whether attached to the Specifications or separate therefrom.

1-11 BIDDER: The term means an individual, firm, co-partnership or corporation, or combination thereof, submitting a Proposal for the work contemplated and acting directly or through a duly authorized representative.

1-12 PROPOSAL: The term means the written offer or copy thereof of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1-13 PROPOSAL GUARANTY: The term means the security designated in the Proposal to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the City of Eden Prairie if the work is awarded to him.

1-14 CONTRACTOR: The term means the Contractor named in the Contract Documents.

1-15 SUBCONTRACTOR: The term means those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material so worked.

1-16 CONTRACT BOND: The term means the Contractor's Performance and Payment Bonds required by the Contract Documents.

1-17 SURETY: The term means the person, firm or corporation who executes the contract bond.

1-18 WRITTEN NOTICE: The term means notice in writing delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to whoever gives the notice.

1-19 GOVERNMENTAL AGENCY: A governmental unit other than the City having jurisdiction in the premises.

- 1-20 ACT of GOD: The term means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or any other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God.
- 1-21 DAYS: The term means, unless otherwise provided, calendar days.
- 1-22 WORKING DAYS: Any day, excluding Saturday, Sunday or State recognized legal holidays, when weather conditions or the results of weather conditions will allow the Contractor to pursue, for two hours between 8:00 a.m. and 4:30 p.m. with the normal working force, any item or items of work which would be in progress at that time.
- 1-23 TIME of COMPLETION: The term means that date set in the Contract Documents for completion of the work; or number of working or calendar days after notice to proceed set out in the Contract Documents. (See also Paragraph 3-25).
- 1-24 INSPECTOR: The term means an authorized representative of the Engineer, assigned to make any or all necessary inspections of the work performed and the materials furnished by the Contractor.
- 1-25 LABORATORY: The term means the testing laboratory designated by the Engineer to inspect and determine the suitability of materials.

SECTION 2 - PLANS, SPECIFICATIONS AND RELATED DATA

- 2-01 INTENT of PLANS and SPECIFICATIONS: The intent of the Plans and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and all incidental work necessary to complete the project in an acceptable manner and to fully complete the work or improvement, ready for use, occupancy and operation of the City.

It is further the intention of the Plans and Specifications to set forth requirements of performance, type of equipment and structures, and standards of materials and construction, to require new material and equipment unless otherwise indicated and to require complete performance of the work without specific reference to any minor component part. It is not intended, however, that material or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted. Materials of work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

All work shall be completed in accordance with the Specifications and Plans, and in compliance with applicable laws of the U.S. Government, State of Minnesota, and the ordinances of the City of Eden Prairie.

- 2-02 CONFLICT: In the case of a conflict of meaning between any of the terms of the Contract Documents, the provisions of the document listed first below control over those of the document listed later:
1. Plans, Proposal, Proposal Form
 2. Special Conditions
 3. Detail Specifications
 4. General Conditions

5. Contract Agreement Form

Special Conditions and Detail Specifications are intended to modify and prevail over Standard Plans and Specifications.

- 2-03 DISCREPANCIES in PLANS: The drawings, specifications, and other parts of the Plans are intended to complement one another. Anything shown on the drawings but not mentioned in the Specifications, or vice versa, or anything not expressly set forth in either but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both, without extra charge. Should anything be omitted from the drawings necessary to the proper construction of the work herein described, it shall be the duty of the Contractor to so notify the Engineer before signing the Contract; and in the event of the Contractor failing to give such notice, he shall make good any damage or defect in his work caused thereby, without extra charge.

Questions as to meaning of Plans and Specifications shall be interpreted by the Engineer, whose decision shall be final and binding on all parties concerned. (See also GC 3-01). The Engineer will provide the Contractor with such information as may be required to show revised or additional details of construction. The Engineer will provide full information when errors or omissions in the Plans and Specifications are discovered. Any work done by the Contractor, after his discovery of such discrepancies, errors or omissions and prior to a decision by the Engineer, shall be done at the Contractor's risk.

- 2-04 ADEQUACY of PLANS and SPECIFICATIONS: Responsibility for adequacy of the design and for sufficiency of the Plans and Specifications shall be borne by the City, except for any work done by the Contractor after discovery of discrepancies, errors, or omissions which shall be the responsibility of the Contractor (See GC 2-03). The complete requirements of the work to be performed under the Contract shall be set forth in Plans and Specifications to be supplied by the City through the Engineer or by the Engineer as representative of the City.

- 2-05 PLANS and SPECIFICATIONS at JOB SITE: One complete set of all Plans and Specifications shall be maintained by the Contractor at the job site and shall be available to the Engineer at all times.

Additional detail and working drawings will be furnished in amplification of the Contract Drawings as provided in the Special Conditions. All such additional drawings are to be considered of equal force with those which accompany the Specifications. The City retains ownership of all Plans, Specifications and Drawings, and they shall be returned to the City upon completion of the work.

- 2-06 SHOP DRAWINGS: The Contractor shall, upon request, submit shop drawings in quadruplicate for the approval of the Engineer.

- 2-07 EXAMINATION of PLANS and SPECIFICATIONS: Before submitting a bid, all Contractors must carefully examine the Plans and Specifications, and are solely responsible for evaluating the likelihood and the extent of any difficulties which may arise on the site of the work.

After the time set for opening of the bids, no bidder may, without the consent of the City, withdraw his proposal or claim extra compensation or damages for any error or omission made by said bidder in preparing his proposal.

In the event of discrepancies between the prices quoted in the proposal, in unit prices and the extensions thereof, the unit prices shall control. The prices are to include the furnishing of all

materials, plant, equipment, tools, and all other facilities and the performing of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

- 2-08 DIMENSIONS: Figured dimensions on the Plans will be used in preference to scaling the drawings. Where the work of the Contractor is affected by finish dimensions or manufacturer's equipment, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.
- 2-09 MODELS: All models prepared for this work, in accordance with requirements of Plans and Specifications, shall become the property of the City at the completion of the work.
- 2-10 PRIVATE PROJECTS: These Specifications are written with the City of Eden Prairie as a party to the Contract. For private projects where the City of Eden Prairie is not a party to the Contract, these Specifications are available for private use. Although in this case, there must be a reference in the Special Conditions as to the Owner, Engineer and City relationships.

SECTION 3 - ENGINEER-OWNER-CONTRACTOR RELATIONS

- 3-01 ENGINEER'S RESPONSIBILITY and AUTHORITY: The Engineer is responsible for the general supervision and direction of the work and whenever, in the exercise of his best judgment, it is necessary to do so to ensure the safety of all those working on the project and all members of the public. The Engineer may stop the work whenever such stoppage is necessary to insure the proper execution of the Contract. The Engineer may reject work and materials which do not conform to the Contract, as determined by special inspections and tests as he may require, to direct the application of forces to any portion of the work as in his judgment is required, to order the force increased or diminished and to decide questions which arise in the execution of the work.

The Engineer is not responsible for the acts or omissions of the Contractor's superintendent or other employees.

The Engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

All such decisions of the Engineer shall be final, except where time or financial considerations are involved, in which case the decision is subject to Arbitration under GC 3-05.

Failure to condemn any inferior material or work at the time of its use or construction shall not be construed as an acceptance of the same, but the Contractor shall, upon notice from the Engineer at any time prior to the final acceptance of the improvement, immediately tear out, remove and properly reconstruct, at his own cost, any portion of this improvement which the Engineer may decide to be defective and the Contractor will be held wholly responsible for the safety, proper construction and perfection of the entire improvement until the same has been finally accepted and paid for by the City of Eden Prairie.

The Engineer will make final inspection of all work included in the Contract or any portion thereof, as soon as practical after notification by the Contractor that such work is nearing completion. If such work is not acceptable to the Engineer at the time of his inspection, he will advise the Contractor in writing as to the particular defects to be remedied before such work can be accepted. If, within a period of ten (10) days after such notification, the Contractor has not taken steps to

speedily complete the work as directed, the Engineer may, without further notice and without in any way impairing the Contract, make such other arrangements as he may deem necessary to have such work completed in a satisfactory manner. The cost of completing such work shall be deducted from any monies due, or which may become due, to the Contractor on his Contract.

- 3-02 SUSPENSION of WORK by ENGINEER: When, in the judgment of the Engineer, unfavorable weather or any other condition makes it impractical to perform work in accordance with the Contract, or should the Contractor fail to carry out the provisions of the Contract or supply materials meeting the requirements of the Specifications, the Engineer may issue to the Contractor a written order to suspend work on all or any part of the Contract work. When conditions are again favorable for prosecution of the work, the Engineer will issue to the Contractor a written order to resume the suspended work. Orders to suspend work will not be written for intermittent shutdowns due to weather conditions unless the suspension of work is to be for an extended period of time. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed down.

Suspension of the work by the Engineer is not grounds for claims by the Contractor for damages or extra compensation.

- 3-03 SUSPENSION of WORK by CITY: The City may at any time suspend the work, or any part thereof, by giving ten (10) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to do so.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the City does not give notice in writing to the Contractor to resume work at a date within a year of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any (See also GC 7-10). This paragraph shall not be construed as entitling the Contractor to compensation for suspension due to failure to furnish adequate surety as specified herein, or for suspension made at the request of or due to the fault of the Contractor.

If suspension of all or part of the work causes additional expenses not due to the fault or negligence of the Contractor, the City shall reimburse the Contractor for the additional expense incurred due to suspension of the work. Claims for such compensation, with complete substantiating records, shall be filed with the Engineer within ten (10) days after the date of order to resume work in order to receive consideration. This paragraph shall not be construed as entitling the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety or sureties specified herein, for suspension made at the request of the Contractor, or for any other delay provided for in the Contract Documents.

- 3-04 SUSPENSION of WORK by CONTRACTOR: The Contractor may suspend work upon ten (10) days written notice to the City and the Engineer, for any of the grounds for termination set forth in GC 3-18.

- 3-05 ARBITRATION: Should there be a dispute about any matter involving the decision of the Engineer which is subject to arbitration, the dispute may be submitted to arbitration by either party to the Contract, provided the City consents to arbitration. (See GC 3-01). The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Engineer to do so and such delay shall not extend beyond the time when the arbitrator or arbitrators shall have the opportunity to determine whether the work shall continue or be suspended

pending decision by the arbitrator or arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party by either personal delivery or by registered mail addressed to the last known address of each within ten (10) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject, however, to any express stipulation to the contrary in the Contract Documents. Should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been rendered against the party demanding arbitration.

No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the City, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minnesota Statutes, Chapter 572, and the Construction Industry Arbitration Rules of the American Arbitration Association.

- 3-06 CONFLICTS: No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect in this Contract. The violation of this provision renders the Contract void. Any federal regulations and applicable State Statutes shall not be violated.
- 3-07 LIMITATIONS of REMEDIES: In the event of a breach of the Contract by the City, the Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
- 3-08 EXAMINATION of COMPLETED WORK: If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, in accordance with requirements of GC 7-04; but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.
- 3-09 CONTRACTOR'S SUPERINTENDENTS: A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and given efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. The Engineer's instructions may be confirmed in writing and shall be so confirmed upon written request of the Contractor.
- 3-10 CONTRACTOR'S EMPLOYEES: The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the project for or on behalf of the Contractor or any of the subcontractors.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit person or persons not skilled in tasks assigned to them.

- 3-11 INSPECTORS: Inspectors may be appointed by the Engineer or City to see that the work is performed in accordance with the Plans and Specifications.

Inspectors shall have authority to suspend all or a portion of the work which is not being properly performed and, subject to the final decision of the Engineer, to condemn and reject defective work and materials.

Inspectors shall have no authority to permit deviation from the Plans and Specifications and the Contractor shall be liable for any deviations made without a written order from the Engineer. If requested by the Contractor, the suspension order will be given in writing. Inspectors shall not act as foremen or perform other duties for the Contractor.

- 3-12 LANDS by CITY: Where the work passes over or through private property, the City will secure right-of-way or easement. The Contractors shall not receive any extra compensation or be entitled to any extras because of delay on the part of the City in obtaining right-of-way or easement.

- 3-13 LANDS by CONTRACTOR: Any additional land or access thereto that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the City. The Contractor shall confine his apparatus and storage materials and operation of his workers to those areas described in the Plans and Specifications and such additional areas which he may provide as approved by the Engineer.

- 3-14 PRIVATE PROPERTY: The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the City. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work.

- 3-15 REMOVAL of CONSTRUCTION EQUIPMENT, TOOLS and SUPPLIES: At the termination of this Contract, before acceptance of the work by the City, the Contractor shall remove all of his equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove them. (See also GC 7-12).

- 3-16 CITY'S RIGHT to CORRECT DEFICIENCIES: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City after ten (10) days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. (See also GC 7-12).

- 3-17 CITY'S RIGHT to TERMINATE CONTRACT and COMPLETE the WORK: The City has the right to terminate the employment of the Contractor for any of the following reasons:

1. The Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or becomes insolvent;
2. Failure of Contractor to supply adequate properly skilled workmen or proper materials;
3. Failure of Contractor to make prompt payment to subcontractor for material or labor;
4. Any disregard of laws, ordinances or proper instructions of the Engineer;

5. Assignment or work without permission of the City;
6. Abandonment of the work by Contractor;
7. Failure to meet the work progress schedule set forth in the Contract;
8. Unnecessary delay which, in the judgment of the Engineer, will result in the work not being completed in the prescribed time.

Termination of the Contract shall be preceded by seven (7) days written notice by the City to the Contractor and his surety stating the grounds for termination and the measures, if any, which must be taken to assure compliance with the Contract. The Contract shall be terminated at the expiration of such seven (7) day period unless the City Council shall withdraw its notice of termination.

Upon termination of the Contract by the City, the City may complete the work required by the Contract by whatever means it deems expedient, including requiring the Contractor's surety to complete the work.

The taking over of the work by the City upon contract termination shall not affect the right of the City to recover liquidated damages from the Contractor or his surety for failure to complete the Contract.

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

When the City assumes control of the work under the Contract pursuant to termination the City may take possession of the work and all material, tools and equipment therein belonging to the Contractor and may use the same to complete the work at Contractor's expense.

Upon Contract termination, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial and administrative services, the excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City. The expenses incurred by the City as herein provided and the damages incurred through the Contractor's default shall be certified by the Engineer. (See also GC 7-12).

3-18 CONTRACTOR'S RIGHT to TERMINATE CONTRACT: The Contractor may terminate the Contract upon ten (10) days written notice to the Owner and the Engineer for any of the following reasons:

1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or his employees.

2. If the Engineer should fail to act upon any Request for Payment, in the manner set forth in GC 7-06, within ten (10) days after it is presented in accordance with the General Conditions.
 3. If the City should fail to act upon any Request for Payment, in the manner set forth in GC 7-07, within 31 days after its approval by the Engineer.
 4. If the City should fail to pay the Contractor any sum within 31 days after its award by arbitrators.
- 3-19 INJUNCTIONS: If by reason of any court proceedings, instituted by any third party or by the City affecting, directly or indirectly, the construction or completion of any portion or portions of this improvement, the Contractor or the City of Eden Prairie shall be unable to construct or complete said portions of the work, and if in consequence thereof it shall in the discretion of the City Council, be impractical to construct or complete any other portion or portions thereof, the Contractor shall, and does hereby waive any and all claims for damages because of such inability to complete the improvement as planned, and the Engineer shall have the right to report such improvement as completed and file his final estimate thereon as provided for in the full completion of other improvements in the City, and the Contractor shall accept in full payment of his work upon said improvement, and as a cancellation of his Contract thereof, a sum of money determined in strict accordance with his proposal for the Contract, on the basis of the work actually completed up to the time of stopping thereof.
- 3-20 RIGHTS of VARIOUS INTERESTS: Wherever work being done by the City's employees or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.
- 3-21 SEPARATE CONTRACTS: The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends upon the proper execution or results of the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work after the execution of his work.

To insure the proper execution of his work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

- 3-22 SUBCONTRACTS: At the time specified by the Contract Documents or when requested by the Engineer, the Contractor shall submit in writing to the City for approval the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request of and with the approval of the City. The Contractor is responsible to the City for the acts and omissions of his employees and Subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City.

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his work, including the following

provisions of this Section, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City Engineer.

The Subcontractor agrees to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the City. The Contractor agrees to be bound to the Subcontractor by all the obligations that the City assumes to the Contractor under the terms of said documents, and by all the provisions thereof affording remedies and redress to the Contractor from the City.

The Contractor shall not assign, sublet, or transfer the whole or any part of the work herein specified without the written consent of the City. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the Specifications are separated into title sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between Contractor and Subcontractor.

- 3-23 WORK DURING an EMERGENCY: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the Engineer of the emergency as soon as practical, but he shall not wait for instructions before proceeding to properly protect both life and property (See also GC 4-03). In cases where the Contractor cannot or does not meet the emergency, the City may take appropriate action to protect life and safety.
- 3-24 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, signed by the parties to be bound or by the representatives of the parties authorized to enter into such a waiver or modification, and no evidence shall be introduced in any proceeding of any other waiver or modification.
- 3-25 CONSTRUCTION SCHEDULE: After being awarded the Contract, the Contractor shall prepare and submit to the Engineer for approval a progress schedule which will insure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon order of the Engineer and to carry out the schedule to completion of the Contract within the time specified.
- 3-26 DELAYS and EXTENSION of CONTRACT TIME: The Contractor herewith specifically waives claims for damages for any hindrance or delay. He will, in lieu thereof, be granted extensions of time for which liquidated damages will not be claimed by the City for the following causes: A delay caused the Contractor by any suit or other legal action against the City will entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds 90 days. When such period is exceeded, the City will, upon request by the Contractor in writing, either terminate the Contract, or grant a further extension of time, whichever as may at that time appear most desirable to both parties.

If the Contractor be delayed at any time in the progress of the work by an act of neglect of the City or the Engineer or any employees of either, or by any other Contractor employed by the City, or by strike, fire, unusual delay in transportation, unavoidable casualties, or other causes beyond the

Contractor's control, or by any cause which, in the opinion of the Engineer, shall justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefore made in writing to the Engineer.

Shutdowns due to improper work, or otherwise due to the Contractor's operation, are not cause for extension of time.

If during the term of this Contract, the volume of the specified work, measured in dollars, is increased over the total value shown on the Contractor's proposal at the time the award of Contract is made, the Contractor will be granted an extension proportionately equal to the increase in the total value. Should unforeseen conditions require the performance under an Extra Work Order, of work more complex or difficult than that originally specified and shown on the Plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to the Engineer, in writing, prior to the performance of such work, his estimate of the added time required for such work.

The City will, if such estimate be reasonable, allow an added extension of time equal to the difference between the total time required and the proportional increase in the dollar value of the work.

SECTION 4 - SCOPE OF WORK

4-01 **ESTIMATE of QUANTITIES:** The schedule of quantities, although stated with as much accuracy as is possible in advance, is approximate only and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified in the Contract Documents. (See GC SECTION 7).

4-02 **ADDITIONAL INSTRUCTIONS:** If the instructions and Plans are not sufficiently clear to permit the Contractor to proceed with the work, the Engineer shall, either upon his own initiative or upon the request of the Contractor, furnish additional written instructions, together with additional drawings as may be necessary. When such request is made by the Contractor, it must be in ample time to permit the preparation of the instructions and drawings by the Engineer before the construction of the work covered by them is undertaken. Such additional instructions and drawings shall be consistent with the Contract Documents and shall have the same force and effect as if contained in the Contract Documents.

For the purpose of avoiding delays in the preparation of such additional instructions and drawings, the Engineer and the Contractor shall jointly prepare a schedule showing the time for the commencement of the work to be included in them and the time the Contractor shall furnish the necessary shop drawings which may be necessary for their preparation. The Contractor shall do no work without proper drawings or instructions and shall, at his own expense, replace any work not in accordance with such drawings and instructions.

4-03 **CHANGES or ALTERATIONS in the WORK:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work; the Contract sum being adjusted according to the respective unit bid prices. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Any claims for compensation adjustment shall be in accordance with MnDOT 1517. Consequently, if the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involved extra cost under the Contract, he shall give the Engineer written notice thereof within seven (7) days, after the receipt of such instructions and in any event before proceeding to execute the work, except emergency endangering life or property, and the procedure shall then be provided for elsewhere herein for changes in the work. No such claim shall be valid unless so made.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work but otherwise (except in an emergency endangering life or property) no extra work or change shall be made unless in pursuance of a written order by the Engineer, and provided that such work or change does not change the dollar value of the total contract amount or 25% of any major contract item (as defined in the MnDOT Standard Specification for Construction).

- 4-04 INTERPRETATIONS and CHANGE ORDERS: No oral interpretation shall be made to the Contractor as to the meaning of any of the Contract Documents, or to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Engineer. The City will not be responsible for any other explanation or interpretation of the Plans and Specifications.

If unforeseen conditions require a change in the dimensions of a structure, location of underground pipes, or major variations of a similar nature from the original Plans, necessitating exceeding the reasonable limits defined below, or being of the nature of a substantial departure from the original Plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore. The compensation to be paid the Contractor and whether it is an addition or a reduction with respect to the original Contract costs is also to be covered in detail. Should additional or supplemental drawings be required, they will be furnished by the City Engineer.

- 4-05 SALVAGE: Unless otherwise indicated on the Plans or in the Special Conditions, all castings, pipe and any other material taken from the work shall be the property of the Contractor.

- 4-06 CLEANUP: The Contractor shall at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within 72 hours after request by the Engineer, the work may be done by the City and cost thereof be charged to the Contractor and deducted from his final estimate. (See also GC 7-12).

- 4-07 TAXES: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

- 4-08 PERMITS: The City of Eden Prairie will apply for all necessary permits unless otherwise noted. The Contractor shall secure and pay for all necessary bonds and meet all additional requirements of these permits.

The Contractor shall also be responsible for obtaining a permit from the City of Eden Prairie Engineering Division for any project that involves work within City right-of-way or public easements. The permit shall include, but not be limited to; utility connections and installations, underground construction, placement of obstructions or structures, removal of existing streets and connections to any existing City facilities.

SECTION 5 - MATERIALS AND WORKMANSHIP

5-01 **QUALITY of EQUIPMENT and MATERIALS:** In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design as determined by the Engineer.

Whenever in these Specifications a material or article is specified by using the specific description or name of proprietary product, or name of a manufacturer or vendor, rather than by using descriptive detail or substance and function, any article which will perform the duties imposed adequately and to the same effectiveness as determined by the Engineer, will be acceptable as a substitute in lieu of the material or articles so specified.

The source of supply of the materials to be used shall be approved by the Engineer before delivery is started. The approval of the source of any material is effective as long as the material itself conforms to the Specifications. Only materials conforming to the requirements of these Specifications shall be used in the work. The source of any material shall not be changed at any time without the written approval of the Engineer. The Contractor may be required at any time to furnish a complete statement of the origin, composition and manufacturer of any or all materials required in the work, or to submit samples of the same.

Unless otherwise specified, all materials shall be new and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials or tools used by him.

All materials, supplies, and articles furnished shall, whenever so specified, and otherwise wherever practical, be the standard stock products of recognized reputable manufacturers as determined by the Engineer.

The Contractor shall furnish a complete list of proposed desired substitutions, together with such engineering and catalog data as the Engineer may require. List and information must be submitted prior to submittal of first progress payment estimate.

The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute material shall be used unless so approved in writing.

5-02 **MATERIALS FURNISHED by the CITY:** Materials specifically indicated will be furnished by the City. The fact that the City is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the City, he shall notify the Engineer. Materials furnished by the City, which are not of local occurrence, will be provided at locations listed on Plans or in Specifications. The Contractor shall be responsible for material loss or damage, including that caused by third parties, after his receipt of material.

5-03 MATERIALS FURNISHED by the CONTRACTOR: All materials used in the work shall meet the requirements of the respective Plans and Specifications. All material not otherwise specifically indicated shall be furnished by the Contractor.

5-04 STORAGE of MATERIALS: Materials shall be stored so as to insure the preservation of their quality and fitness for the work and such materials, even though approved before storage, shall be subject to test and must meet the requirement of these Specifications at the time it is proposed to use them in the work. Materials shall be stored in a manner that will facilitate inspection. The portion of the right-of-way not required for public travel may, with the consent of the Engineer, be used for storage purposes, and for the placing of the Contractor's plant and equipment; but any additional space required; unless otherwise stipulated, shall be provided by the Contractor at his expense.

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by this Contract and for the materials delivered at the site intended to be used in the work and all injury or damage to the same from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for and shall protect all materials intended to be used in the work and all work in progress as well as completed work. He shall take all necessary precautions to prevent injury or damage to the work in progress of construction by flood, freezing or from inclemencies of the weather at any and all times and only approved methods shall be used for this purpose.

5-05 REJECTED WORK and MATERIALS: All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected and shall be removed immediately from the right-of-way, unless otherwise permitted. No materials which have been rejected -- the defects on which have been corrected or removed -- shall be used until approval has been given.

If the Contractor does not remove such condemned work and materials within a reasonable time fixed by written notice, the City may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract Documents without expense to the City and shall bear the expense of making good all work of the other contractors destroyed or damaged by such removal or replacement.

Work done contrary to or regardless of the instructions of the Engineer, work done without lines, grade or cross section stakes and grades shown on the Plans or as given by the Engineer, or any deviation made from the Plans and Specifications without written authority will be considered unauthorized and at the expense of the Contractor, and will not be measured or paid for by the City. Any and all work so done may be ordered removed and replaced immediately at the Contractor's expense. (See also GC 7-09).

5-06 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

- 5-07 CUTTING and PATCHING: The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Plans and Specifications to complete the work. He shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structures that will endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his direction.
- 5-08 PATENTS: All fees or royalties for patented inventions, equipment, or arrangements that may be used in any manner connected with the construction or erection of the work, or any part thereof, shall be included in the price mentioned in the Contract.
- 5-09 CONTRACT BOND: Before execution of this Contract and within ten (10) days after the notice of acceptance thereof by the City to the Contractor, the Contractor shall furnish the City a Payment Bond and Performance Bond conditioned as required by Minnesota Statutes, Section 574.26, and the Contract Documents. The Performance and Payment Bonds shall remain in full force and effect through the guaranty period.
- 5-10 GUARANTY: The Contractor shall warrant and guarantee and agree to maintain the stability of all work and materials done, furnished and installed under this Contract for a period of two (2) years after final payment in accordance with the provisions of the Contract Agreement and the Performance Bond required by GC 5-09.

The date of final payment is considered the date listed on the City approved final estimate of payment.

The obligation of the Contractor pursuant to this section shall be in addition to and not in limitation of any obligations imposed upon him by any other provision of the Contract Documents or any other obligation imposed or prescribed by law.

The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions of Section 7.

- 5-11 OVERWEIGHT POLICY: The Contractor shall be advised that the City of Eden Prairie will closely adhere to the policy of MnDOT on the payment of materials brought to the project site on overweight loads. This policy is defined in the MnDOT Construction Administration Manual, Section 5-591.380, dated May 16, 2011.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

- 6-01 CONTRACTOR'S RESPONSIBILITIES: The Contractor shall furnish all necessary machinery, tools, labor and materials of every character required, and shall fully complete the work in accordance with the Plan, Specifications, and Detail Drawings, for the prices bid. All equipment to be used must be approved by the Engineer prior to starting the work. The entire work to be performed under the Contract for this improvement is to be at the Contractor's risk, and he is to assume the responsibility for and risk of all damages to the work or to property adjacent to or on the line of said work. The Contractor shall have charge of and be responsible for entire improvement until its completion and acceptance. It shall be his responsibility to maintain all stages of work in a

safe and suitable condition at all times, including nights, weekends, and holidays. The Contractor shall make observations of his work during such periods as are necessary to insure proper care of the work. He shall be liable for any defects which may appear or be discovered on his work before the final payment herein specified.

Whenever the Contractor is not present on the work, directions will be given to the Superintendent or Foreman who may have immediate charge thereof, and shall by him be received and strictly obeyed. The Contractor shall designate one person who shall have charge of the job and to whom the inspector shall notify regarding the work. If any person employed on the work shall refuse or neglect to obey the directions of the City Engineer, or his duly authorized representative, in anything relating to the work, or shall appear to be incompetent, disorderly or unfaithful, he shall, upon the request of the City Engineer be at once discharged and not again employed upon any part of the work.

The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with the dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

The Contractor and his sureties shall save harmless the City and any and all of its officers, agents, consultants and employees from any claims and demands or losses, damages, costs, charges and expenses of every nature and description, whether direct or indirect, because of the performance of this Contract, including all injuries to workmen or persons other than workmen and for all property damages. The Contractor shall indemnify the City against any such loss or any liability of any nature, whether direct or indirect, and the City reserves the right to deduct from any money due the Contractor the amount of any judgment of claims therefore.

The obligations of the Contractor do not extend to the liability of the consultant or Special Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications which are certified by the Special Engineer. The approval of the above documents by the Special Engineer shall be subject to the conditions, limitations and exceptions stated on such documents and in the Contract Documents. No approval of any document by the Special Engineer shall be implied. The Special Engineer shall not be deemed to have approved any document unless such document bears the Special Engineer's Certificate or Seal.

6-02 **RESPONSIBLE CONTRACTOR:** Contractor warrants under oath that Contractor is in compliance with the minimum criteria required of a “responsible contractor” as that term is defined in Minnesota Statutes § 16C.285, subd. 3. Contractor has provided to City a list of all of its first-tier subcontractors and motor carriers that it intends to retain for work on the project. The Contractor has obtained from all subcontractors and motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that the subcontractor or motor carrier meets all of the minimum criteria in § 16C.285, subd. 3. If Contractor retains additional subcontractors or motor carriers on the project after submitting its verification of compliance, the Contractor shall obtain verification of compliance from each additional subcontractor and motor carrier with which it has a direct contractual relationship and shall submit to the City a supplemental verification confirming the subcontractor’s and motor carrier’s compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors or motor carriers. Contractor shall submit to the City upon request copies of the signed verifications of compliance from all subcontractors and motor carriers of any tier pursuant to Minn. Stat. §

16C.285, subd. 3(7). A false statement under oath, by Contractor, subcontractor, or motor carrier, verifying compliance with any of the minimum criteria may result in termination of the Contract.

- 6-03 DATA PRACTICES ACT: The Contracting Party shall at all times abide by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Government Data Practices, to the extent that the Act is applicable to data and documents in the hands of the Contractor.
- 6-04 DISCRIMINATION: In performance of this contract, the Contractor shall not discriminate on the grounds of or because of race, color, creed, religion, national origin, sex, marital status, status with regards to public assistance, disability, sexual orientation, or age against any employee of the Contractor, and subcontractor of the Contractor, or any applicant for employment. The Contractor shall include a similar provision in all contracts with subcontractors to this contract. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minn. Stat. 363.01, et seq., Title VI of the Civil Rights Act of 1964, and the American with Disabilities Act of 1990.
- 6-05 USE of PREMISES: The Contractor shall confine his equipment, storage of materials and operation or work to the limits indicated by law, ordinances, permits or direction of the Engineer, and shall not unreasonably encumber the premises with his materials.
- 6-06 PRIVILEGES of CONTRACTOR in STREETS, RIGHTS-OF-WAY and EASEMENTS: For the performance of the Contract, the Contractor will be permitted to occupy such portions of streets or alleys, or other public places, or other rights-of-way, as shown on the Plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction purposes may be stored in such space, but not more than is necessary to avoid delays in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designed to be left free and unobstructed, nor inconvenience occupants of adjoining property. Other Contractors of the City may, for all purposes required by their contracts enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the City all reasonable facilities and assistance for the completion of adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own cost and expense.

Where the work encroaches upon right-of-way of any railway or State or County Highway, the City will apply for the necessary easement or permit for the work. The Contractor shall secure the permit, pay the cost of original permit fees and provide bonds as required at no additional compensation. Where railway tracks or such highway are to be crossed, the Contractor shall observe all the regulations and instructions of the railway company and Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the railway company and Highway Department, except the right-of-way, shall be made by the Contractor at his expense. The Contractor will not be paid direct compensation for such railway or highway crossing, unless so provided in the Special Conditions and Proposal.

- 6-07 SAFETY: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees and property. The safety provisions of applicable laws and local building and construction codes shall be observed.

The Contractor is solely responsible for the safety, proper construction and perfection of the entire work until the same has been finally accepted and paid for by the City. The Contractor is responsible for conducting his work in compliance with the requirements of applicable State and Federal laws, and the rules and regulations of such governmental agencies having jurisdiction over such operations.

The Contractor shall be solely responsible for providing temporary ladders, guard rails, shoring, bracing, dewatering, if required, warning signs, night lights, and other safeguards desirable or required by the Engineer and by the State and Federal laws.

The Contractor shall provide and maintain, at his own expense and on a 24-hour basis, all necessary safeguards such as watchmen, warning signs or signals, barricades and night lights at all unsafe places at or near the work. Special care shall be exercised to prevent vehicles, pedestrians, and livestock from falling into open trenches or being otherwise harmed as a result of the work.

Excavations in or adjacent to public streets or alleys in which water stands more than one foot deep shall be securely barricaded with snow fence so as to prevent access by small children at all times work is not being carried on at the site of excavation. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least two lights at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work. The Contractor shall in all cases maintain safe passageways at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accident or loss of any kind.

6-08 FAILURE to PAY for LABOR and MATERIALS: If, at any time, the Contractor fails to pay the Subcontractor or the laborers employed upon the work, or fails to pay for the materials used therein, the City may withhold from the money which may be due the Contractor under this agreement such amount or amounts as may be necessary for the payment of such Subcontractors, laborers, or materials, and may, acting as agent for the Contractor, apply the same to such payments and deduct the same from the final estimate of the Contractor.

6-09 MOVING of PUBLIC and PRIVATE UTILITIES: The City will give reasonable notice to all affected utility companies of necessary movement of their installations prior to commencement of the work. It shall be the responsibility of the Contractor to coordinate his work with that of the utilities in such manner as to cause the least possible interference, and as may be further provided in the Special Conditions and Specifications.

It is provided that no utility, private or public, shall be moved to accommodate the Contractor's equipment or his method of operation when such utility does not conflict with the installation of the improvement under construction unless the costs of such removal shall be at the expense of the Contractor.

The Contractor shall notify the proper representatives of any public utility, corporation, and company or individual, not less than 48 hours in advance of any work which might damage or interfere with the operation of their or his property along or adjacent to the work.

6-10 PROTECTION of PUBLIC and PRIVATE UTILITIES: The Contractor shall support and protect by timbers or otherwise, all pipes, conduits, poles, wires or other apparatus which may be in any way affected by the work. If, through the Contractor's operations, any of said pipes, conduits, poles, wires, or apparatus should be damaged, they shall be repaired by the authorities having control of same, and the expenses of such repairs shall be charged to the Contractor.

The Contractor shall indemnify and save the City harmless from claims for any damage done to any street or other public property, or to any private property by reason of breaking of any water pipe, sewer or gas pipe, electric conduit, or other utility by or through his negligence.

The Contractor shall restore, or have restored at his own cost and expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the City or the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon 48 hours written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild, or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due to the Contractor under this Contract and if not so deducted, the Contractor will be obligated to forthwith reimburse the City for the cost thereof.

The Contractor shall indemnify and save the City harmless from claims brought for or on account of any damage, maintenance, removal or replacement, or relocation of mains, conduits, pipes, poles, wires, cables or other such structures of private utility firms or corporations, whether underground or overhead, that may be caused or required by the Contractor during the time the work is in progress. In cases where the alignment, as shown on the Plans, coincides with the existing location of either an overhead or underground privately owned utility so that, in the opinion of the Engineer, the relocation of said utility is required to complete the installation, the City shall not be responsible for any cost associated for such relocation.

6-11 DAMAGE to EXISTING IMPROVEMENTS and UTILITIES: Prior to construction, the Contractor shall obtain field locations or other assistance as may be required to determine the existence and location of gas main and other private utilities as well as public utilities of the City, County or State which may be underground or overhead within street and highway right-of-way or within easements and which may be interfered with under this Contract.

Existing underground, surface or overhead structures are not necessarily shown on the Plans, and those shown are only approximately correct and no responsibility is assumed by the City or the Engineer for the accuracy of location. The Contractor shall make such investigations as are necessary to determine the extent to which existing structures may interfere with the work contemplated under this Contract.

The sizes, locations and depths of such structures as are shown on the Plans and profiles are only approximately correct and the Contractor shall satisfy himself as to the accuracy of the information given.

The Contractor shall not claim or be entitled to receive compensation for any damages sustained by reason of the inaccuracy or the omission of any of the information given on the drawings, relative to the surface, overhead, or underground structure or by reason of his failure to properly protect and to maintain such structures.

The Contractor is to exercise extreme care in crossing or working adjacent to all utilities and shall be responsible to protect and maintain their operation during the time the work is in progress. The Contractor shall restore, at his own expense, any public structures such as water mains, water connections and appurtenances, sewers, manholes, catch basins and sewer connections which are damaged or injured in any way by his acts.

When existing sewers have to be taken up and removed, the Contractor shall, at his own cost and expense unless otherwise noted in the plans or special conditions, provide and maintain temporary outlets and connections for all private or public drains and sewers. The Contractor shall also take

care of all sewage and drainage which will be received from these drains and sewers, and for this purpose, he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at his own expense, shall construct such troughs, pipes, or other necessary structures, and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and so that the work under construction will be adequately protected.

At all shaft sites and on all open cut work, the Contractor shall provide and maintain free access to fire hydrants, water and gas valves, manholes and similar facilities. Gutters and waterways shall be kept open or other satisfactory provisions made for the removal of storm water. The Contractor hereby agrees it will indemnify and defend the City for all damages which may be incurred by the City due to Contractor's failure to comply with these provisions.

The Contractor shall provide, at his own expense and cost, all methods for adequately draining the work and shall assume full responsibility and liability for damage to any persons or property resulting from such damage. No separate compensation will be paid for sub-drains, or other methods of draining, but the cost thereof shall be merged with such contract pay items as are provided in the Proposal and Contract.

No trees shall be cut except upon the specific authority of the Engineer. Trees adjacent to the work shall be protected from all damage by the construction operations. (See also GC 6-24)

- 6-12A MAINTENANCE of TRAFFIC: The Contractor is responsible for maintenance, control and the safeguarding of traffic within and immediately abutting the project as further outlined herein, and as may otherwise be provided in the Special Conditions. The City is responsible for maintenance, control, and safeguarding of traffic on all detours which do not lie within the project limits, unless otherwise required in the Special Conditions. The City agrees to make necessary arrangements with other governmental agencies to issue compliance with GC 6-09A through 6-09H.
- 6-12B STREET CLOSURES or PARTIAL CLOSURES: Streets may be closed to through traffic but shall not be closed to traffic until such closure has been approved by the City. Street closures shall be made in such a manner as to provide for maximum public safety and public convenience. They shall be opened to through traffic at such time as the work has been completed, or as the City may direct.
- 6-12C EXISTING TRAFFIC SIGNS and FACILITIES: The City will make all necessary adjustments to traffic signals and traffic signal activators at no cost to the Contractor. Existing traffic and street name signs which will interfere with construction will be removed by the City, as required by the Contractor's construction schedule. Upon completion of the project, the City will reset all such signs.
- 6-12D DETOURS: Detours outside the limits of the project shall be the sole responsibility of the City unless otherwise provided in the Special Conditions. Detours within the limits of the project, such as side street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic, shall be included in the appropriate unit price or lump sum, as applicable.

- 6-12E LOCAL and EMERGENCY TRAFFIC: Local traffic shall be provided access to private properties at all times, except during some urgent stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of portland cement concrete pavement, and deep sewer excavations which prohibit safe travel of vehicular traffic. Emergency traffic such as police, fire and disaster units shall be provided reasonable access at all times.
- 6-12F PROTECTION of PEDESTRIAN and VEHICULAR TRAFFIC: The Contractor shall take every precaution to protect pedestrian and vehicular traffic.
- 6-12G RESTRICTION of PARKING: Where parking is a hazard to through traffic or to the construction work, it shall be restricted either entirely or during the time when it creates a hazard. Signs for this purpose will be initially furnished and placed by the City. The Contractor shall be responsible for and shall maintain the signs if they are used on any street which is directly involved in the construction work. If the parking signs are to be used beyond the confines of the work area, such as another street being used as a detour, the signs will be the responsibility of the City.
- 6-12H FLAGMEN: The Contractor shall furnish, at his own expense, all flagmen who may be needed.
- 6-13 TRAFFIC CONTROL WITHIN and ABUTTING the PROJECT: The Contractor shall place and maintain all signs, barricades and warning lights within the limits of the project on all streets, alleys and driveways entering the project so that approaching traffic will turn right or left on existing undisturbed streets before reaching the warning signs and barriers immediately abutting the project.
- Barricades shall be furnished by the Contractor. The Contractor shall insure that erected barricades conform to requirements of the "Manual on Uniform Traffic Control Devices".
- Unless otherwise provided in the Special Conditions, the City will assume responsibility for signs and traffic control devices beyond the limits hereinbefore described.
- 6-14 USE of EXPLOSIVES: Blasting will not be permitted in any case without specific authority of the City, and then only under such restrictions as may be required by the proper authorities.
- If it is necessary to use explosives in the performance of the work, the Contractor shall take out permits and comply with all the laws, ordinances and regulations governing the same. He shall fully protect all completed works as well as all overhead, surface or underground structures and shall be liable for any damage done to the work or to other structures on public or private property and injuries sustained by persons, by reason of the use of explosives and in his operations. Explosives shall be handled, used and fired only by experienced personnel. All firing shall be done by electricity. All explosive supplies shall be safely stored and protected in an approved manner. All such storage places shall be marked clearly "DANGEROUS EXPLOSIVES". Caps or other exploders shall not be stored at the place where dynamite or other explosives are stored.
- 6-15 RAILROAD CROSSINGS: Wherever a project is being constructed beneath, at grade or above railroad track, it shall be the Contractor's responsibility to contact the railroad company prior to constructing such crossings and to proceed with the construction as directed by the railroad company. The Contractor shall comply with all construction and additional insurance requirements of the railroad company. The Contractor shall hold the City harmless from any and all damages resulting from his operation in the construction at such crossings. (See also GC 6-05)

6-16 SANITARY PROVISIONS: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Governmental Agency having jurisdiction thereover. He shall permit no public nuisance.

Suitable sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided and maintained by the Contractor.

6-17 WATER: The Contractor shall make arrangements with the proper City Officials or private parties for obtaining any water which may be needed at no additional compensation, unless a bid item for water has been provided in the Proposal Form.

6-18 NOISE ELIMINATION: The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressing plants shall be equipped with silencers and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers.

6-19 FOSSILS: If any fossils or treasures or other unusual or valuable geological formations are found in the progress of excavating, such fossils, treasure or samples of geological formations shall be carefully preserved by the Contractor, who shall convey such items to a State or Federal Agency concerned with their preservation and study. These items shall become the property of said State or Federal Agency.

6-20 RIGHT to USE IMPROVEMENT: The City shall have the right to open to traffic or public use any portion of this improvement prior to the final completion of the whole work, but the use of any part or portion of this improvement by the City, by the public, or by any person or party, shall not be construed as acceptance of any portion of the work prior to the time of final completion and acceptance of the entire improvement.

6-21 MONUMENTS and STAKES: The Contractor shall not disturb any monuments or stakes found on the line of this improvement until ordered by the Engineer. The Engineer will furnish and set all new monuments or stakes required along the line of this improvement, but the Contractor will be responsible for their protection.

In case any monument or stake is disturbed by the Contractor without orders from the Engineer, the Contractor will be charged the cost of the survey and other work required to relocate the same.

The Contractor shall give the City 48 hours written notice when he requires the service of the Engineer for laying out any portion of the work.

Re-staking of the project will be at the Contractor's expense.

The Contractor is required to take every precaution to protect all United States Public Land Survey (USPLS) monuments. In the event the monuments have to be disturbed, the Contractor must notify the Hennepin County Surveyor's office a minimum of 48 hours in advance.

6-22 DISCRIMINATION on ACCOUNT of RACE, CREED, or COLOR: The Contractor agrees that the provisions of Minnesota Statutes, Section 181.59, are as much a part of this Contract as if fully set forth herein.

6-23 INSURANCE AND INDEMNIFICATION:

1. Insurance

- a. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.
- b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker’s Compensation Statutory Limits

Employer’s Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
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Commercial General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
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Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.)
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Umbrella or Excess Liability	\$1,000,000
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- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- d. Contractor shall maintain “stop gap” coverage if Contractor obtains Workers’ Compensation coverage from any state fund if Employer’s liability coverage is not available.
- e. All policies, except the Worker’s Compensation Policy, shall name the “City of Eden Prairie” as an additional insured on ISO forms CG 20 10 07 04 or CG 20 10 04 13; and CG 20 37 07 04 or CG 20 37 04 13, or their equivalent.

- f. All policies shall apply on a “per project” basis.
- g. All policies shall contain a waiver of subrogation in favor of the City.
- h. All policies shall be primary and non-contributory.
- i. All policies, except the Worker’s Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Contract.
- j. Contractor agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following City’s written acceptance of the Work.
- k. It shall be Contractor’s responsibility to pay any retention or deductible for the coverages required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days’ prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days’ prior notice to the City.
- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- n. **A copy of the Contractor’s Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor’s Work.** Upon request a copy of the Contractor’s insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City’s right to enforce the terms of Contractor’s obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- o. **Effect of Contractor’s Failure to Provide Insurance.** If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City’s officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney’s fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors,

agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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

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

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

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

- 6-24 WORKING HOURS: The normal working hours under this Contract shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. The Contractor may apply for changes to these hours by writing to the City Engineer.

Work performed after dark shall be adequately illuminated.

- 6-25 TREES: Trees scheduled for removal shall be so designated by the Engineer. Unauthorized removal of trees by the Contractor shall be replaced caliper inch for caliper inch but in any event all replacement trees shall be Oak (or approved equal) and shall have a minimum 4" diameter and shall meet the requirements of MnDOT 3861. The replacement of trees so removed shall be at the expense of the Contractor.

SECTION 7 - MEASUREMENT AND PAYMENT

- 7-01 MEASUREMENT: The determination of pay quantities or work performed under the Contract will be made by the Engineer based upon the lines, grades, and cross sections given, or measurements made by him or his assistants. All items will be computed in the units in the Proposal.
- 7-02 CLAIMS: To receive any payment on this Contract, the invoice or bill must include the following signed and dated statement: **"I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."**
- 7-03 SCOPE of PAYMENT: The Contractor shall accept the compensation, as provided in the Contract, in full payment for furnishing all materials, labor, tools and equipment necessary to the

completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Plans and Specifications. (See also GC 4-03).

Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work. (For payment of materials on site, see GC 7-05).

The unit Contract prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "In Place", unless the Plans and Specifications shall provide otherwise.

7-04 PAYMENT of EXTRA WORK: Adjustments, if any, in the amounts to be paid the Contractor by reason of any change, addition, or deduction, shall be determined by one or more of the following methods:

1. **FOR ITEMS COVERED BY THE PLANS AND SPECIFICATIONS:** The City reserves the right to increase or decrease, within reasonable limits, any of the quantities shown. The term "reasonable limits" shall mean a 25 percent increase or decrease in the quantities on any one Major Contract item. In the event the actual quantities differ more than the reasonable limits, an equitable revision of the unit price shall be made when requested by either the City or the Contractor.

This 25 percent limit does not apply to items specifically excluded or listed as optional by the City, nor to minor Contract items (items amounting to less than 5% of the total Contract).

2. **FOR ITEMS NOT COVERED BY THE PLANS AND SPECIFICATIONS:** If the Engineer orders, in writing, the performance of any work not covered by the Plans or included in the Specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:
 - a. The Contractor shall be reimbursed for all costs incurred in doing the work and shall receive an additional payment of 5% of all such cost to cover his indirect overhead costs, plus 10% of all cost, including indirect overhead as his fee.
 - b. The term "cost" shall cover all payroll charges for men employed and supervision required under the specific order, together with all Worker's Compensation, Social Security, pension and retirement allowance and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed-upon rates, together with cost of fuel and supply charges on same; and any other costs incurred by the Contractor as a direct result of executing the order, if approved by the Engineer.

- c. The cost of the work done each day shall be submitted to the Engineer in a satisfactory form on the succeeding day, and shall be approved by him or adjusted at once.
- d. Monthly payments of all charges for Force Account Work in any one month shall be made on a monthly basis contingent upon City Council approval. These payments shall include the full amount of fee earned on the cost of the work done.

Claims for extra work not ordered in writing by the Engineer will not be allowed. (See also GC 4-02, 4-03, and 4-04).

7-05 PROGRESS PAYMENTS, RETAINED PERCENTAGE: Progress Payments will be issued on a monthly basis for all work completed to the end of the preceding month. Progress estimates shall be prepared on a City approved template by the Engineer as accurately as the available information will permit but the only estimate that is binding will be the final estimate. Before the final estimate is prepared, all quantities will be reviewed and rechecked. Progress payments will be made in cash or equivalent. The City will retain 5% of the total amount owing the Contractor until 30 days after the Contract has been completed and accepted by the City.

In accordance with Minnesota Statute 15.73, the Contractor may elect to provide securities in lieu of retainage. However, the Contractor shall inform the City of this intention and provide the proper securities in the amount of 5% of the total contract price prior to the first payment being made on the contract.

If no claims or liens have been filed within a 30-day period, the retained percentage will be paid within 25 days of the expiration thereof. Should any liens or claims be filed, the retained percentage will be held until satisfactory agreement is reached between the City, the Contractor and the Contractor's surety.

Monthly estimates may include 90% of the value of acceptable materials required in the construction, which have been delivered on the site of the work or adjacent railway siding, and for which acceptable provisions have been made for preservation and storage. Such material when so paid for by the City shall become the property of the City, and in the event of the default on the part of the Contractor, the City may use or cause to be used such materials in construction of the work provided for in the Contract. The amount paid by the City for materials shall reduce estimates due the Contractor as the material is used in the work.

The Contractor shall pay to any Subcontractor, within 10 days of the Contractor's receipt of payment from the City, for undisputed services provided by the Subcontractor. The Contractor shall pay interest of one and one-half percent per month or any part of a month to a Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest payment for unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual amount due to the Subcontractor.

The City may withhold, in addition to retained percentages, from payment to the Contractor such an amount or amounts as may be necessary to cover:

1. Defective work not remedied.
2. Claims for labor or materials furnished the Contractor or subcontractor, or reasonable evidence indicating probable filing of such claims.

3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
4. Amounts necessary to insure that an overpayment on the total Contract amount will not occur.
5. Evidence of damage to another contractor or private property.

The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom but the City assumes no obligation to make such disbursement. The City will render to the Contractor a proper accounting of all such funds disbursed.

7-06 ENGINEER'S ACTION on a REQUEST for PAYMENT: Within ten (10) days of submission of any Request for Payment by the Contractor, the Engineer shall:

1. Approve the Request for Payment as submitted; or
2. Approve such other amount as s/he shall decide is due the Contractor, informing the Contractor in writing of his or her reasons for approving the amended amount; or
3. Withhold the Request for Payment, informing the Contractor in writing of his or her reasons for withholding it.

7-07 CITY'S ACTION on an APPROVED REQUEST for PAYMENT: Within 30 days from the date of approval of a Request for Payment by the Engineer, the City shall:

1. Pay the Request for Payment as approved; or
2. Pay such other amount as it shall decide is due the Contractor, informing the Contractor and the Engineer in writing of it's reasons for payment of the amended amount; or
3. Withhold payment, informing the Contractor and the Engineer of it's reasons for withholding payment.

7-08 PAYMENT for UNCORRECTED WORK: Should the Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract amount shall be made to compensate the City for the uncorrected work.

7-09 PAYMENT for REJECTED WORK and MATERIALS: The removal of work and materials rejected under GC 5-05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of the rejected work or materials and store of materials by the City, in accordance with GC 5-05, shall be paid by the Contractor within 10 days after written notice to pay is given by the City. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the City of its intent to sell the materials, the City may sell the materials at auction or

at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

- 7-10 PAYMENT for WORK SUSPENDED by the CITY: If the work or any part thereof shall be suspended by the City and abandoned by the Contractor as provided in GC 3-03, the Contractor will then be entitled to payment for all work performed on the portions so abandoned, plus 15% of the value of the uncompleted portion of the abandoned work to compensate for overhead, plant expense, and anticipated profit, and which action shall terminate the Contract.
- 7-11 PAYMENT for WORK by the CITY: The cost of the work performed by the City in removing construction equipment, tools and supplies in accordance with GC 3-15, and correcting deficiencies in accordance with GC 3-16 and GC 4-06, shall be paid by the Contractor.
- 7-12 PAYMENT for WORK FOLLOWING CITY'S TERMINATION of the CONTRACT: Upon termination of the Contract by the City, in accordance with GC 3-17, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract amount shall exceed the cost of completing the work, including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The cost incurred by the City, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City, and approved by the Engineer.
- 7-13 PAYMENT for WORK TERMINATED by the CONTRACTOR: Upon termination of the Contract by the Contractor, in accordance with GC 3-18, the Contractor shall recover payment from the City for work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.
- 7-14 RELEASE of LIENS: Before final payment is made to the Contractor for the work, the Contractor shall endeavor to obtain and deliver to the City a complete release of all liens arising out of this Contract or receipts in full in lieu thereof, but the Contractor may, if any sub-contractor refuses to furnish a release of lien or receipt in full, furnish a bond satisfactory to the City which will indemnify the City against any lien. The Contractor shall in either case supply a form evidencing Consent of Surety to final payment.
- If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall refund to the City all money that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- 7-15 INCOME TAX WITHHOLDING: No final payment shall be made to the Contractor until the Contractor has provided satisfactory evidence to the City that the Contractor and each of its subcontracts has complied with the provisions of Minn. Stat. 290.92 relating to withholding of income taxes upon wages. A certificate by the Commissioner of Revenue shall satisfy this requirement.
- 7-16 AUDIT: The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor (for a period of six years after the effective date of this Contract).
- 7-17 ACCEPTANCE and FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to

the City and his approval of the Contractor's final Request for Payment, which shall be the Contract amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish a notarized certificate that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the City shall accept the work and release the Contractor except as to: (1) the conditions of the Performance Bond; (2) any liens, claims, security interests, or encumbrances arising out of the Contract and unsettled; (3) failure of the work to comply with the requirement of the contract documents; (4) the terms of any special warranties required by the contract documents; (5) any correction of faulty work after final payment; and (6) any other legal rights to the City. The City shall authorize payment of the Contractor's Final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment for the Engineer to assemble and check the necessary data.

The approval of a request for a final or progress payments by the Engineer and the making of a final or progress payment to the Contractor does not relieve the Contractor of responsibility for faulty material or workmanship and the City by such payment does not waive any claims of overpayment resulting from mathematical error, unauthorized work, or from any other cause. No final payment shall be made to Contractor until Contractor has provided satisfactory evidence to the City that the Contractor and each of its Subcontractors has complied with Minnesota Statute 290.92 relating to withholding of taxes upon wages. A certificate by Commissioner of Revenue shall satisfy this requirement.

7-18 TERMINATION of CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the City. The Contractor's responsibility shall then cease, except as to the obligation set forth in Paragraph 5-10, as set forth in the Performance Bond and Payment Bond, as required by any guarantee provided herein, and as to any obligation imposed or prescribed by law.

7-19 CORRECTION of FAULTY WORK AFTER FINAL PAYMENT: The Contractor shall be held responsible for any and all defects in workmanship and materials which may be developed in any part of the entire installation furnished by him, and upon written notice by the Engineer shall immediately replace and make good without expense to the City any such faulty part or parts and damage done by reason of same, during the period of two years from the date of final acceptance of the installation.

Should the Contractor fail to make good the defective parts within a period of 30 days of such notification, after written notice has been given him, the City may replace these parts, charging the expense of same to the Contractor. (See GC 5-09 and GC 5-10).

7-20 LIMITATIONS: Nothing contained in Sections 5-10, 7-17, 7-18, or 7-19 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under or by virtue of the Contract Documents, expressed or implied. The establishment of a time period of two (2) years to correct faulty work after the date of final acceptance of the installation or such longer period of time as may be prescribed by law or by the terms of any warranty required in the Contract Documents has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations under the Contract Documents.

STANDARD DETAIL SPECIFICATIONS
FOR
STREET CONSTRUCTION, WALKWAYS, AND PAVEMENT RESTORATION

CITY OF EDEN PRAIRIE, MINNESOTA

INDEX

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(Detail Drawings R-1 Through R-19 Attached)

STANDARD DETAIL SPECIFICATIONS
FOR
STREET CONSTRUCTION, WALKWAYS, AND PAVEMENT RESTORATION

CITY OF EDEN PRAIRIE, MINNESOTA

(A Supplement to MnDOT Standard Specifications for Construction)

1. **PAVEMENT REMOVAL AND RESTORATION**

Where the existing bituminous surface is disturbed, it shall be restored with new pavement of equal thickness to the existing pavement by the Contractor. The minimum thickness shall be as specified in the Special Conditions or Plans.

Prior to base and bituminous restoration, saw cut the existing bituminous a minimum of two (2) inches deep and one (1) foot from the edge of the trench. The pavement shall be removed to expose a one (1) foot width of undisturbed aggregate base. Materials resulting from the removal shall be disposed of by the Contractor at locations outside the right-of-way.

Payment for pavement removal shall be made by the square yard of pavement removed. Payment for pavement restoration shall be made by the appropriate bid items for bituminous roadway construction. When payment is by surface square yard, it shall be full compensation for the thickness indicated in the Plans. Saw cutting shall be considered incidental for bituminous surfaces and shall be paid for as described in the Special Provisions for concrete surfaces.

2. **STREET CLEANING**

It shall be the Contractor's responsibility to thoroughly clean any bituminous surface prior to applying the tack coat for all subsequent "lifts" of bituminous required to achieve the typical pavement section. A pick-up type sweeper shall be used to minimize dust and debris and to assure a good bond between the succeeding layers of bituminous and the tack coat. All street areas within and adjacent to the project shall be kept clean in accordance with the City's "Erosion Control Policy", which shall be obtained by the Contractor prior to construction.

3. **MANHOLE AND VALVE BOX ADJUSTMENT**

All manhole castings and valve boxes located in the street section shall be installed 1/2" below the base course grade during the freeze-thaw cycle to allow for accessibility. Prior to the placement of the final wearing course, the Contractor has the option of either raising the structure to its proper grade (1/2" below finished grade) with plastic adjusting rings or installing an approved casting adjustment ring (Neenah R-1979 Series or approved equal for 1-1/2" wearing course), which will raise the casting the same dimension as the wearing course. An approved epoxy adhesive shall be used to set the casting adjustment ring in place. Two-piece metal adjusting rings will not be allowed.

Catch basin castings shall be adjusted to their final grade at the time the curb is installed and shall be protected by the Contractor using temporary patches or blisters. These patches or blisters shall be removed prior to placement of the final wearing course. Any structure adjustments, materials or adjustment rings needed to obtain the proper grade adjustments shall be incidental to the project cost.

4. AGGREGATE BASE

The aggregate base shall be placed in accordance with MnDOT 2211 and shall be Class 5, 100% crushed quarry rock. The Class 5 material shall meet the requirements set forth in MnDOT 3138. Recycled CL.5 aggregate base may be used as a substitute for the bottom half of the specified thickness of the CL.5 (100% crushed quarry rock) not to exceed 50% of the total bid quantity for the base material.

Class 5 aggregate base or other approved base material placed under concrete curb and gutter shall be considered incidental unless approved by the Engineer or shown on the typical section of the Plans.

Compaction of the CL.5 shall be obtained by the "Specified Density Method". Compaction of the recycled CL.5 shall meet the Penetration Index Method requirements.

5. STREET DEFLECTION TESTING

The Contractor will furnish a tandem truck loaded with a minimum of 14 tons to check the completed subgrade and/or base. This truck will be driven in any locations the Engineer may direct to determine if any soft spots exist so that these areas may be removed and replaced with satisfactory material before completing subgrade or base preparation. Cost of furnishing the loaded truck and driver shall be incidental to construction of the subgrade and/or base and no direct compensation will be made therefore.

Prior to the deflection testing, a representative from the City of Eden Prairie Engineering Division shall be scheduled a minimum of 24 hours in advance so as to observe the testing.

6. PLANT MIXED BITUMINOUS PAVEMENT

The bituminous plant mix shall meet the requirements of MnDOT Specification 2360 or its latest revision. The Contractor may be required to submit to the Engineer a job mix formula prepared by an independent testing laboratory, including the exact proportions of bituminous material and mineral filler. The Contractor shall pay for all samples, reports and tests required to develop the job mix.

A plant mixed bituminous pavement shall be prepared using the following minimum design standards for wear and non-wear surfaces:

	>3" (Non-Wear)	1-1/2"-3" (Non-Wear)	1-1/2" or Less (Wear)
AADT < 6000	SPNWB230B	SPNWB230B	SPWEA230B
AADT > 6000	SPNWB430B	SPNWB430B	SPWEA440B
NOTE: These minimum standards may be modified by the Engineer where traffic and weather conditions warrant and as approved by the City Engineer.			

Bituminous tack coat shall be applied to existing bituminous surfaces and to successive plant mix surfaces in accordance with MnDOT 2357. The tack coat may be waived by the Engineer where successive plant mix courses are to be placed during one day's operation.

Asphalt binder material (MnDOT 3151) shall meet the requirement of PG asphalt binder testing tolerances based on the most current MnDOT Technical Memorandum titled "Inspection, Sampling, and Acceptance of Bituminous Materials." The temperature of the bituminous material at the time of application shall be as approved by the Engineer, within the limits specified by the manufacturer. However, in cases where "Ordinary Compaction" is implemented, the minimum lay down temperatures of the mix shall be in accordance with MnDOT specification 2360.3.D.2, Table 2360-26. Areas under ordinary compaction include bike paths, walking paths and other non-traffic areas.

Compaction requirements for the "Maximum Density Method", as set forth in MnDOT specification 2360.3.D.1, Table 2360-19, shall be implemented. No HMA shall be laid when the temperature is below 32 degrees F. unless directed by the Engineer. No payment incentives will be paid to the Contractor.

At the direction of the Engineer, the Contractor (or testing firm) shall cut or core samples from any bituminous pavement within the scope of the Project or Contract. The number of cores taken shall be in accordance with MnDOT specification 2360.3.D.1.h, Table 2360-21. These samples will be taken at locations designated by the Engineer, by sawing with a power driven masonry saw or diamond core drill. Samples shall be sufficiently large to meet the needs of the testing laboratory. Costs of testing the samples will be paid by the Owner, except retests for failed tests shall be at the Contractor's expense. The surfaces from which samples are taken shall be restored by the Contractor no later than the next succeeding day of plant operation. All test results will be available to the Contractor.

7. BITUMINOUS WEARING COURSE

The bituminous wearing course shall not be installed until the following conditions have been met:

- A. After one (1) freeze-thaw cycle since the bituminous base course has been installed.
- B. The watermain, storm sewer, sanitary sewer, and street sections (including sidewalks, trails, and all adjacent areas to the project) have been final inspected and all noted deficiencies corrected.

8. CONCRETE

Concrete shall meet the requirements of MnDOT Specification 2461, 2521, 2531, 2533 and City Detail Drawings.

9. PEDESTRIAN CURB RAMPS

Pedestrian curb ramps shall be installed at all trail and sidewalk crossings in accordance with MnDOT Standard Plate 7036 or the latest revision.

10. TEMPORARY TURN-AROUNDS

Temporary turn-arounds shall be constructed in accordance with Detail Drawing R-18.

CITY OF EDEN PRAIRIE

TYPICAL MINIMUM ROADWAY SECTION

5 ft. X 5 in. SIDEWALK AND / OR
8 ft. BITUMINOUS TRAIL

ROAD TYPE

RIGHT-OF-WAY (FEET)

ROADWAY WIDTH BACK-BACK (FEET)

ENTRANCE SPACING

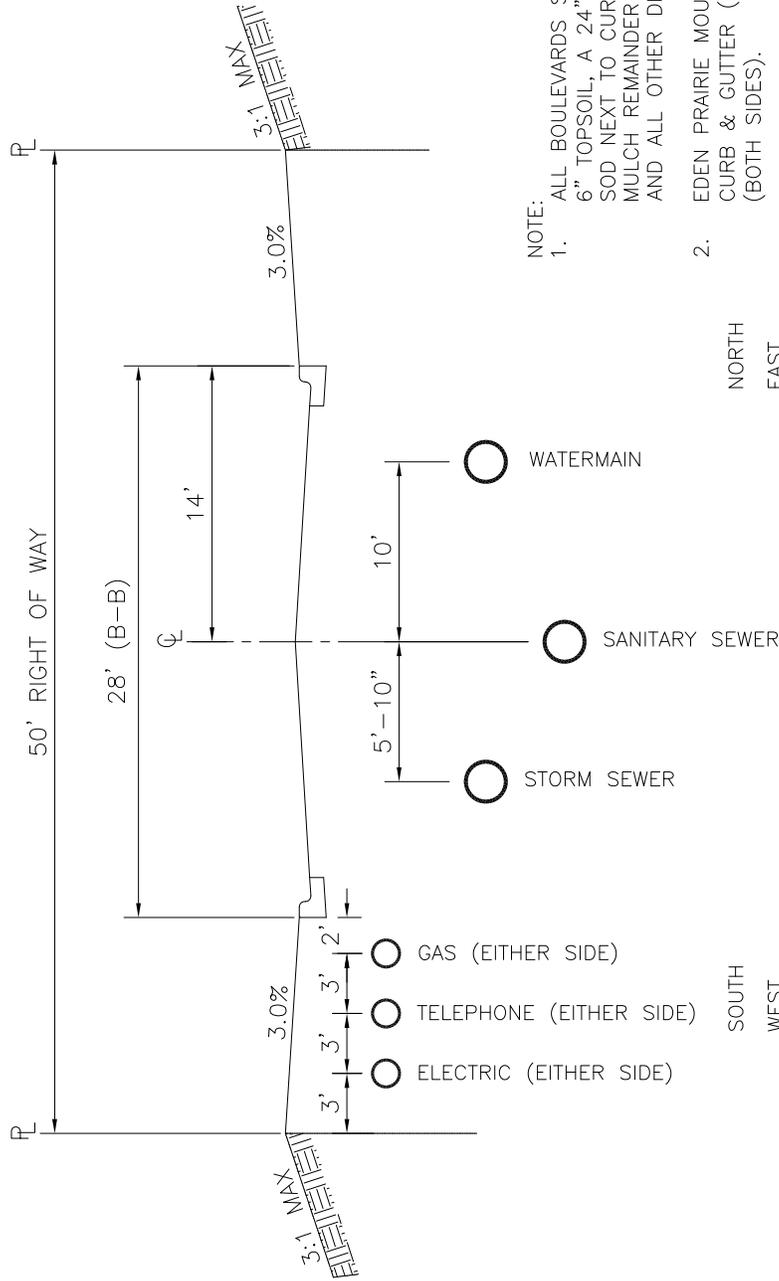
ROAD TYPE	RIGHT-OF-WAY (FEET)	ROADWAY WIDTH BACK-BACK (FEET)	ENTRANCE SPACING
RESIDENTIAL ¹	50	28	MINIMUM 150 FEET WITHIN INTERSECTIONS
COLLECTOR	60	32	MINIMUM 150 FEET WITHIN INTERSECTIONS
INDUSTRIAL ⁴	70-100	37-52	MINIMUM 150 FEET WITHIN INTERSECTIONS
COMMERCIAL ⁴	100 ²	52	MINIMUM 600 FEET BETWEEN FULL INTERSECTIONS
MSA TYPICAL	110	2@28 ³	MINIMUM 600 FEET BETWEEN FULL INTERSECTIONS

AS REQUIRED	BOTH SIDES	MINIMUM 150 FEET WITHIN INTERSECTIONS
AS REQUIRED	AS REQUIRED	MINIMUM 150 FEET WITHIN INTERSECTIONS
AS REQUIRED	AS REQUIRED	MINIMUM 150 FEET WITHIN INTERSECTIONS
BOTH SIDES	BOTH SIDES	MINIMUM 600 FEET BETWEEN FULL INTERSECTIONS
BOTH SIDES	BOTH SIDES	MINIMUM 600 FEET BETWEEN FULL INTERSECTIONS

GENERAL SPECIFICATIONS
MnDOT 2360 SPECIFICATIONS SHALL APPLY
MAXIMUM GRADE = 8.0%; MINIMUM GRADE = 0.5%
RADIUS ON CURB RETURNS MINIMUM 20'
* RECYCLED CL.5 MAY BE USED WITH THE CITY ENGINEER'S APPROVAL AND IN ACCORDANCE WITH CITY SPECIFICATIONS

1. CUL-DE-SAC REQUIREMENTS, RIGHT-OF-WAY RADIUS 50 FEET, ROADWAY RADIUS 39 FEET TO BACK OF CURB
 2. AT MAJOR INTERSECTIONS INCREASE TO 120 FEET
 3. FOUR LANE DIVIDED WITH 18 FEET MEDIAN
 4. FINAL DESIGN DEPENDENT UPON TRAFFIC VOLUME AND SOIL FACTORS
 5. AFTER 1 FREEZE - THAW CYCLE OR SECOND YEAR
- ** TO BE DETERMINED BY PAVEMENT DESIGN FOR ESALS

R-1

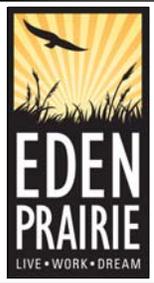


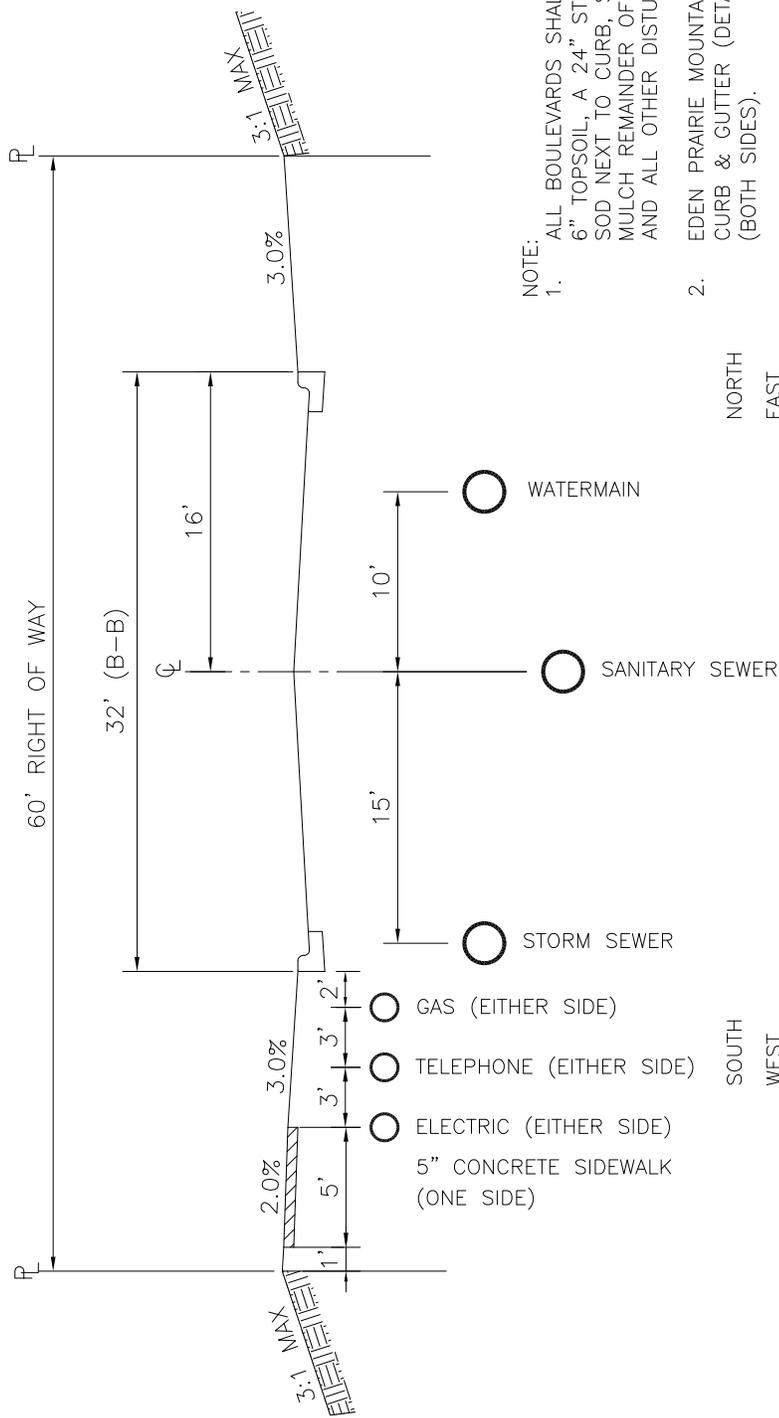
NOTE:

1. ALL BOULEVARDS SHALL HAVE 6" TOPSOIL, A 24" STRIP OF SOD NEXT TO CURB, SEED AND MULCH REMAINDER OF BOULEVARD AND ALL OTHER DISTURBED AREAS.
2. EDEN PRAIRIE MOUNTABLE CONCRETE CURB & GUTTER (DETAIL R-11) (BOTH SIDES).
3. TRENCH LOCATION FOR UTILITIES MAY BE MODIFIED WHEN JOINT TRENCHING IS IMPLEMENTED.
4. CROWN SHALL BE 2" ABOVE TOP OF MOUNTABLE CURB. WHERE 'B' TYPE CURB IS USED, THE CROWN ELEVATION SHALL BE EQUAL TO TOP OF CURB.

NORTH
EAST

SOUTH
WEST



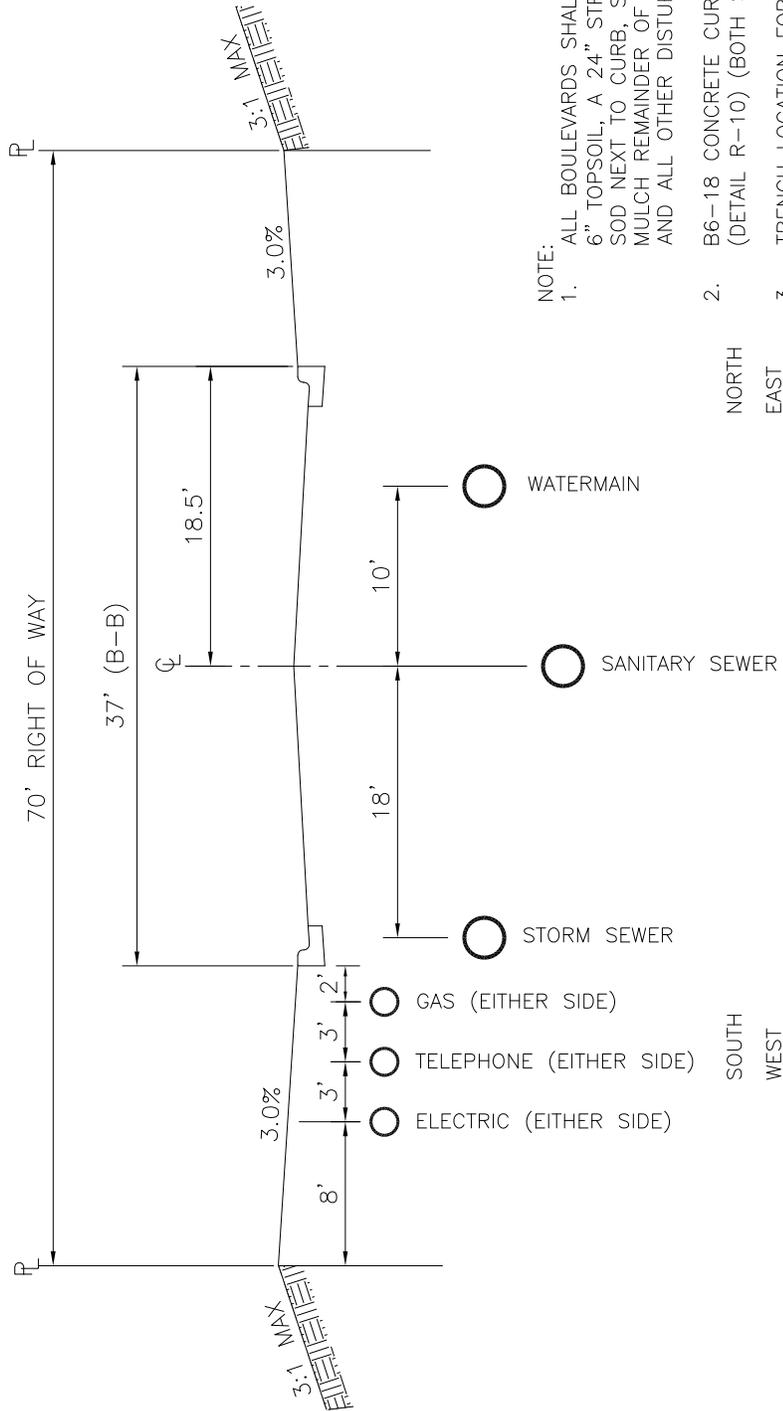


- NOTE:
1. ALL BOULEVARDS SHALL HAVE 6" TOPSOIL, A 24" STRIP OF SOD NEXT TO CURB, SEED AND MULCH REMAINDER OF BOULEVARD AND ALL OTHER DISTURBED AREAS.
 2. EDEN PRAIRIE MOUNTABLE CONCRETE CURB & GUTTER (DETAIL R-11) (BOTH SIDES).
 3. TRENCH LOCATION FOR UTILITIES MAY BE MODIFIED WHEN JOINT TRENCHING IS IMPLEMENTED.
 4. CROWN SHALL BE A MINIMUM OF 2%.

NORTH
EAST

SOUTH
WEST





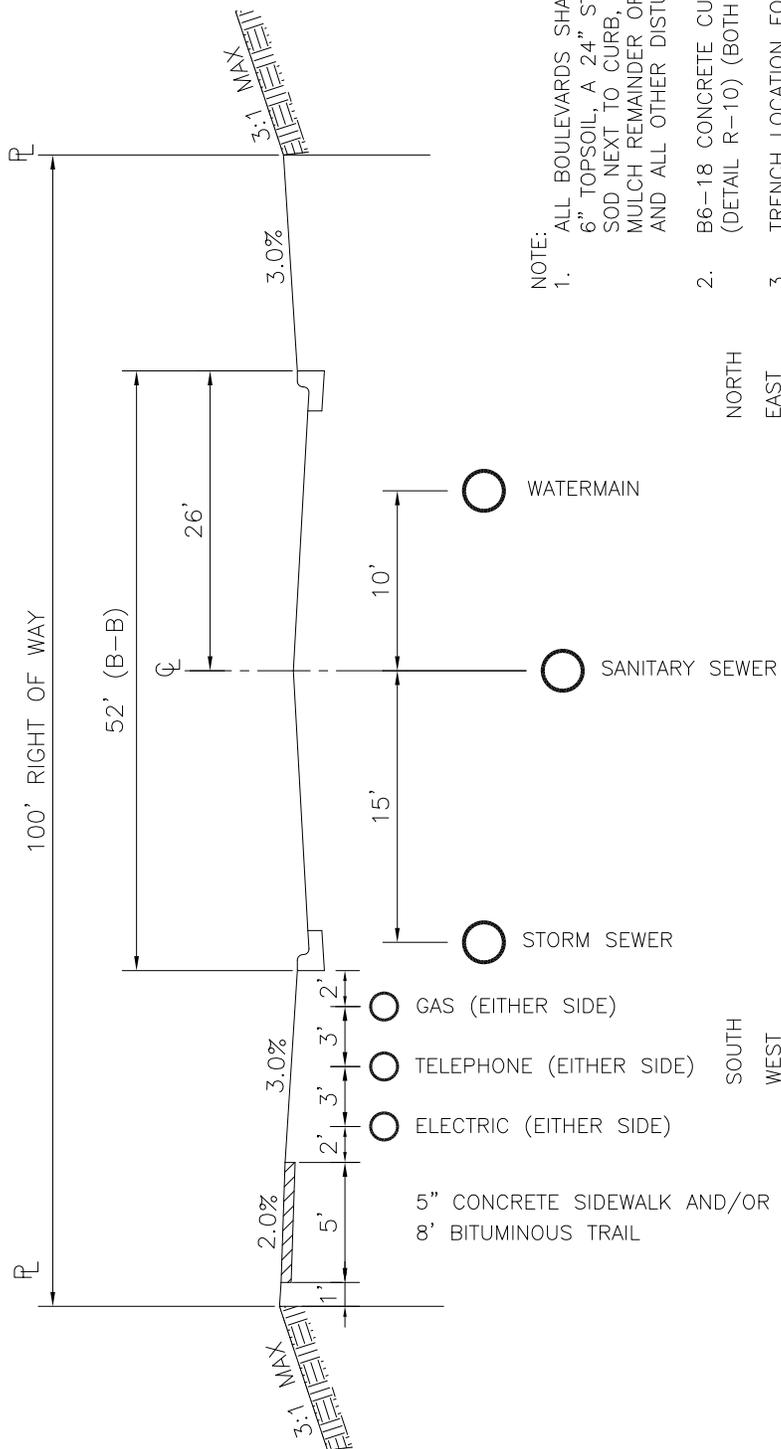
NOTE:

1. ALL BOULEVARDS SHALL HAVE 6" TOPSOIL, A 24" STRIP OF SOD NEXT TO CURB, SEED AND MULCH REMAINDER OF BOULEVARD AND ALL OTHER DISTURBED AREAS.
2. B6-18 CONCRETE CURB & GUTTER (DETAIL R-10) (BOTH SIDES).
3. TRENCH LOCATION FOR UTILITIES MAY BE MODIFIED WHEN JOINT TRENCHING IS IMPLEMENTED.
4. CROWN SHALL BE A MINIMUM OF 2%.

NORTH
EAST

SOUTH
WEST

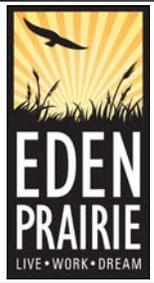




- NOTE:
1. ALL BOULEVARDS SHALL HAVE 6" TOPSOIL, A 24" STRIP OF SOD NEXT TO CURB, SEED AND MULCH REMAINDER OF BOULEVARD AND ALL OTHER DISTURBED AREAS.
 2. B6-18 CONCRETE CURB & GUTTER (DETAIL R-10) (BOTH SIDES).
 3. TRENCH LOCATION FOR UTILITIES MAY BE MODIFIED WHEN JOINT TRENCHING IS IMPLEMENTED.
 4. CROWN SHALL BE A MINIMUM OF 2%.

NORTH
EAST

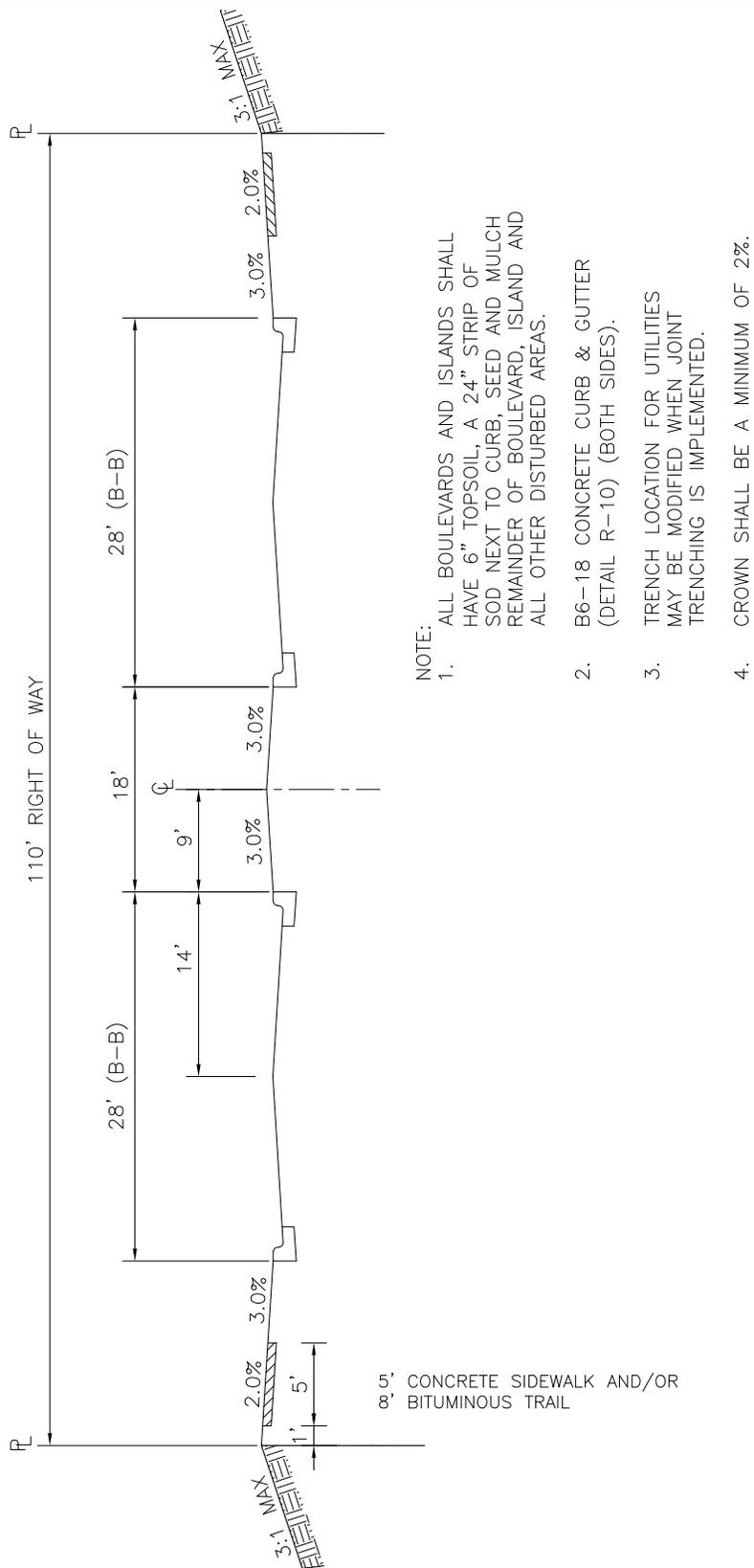
SOUTH
WEST



CITY OF EDEN PRAIRIE, MINNESOTA

COMMERCIAL SECTION

DEPARTMENT OF ENGINEERING



- NOTE:**
- ALL BOULEVARDS AND ISLANDS SHALL HAVE 6" TOPSOIL, A 24" STRIP OF SOD NEXT TO CURB, SEED AND MULCH REMAINDER OF BOULEVARD, ISLAND AND ALL OTHER DISTURBED AREAS.
 - B6-18 CONCRETE CURB & GUTTER (DETAIL R-10) (BOTH SIDES).
 - TRENCH LOCATION FOR UTILITIES MAY BE MODIFIED WHEN JOINT TRENCHING IS IMPLEMENTED.
 - CROWN SHALL BE A MINIMUM OF 2%.

5' CONCRETE SIDEWALK AND/OR
8' BITUMINOUS TRAIL

2-16



CITY OF EDEN PRAIRIE, MINNESOTA

DIVIDED ROADWAY

DEPARTMENT OF ENGINEERING

R-6

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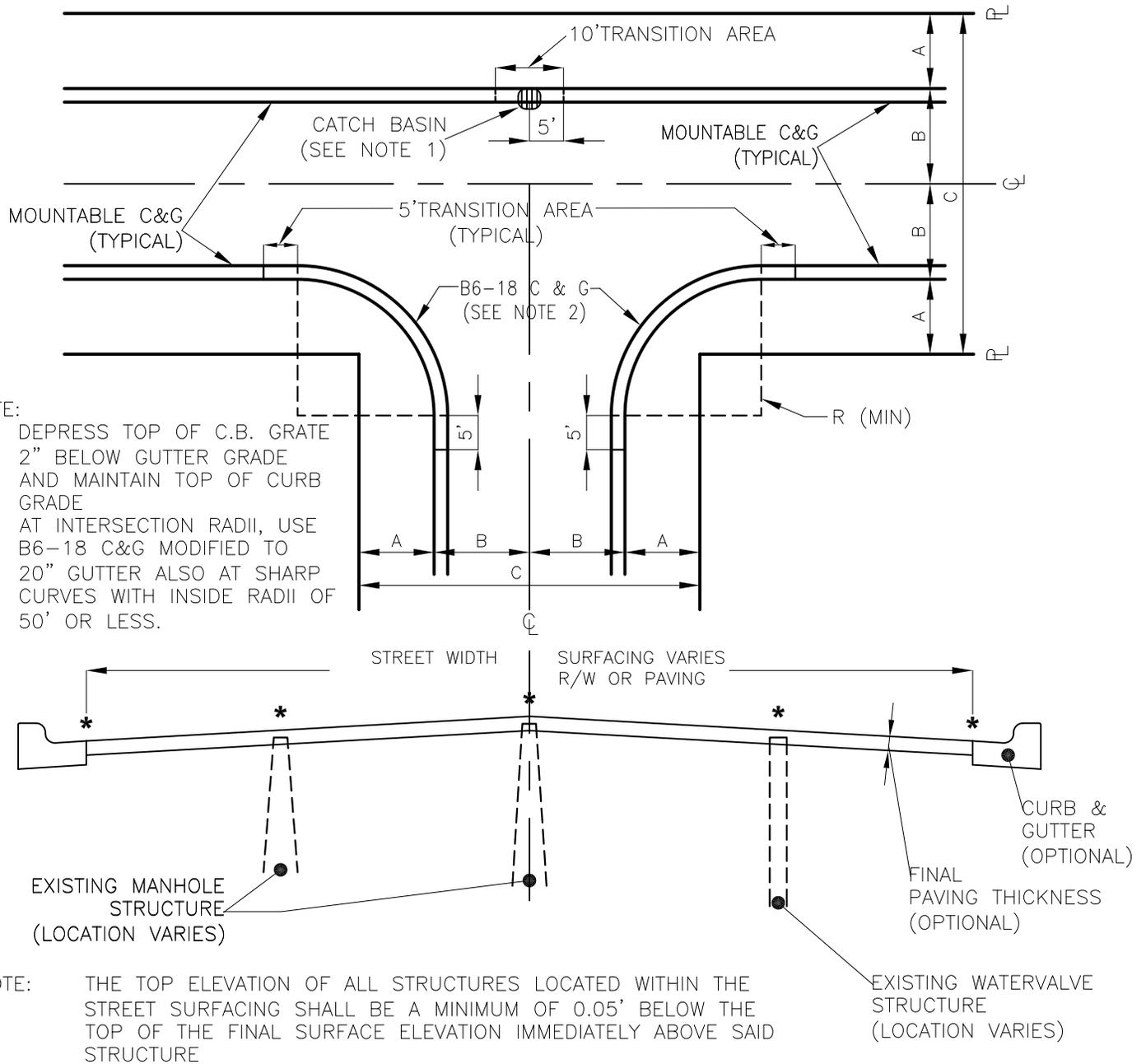
2-16



CITY OF EDEN PRAIRIE, MINNESOTA

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DEPARTMENT OF ENGINEERING **R-7**



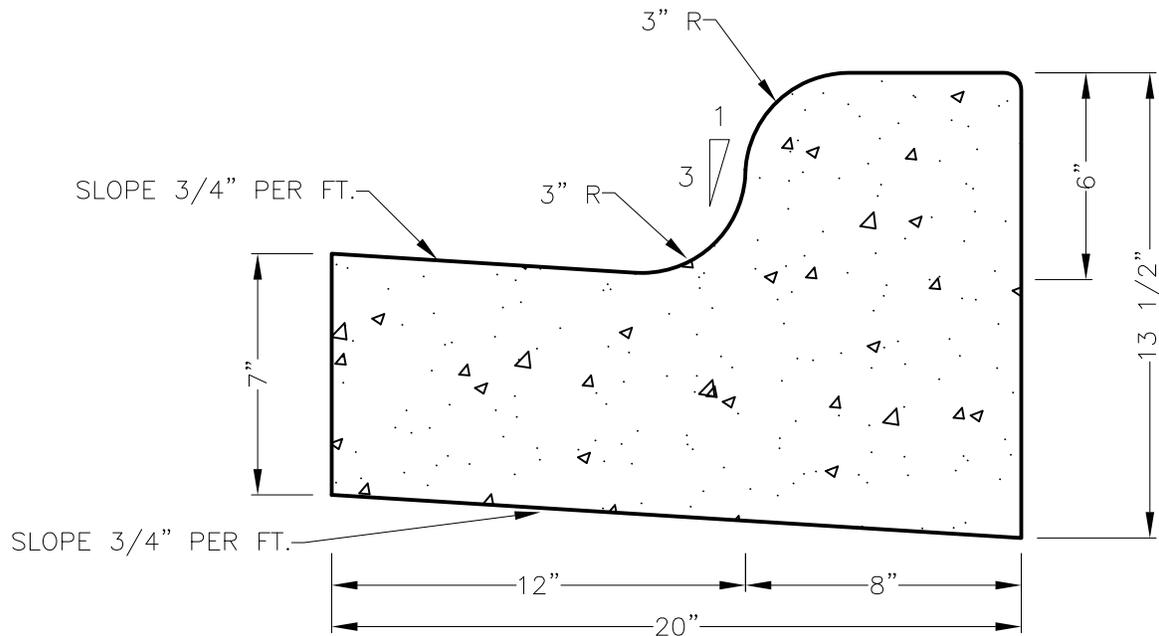
CURB MEASUREMENTS *																
	50' R/W				60' R/W				70' R/W				80' R/W			
B TO B	A'	B'	C'	D'												
28'	11'	14'	50'	20'												
32'					14'	16'	60'	20'								
37'									16'	19'	70'	40'				
48'													16'	24'	80'	35'

* ALL CURB MEASUREMENTS ARE TO BACK OF CURB

1-98



CITY OF EDEN PRAIRIE, MINNESOTA
 CURB AND CATCH BASINS
 AT INTERSECTIONS, STRUCTURE
 ELEVATIONS AT PAVING SURFACE
 DEPARTMENT OF ENGINEERING **R-8**



B612	
Concrete	
Cu. Yds per L/F	L/F per Cu. Yd.
0.0474	21.1

NOTE: EXPANSION JOINT SPACING: 100'

1-98

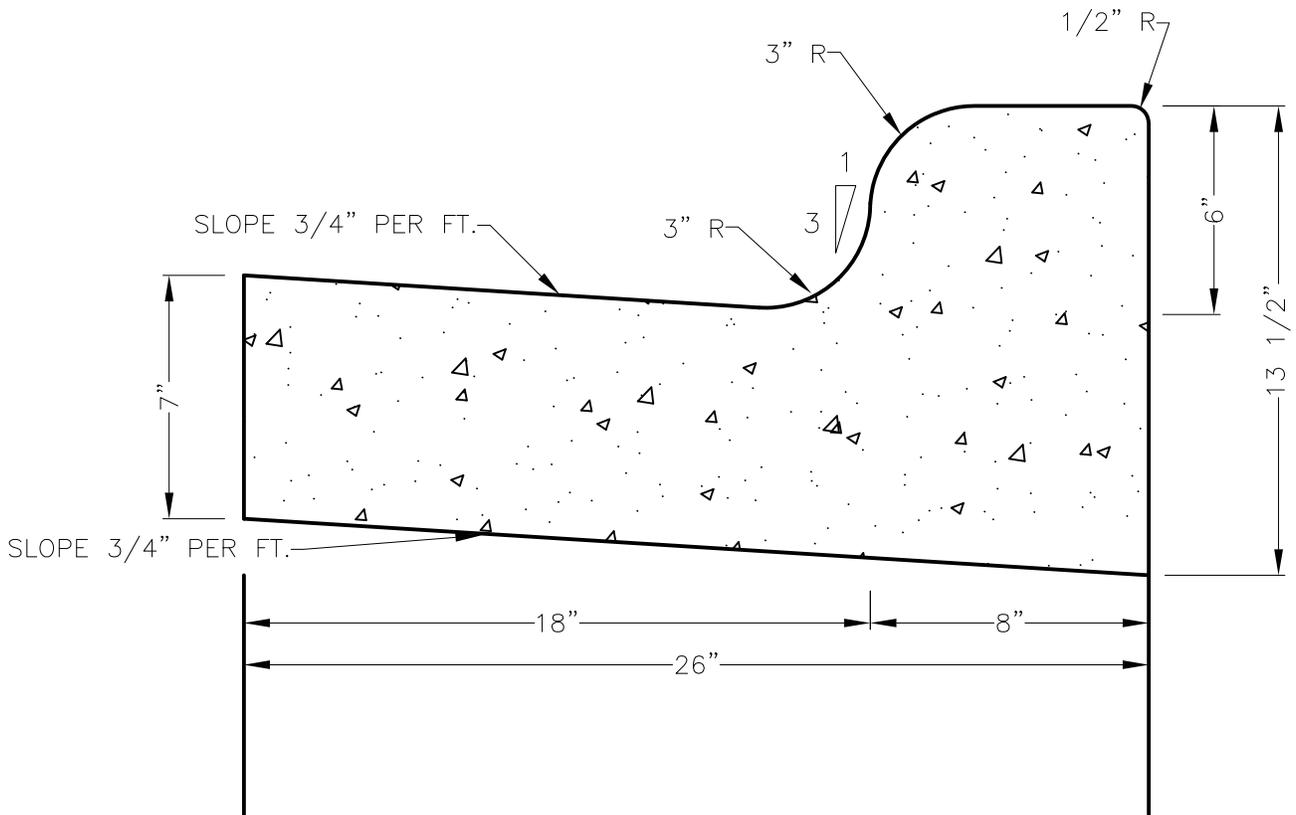


CITY OF EDEN PRAIRIE, MINNESOTA

B612 CURB AND GUTTER DETAILS

DEPARTMENT OF ENGINEERING

R-9



B618	
Concrete	
Cu. Yds per L/F	L/F per Cu. Yd.
0.0582	17.2

NOTE: EXPANSION JOINT SPACING: 100'

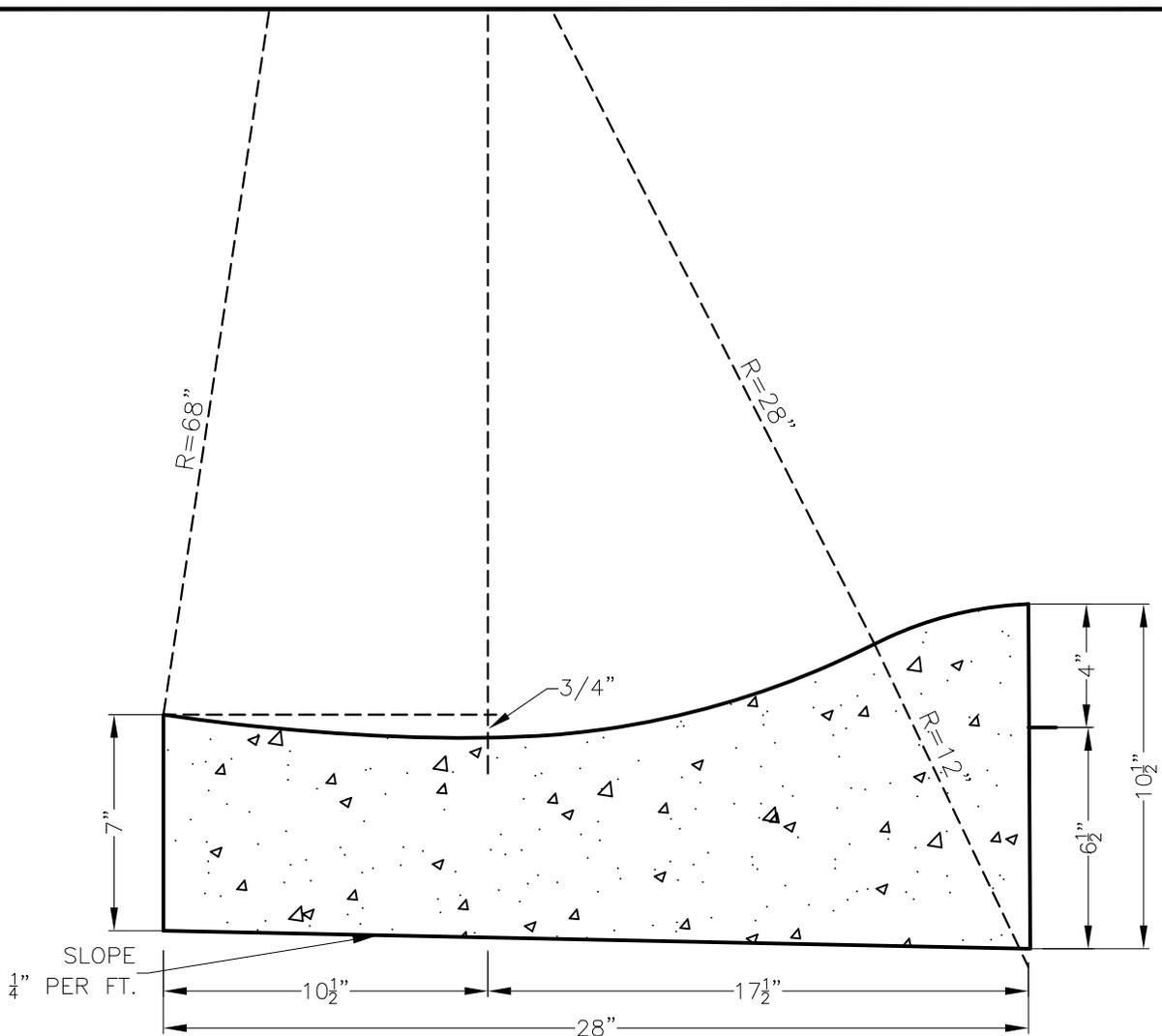
1-98



CITY OF EDEN PRAIRIE, MINNESOTA

B618 CURB AND GUTTER DETAILS

DEPARTMENT OF ENGINEERING **R-10**



Mountable	
Concrete	
Cu. Yds per L/F	L/F per Cu. Yd.
0.0540	18.5

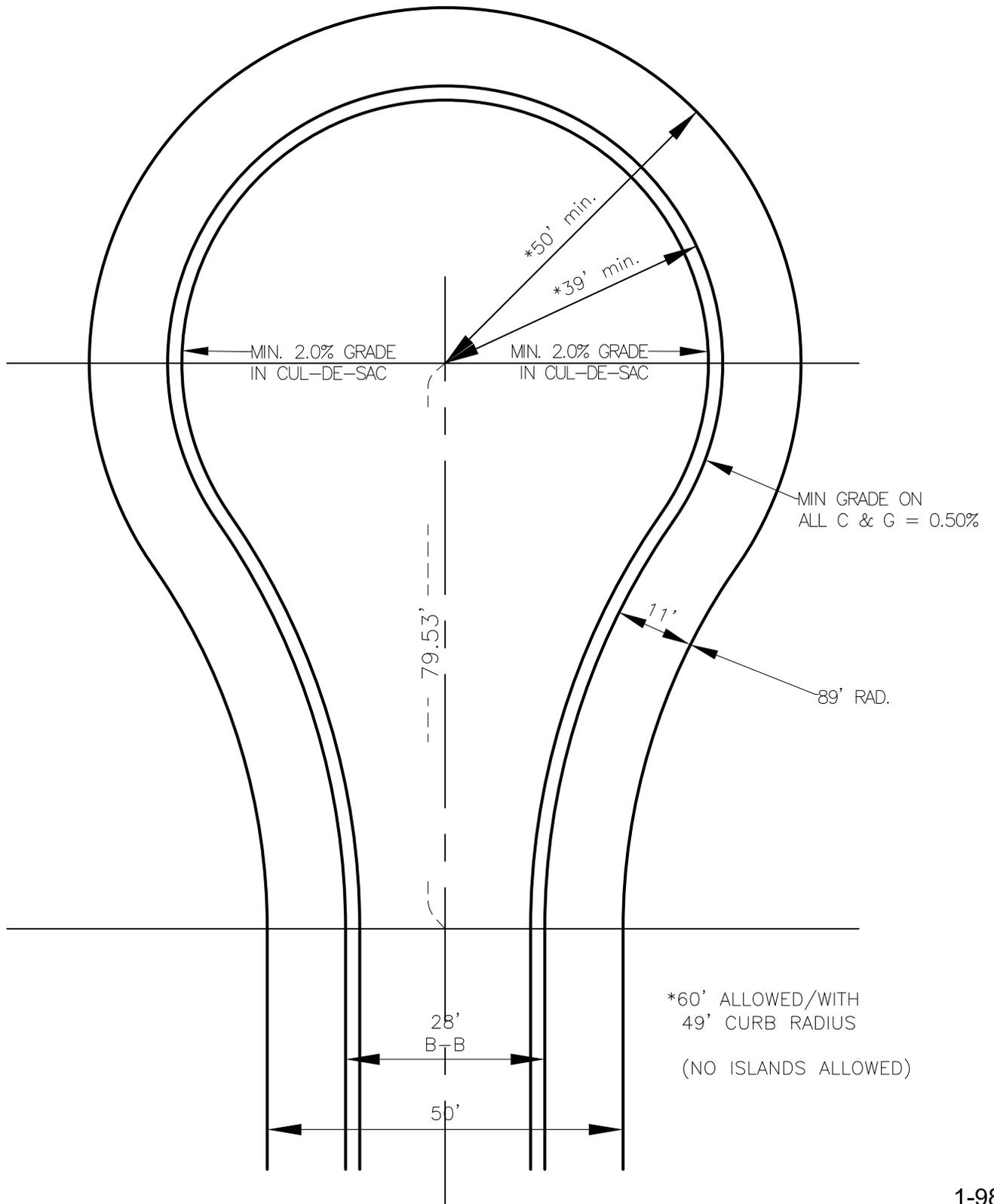
NOTE: EXPANSION JOINT SPACING: 100'



CITY OF EDEN PRAIRIE, MINNESOTA

MOUNTABLE CURB
AND GUTTER

DEPARTMENT OF ENGINEERING **R-11**



1-98

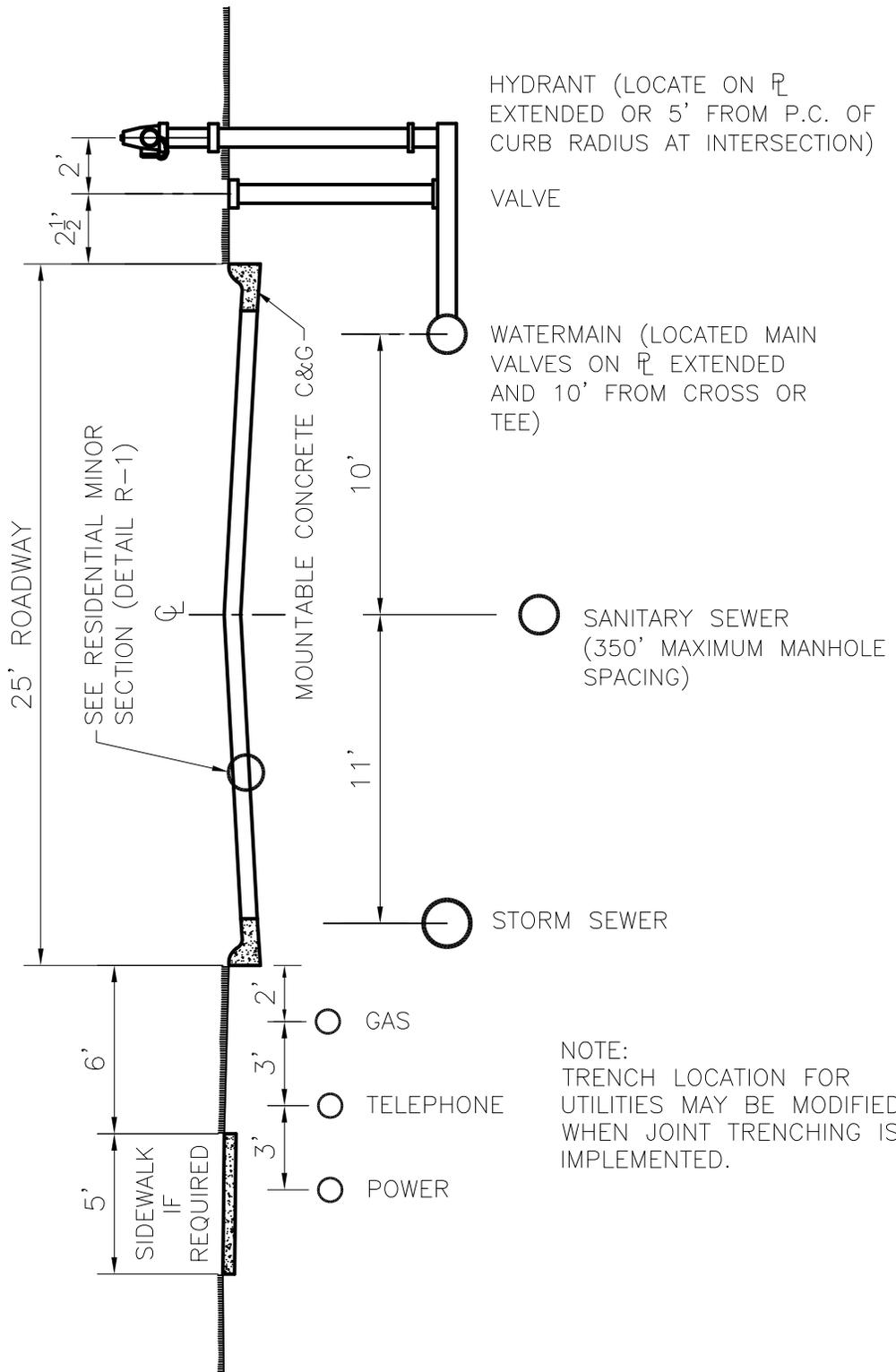


CITY OF EDEN PRAIRIE, MINNESOTA

TYPICAL 50' RAD. CUL-DE-SAC

DEPARTMENT OF ENGINEERING **R-12**

WATER ON NORTH AND EAST SIDE
 STORM SEWER ON SOUTH AND WEST SIDE
 TYPICAL PRIVATE STREET
 (NO PARKING ALLOWED)



1-98

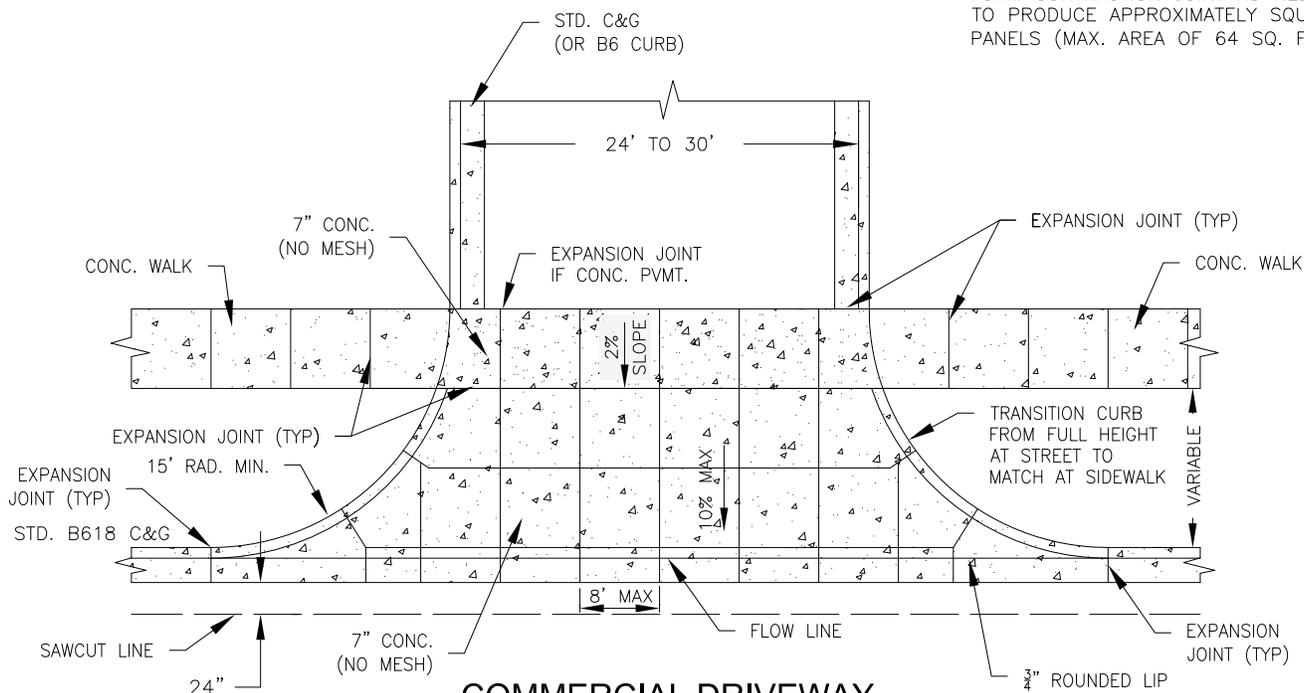


CITY OF EDEN PRAIRIE, MINNESOTA

TYPICAL PRIVATE STREET

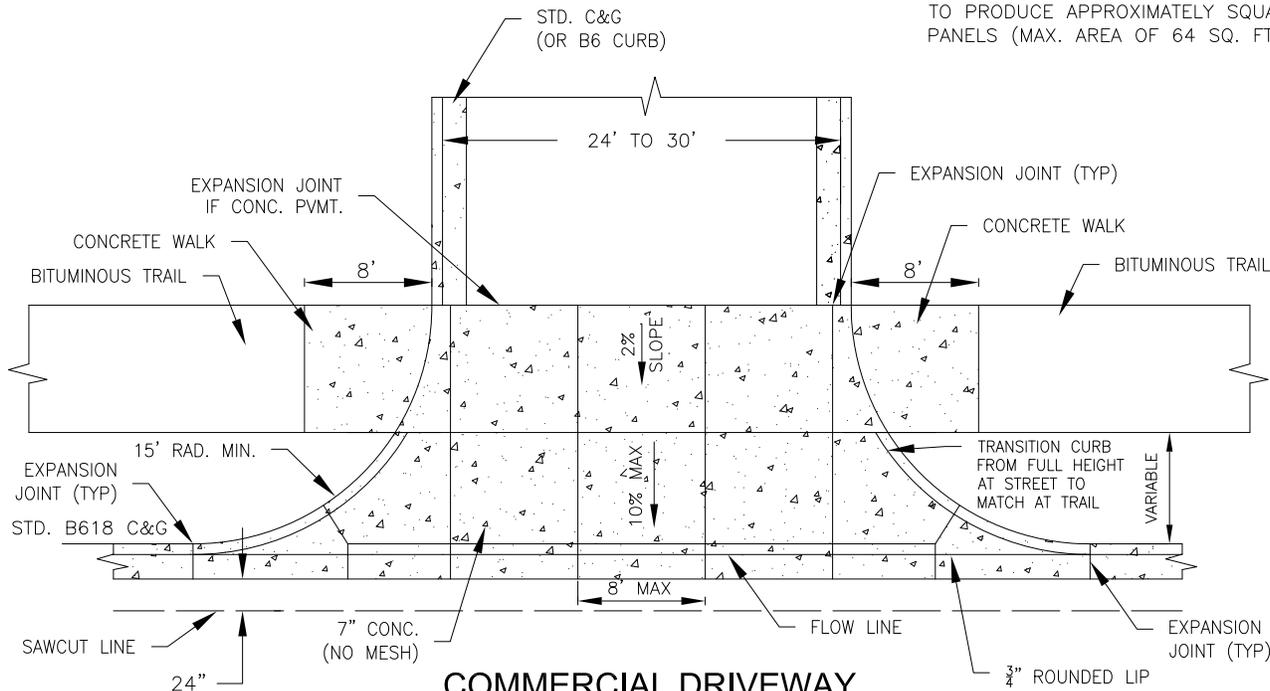
DEPARTMENT OF ENGINEERING **R-13**

NOTES:
FORM CONTRACTION JOINT AS NEEDED
TO PRODUCE APPROXIMATELY SQUARE
PANELS (MAX. AREA OF 64 SQ. FT)



**COMMERCIAL DRIVEWAY
WITH CONCRETE SIDEWALK**

NOTES:
FORM CONTRACTION JOINT AS NEEDED
TO PRODUCE APPROXIMATELY SQUARE
PANELS (MAX. AREA OF 64 SQ. FT)



**COMMERCIAL DRIVEWAY
WITH BITUMINOUS TRAIL**

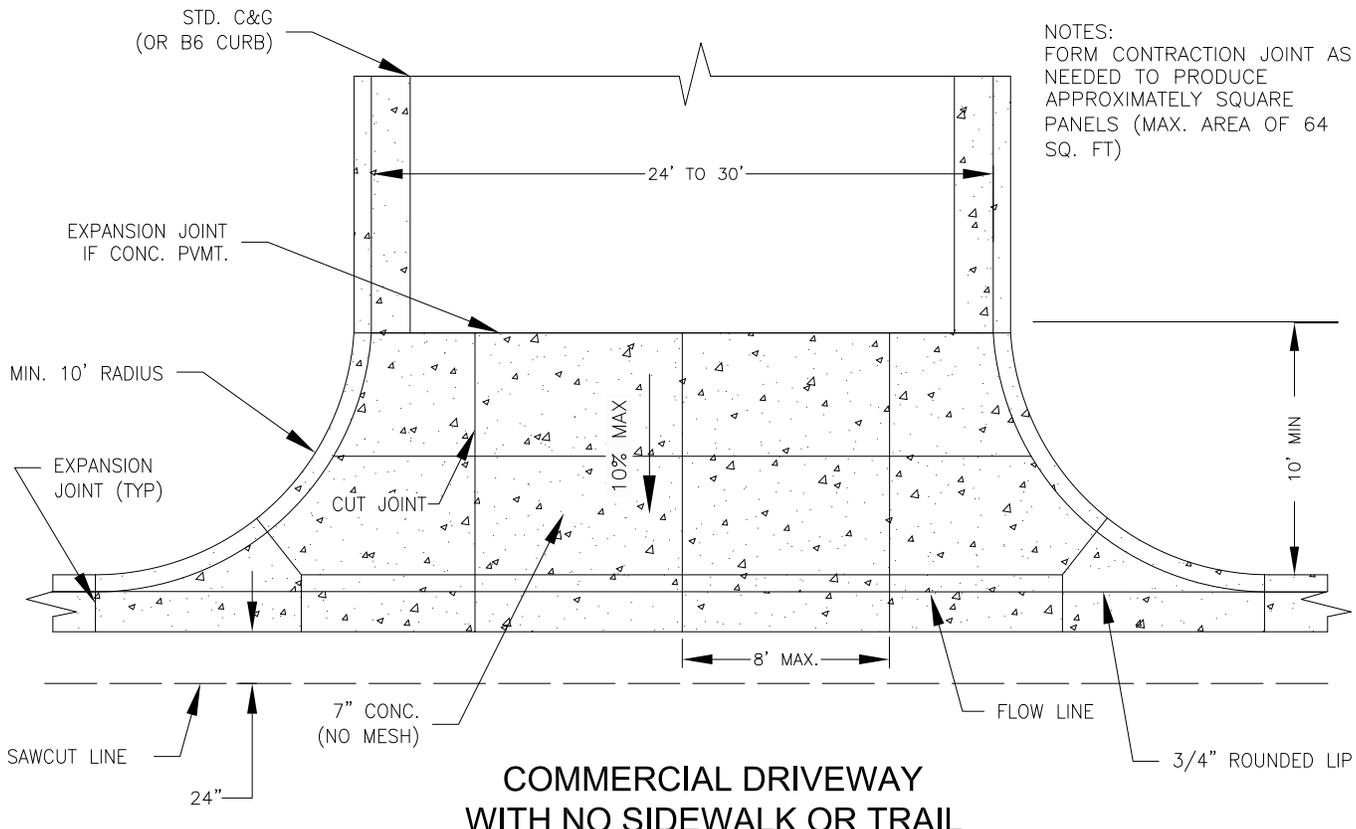
2-16



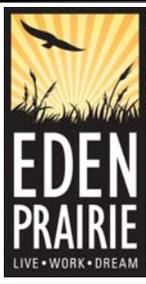
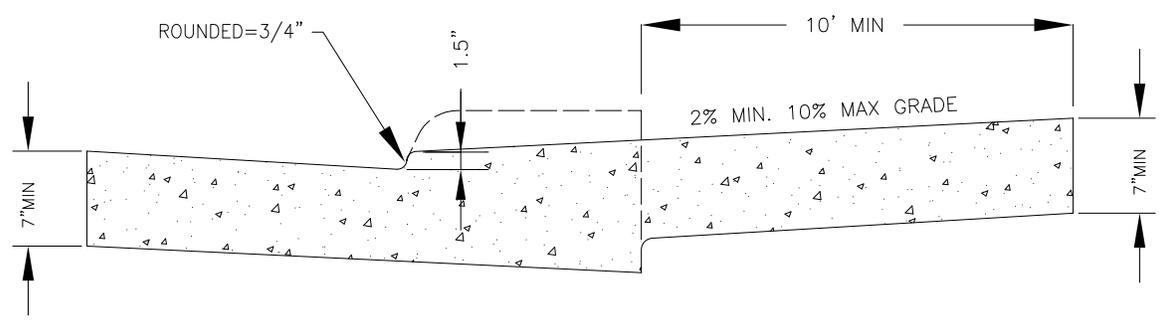
CITY OF EDEN PRAIRIE, MINNESOTA

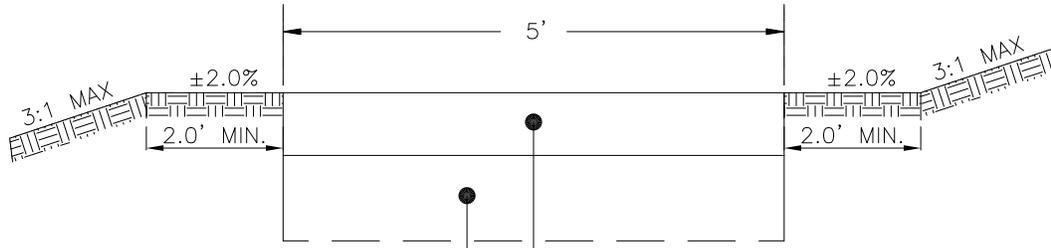
**COMMERCIAL DRIVEWAY
ENTRANCES (1 OF 2)**

DEPARTMENT OF ENGINEERING **R-14**



NOTES:
 FORM CONTRACTION JOINT AS NEEDED TO PRODUCE APPROXIMATELY SQUARE PANELS (MAX. AREA OF 64 SQ. FT)



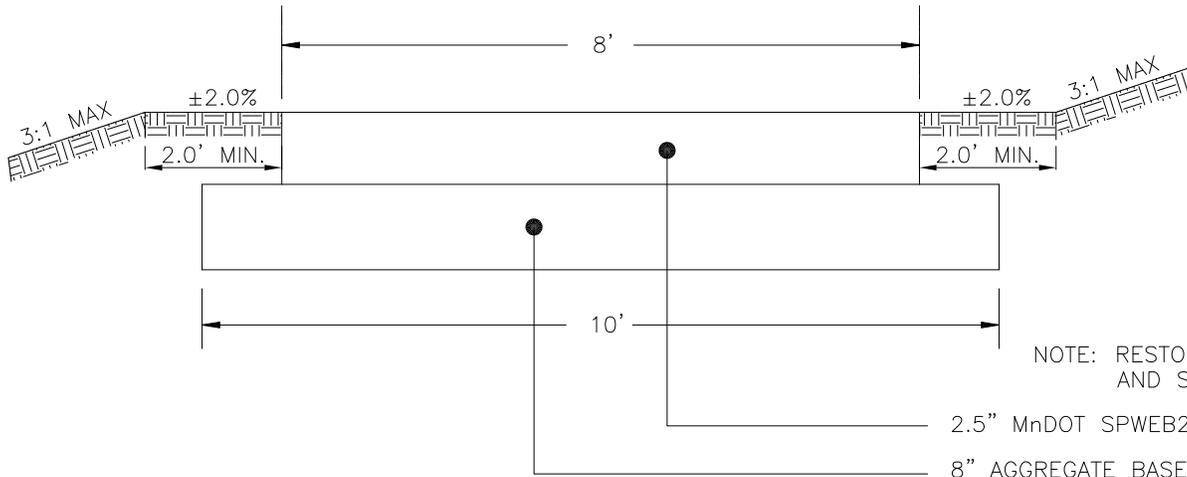


NOTE: CONCRETE WALK SECTION SHALL BE 6" THICK IN DRWY. AREAS, EXCEPT WHEN WALK IS MACHINE LAID. EXPANSION JOINTS SHALL BE REQUIRED ON BOTH SIDES OF DRIVEWAY.

5" MnDOT 2521 CONCRETE MIX DESIGN
 MIN. 6" MnDOT 3149.2B2 SELECT GRANULAR MATERIAL
 NOTE: EXPANSION JOINT SPACING 100'

CONCRETE WALK SECTION

NOT TO SCALE



NOTE: RESTORE ADJACENT AREA AND SEED.

2.5" MnDOT SPWEB240B
 8" AGGREGATE BASE (CL.5)

BITUMINOUS BIKE/PED SECTION

NOT TO SCALE

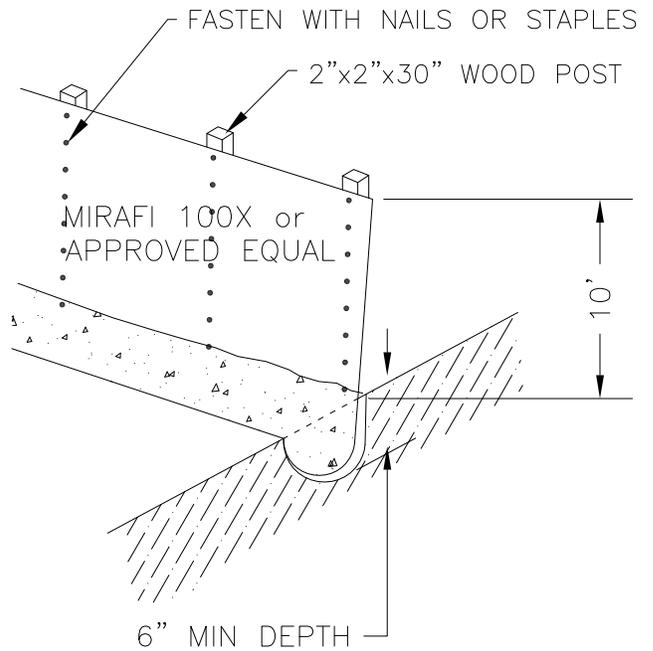
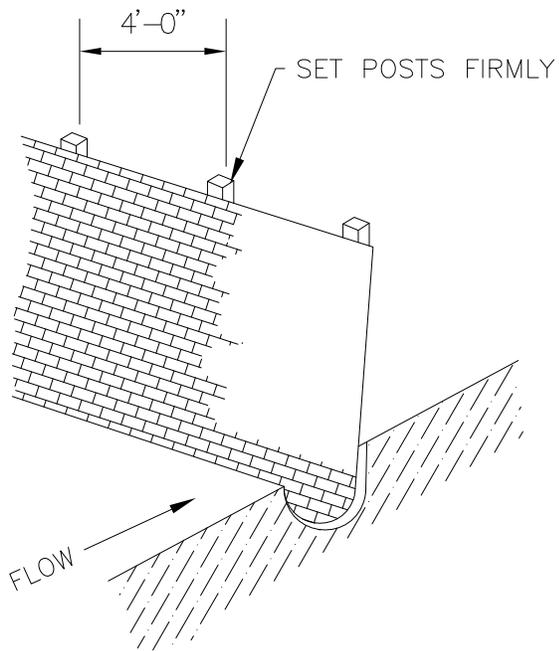
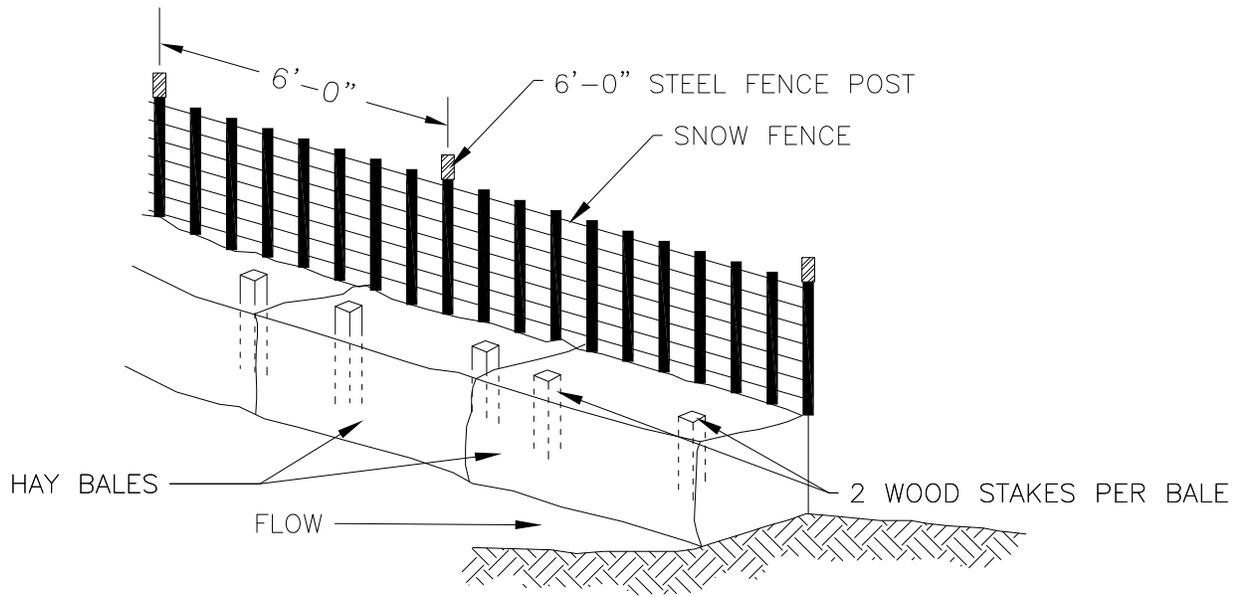
3-13



CITY OF EDEN PRAIRIE, MINNESOTA

TYPICAL WALKWAY SECTION

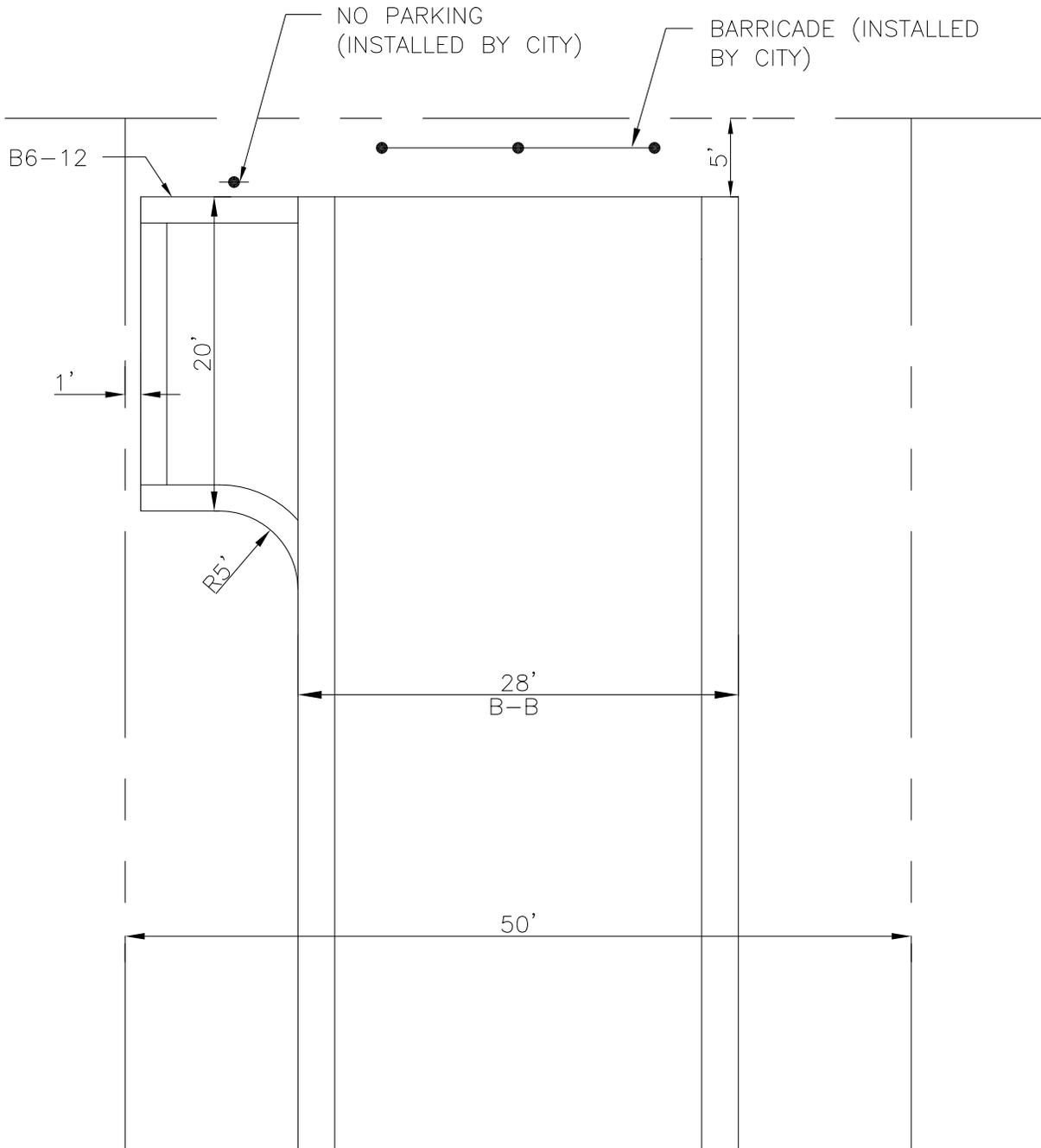
DEPARTMENT OF ENGINEERING **R-16**



A. DIG TRENCH

B. LAY IN FABRIC AND BACKFILL





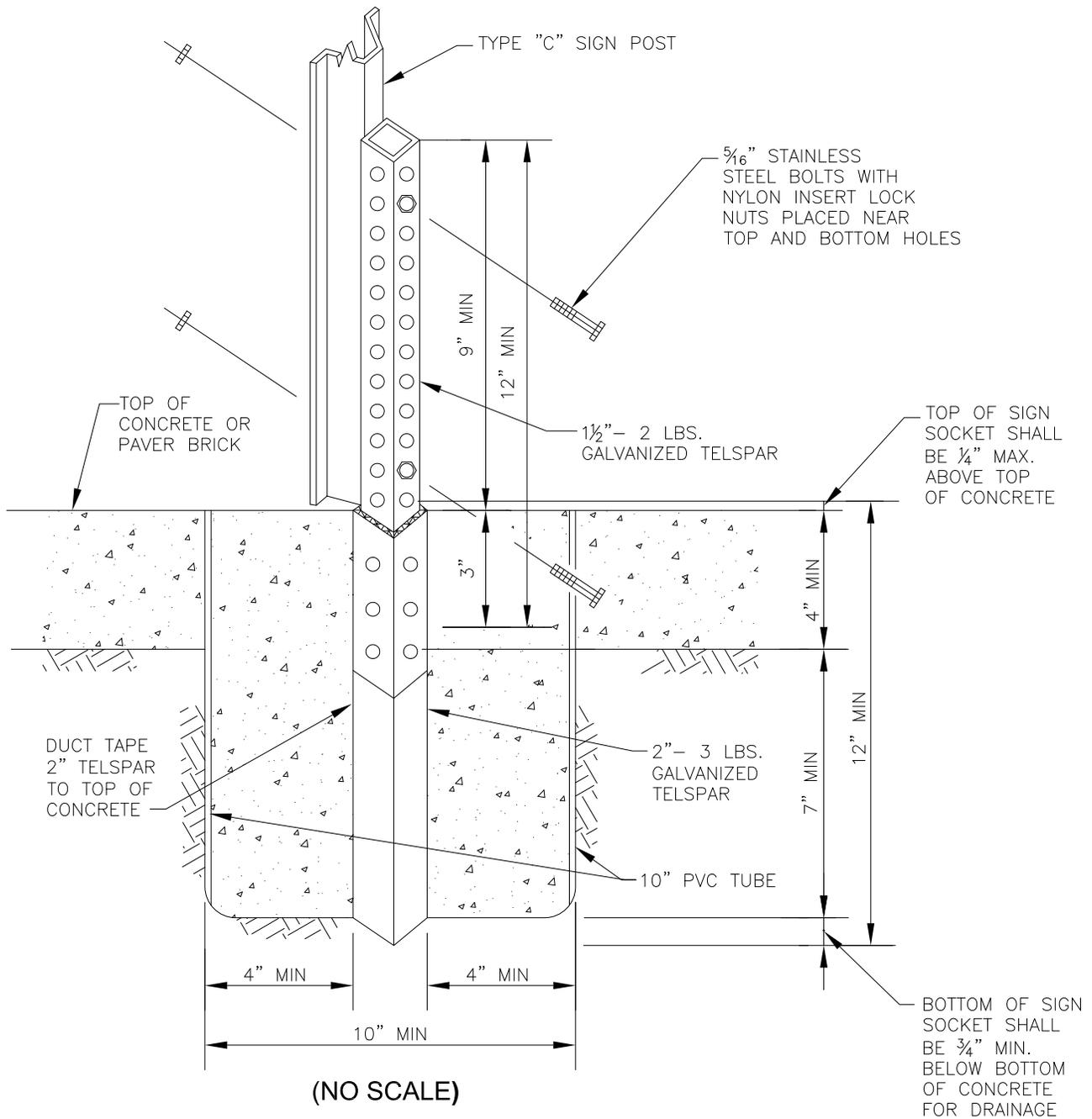
3-14



CITY OF EDEN PRAIRIE, MINNESOTA

TEMPORARY TURN-AROUND

DEPARTMENT OF ENGINEERING **R-18**



1. THE CONTRACTOR SHALL INSTALL THE SIGN SOCKETS, PVC TUBE, AND ALL REQUIRED CONCRETE, AS DIRECTED BY THE ENGINEER (INCIDENTAL).
2. THE TOP OF THE CONCRETE SHALL BE FORMED IN A NEAT MANNER TO ALLOW WATER TO DRAIN AWAY FROM THE SIGN SOCKET, AS DIRECTED BY ENGINEER.
3. DRILLING OF CONCRETE SURFACING, WHICH MAY BE REQUIRED, SHALL BE INCIDENTAL, AS DIRECTED BY ENGINEER.

2-15



CITY OF EDEN PRAIRIE, MINNESOTA

TYPICAL SIGN SOCKET DETAIL

DEPARTMENT OF ENGINEERING **R-19**

SPECIAL PROVISIONS

FOR

2016 EDEN PRAIRIE SIDEWALK PROJECT

CITY OF EDEN PRAIRIE, MINNESOTA

1. **SCOPE OF WORK**

The work to be done under this Contract shall include, but is not necessarily limited to, furnishing all labor, materials, transportation, tools, supplies, equipment, etc. necessary to construct the following three sections of concrete sidewalk within the City:

- West side of Riley Lake Road from Pioneer Trail (County Road 1) to Riley Lake Park entrance.
- North side of Anderson Lakes Parkway from Columbine Road to private driveway entrance.
- North side of College View Drive from Columbine Road to Flying Cloud Drive (County Road 61).

The work under this Contract includes all of the work items as described in these Specifications and/or shown on the Plans as prepared by the City of Eden Prairie.

2. **START DATE, COMPLETION DATE AND LIQUIDATED DAMAGES**

Award of the project is anticipated to occur on September 6, 2016. Contractor must start construction operations within eight Calendar Days of Notice of Contract Approval. Contractor must not begin construction operations before Contract Approval. Contractor must complete all work requires under this this Contract by October 28, 2016.

Two hundred dollars (\$200.00) will be deducted from any money due the Contractor for each and every calendar day that the work remains uncompleted beyond the completion dates as noted.

3. **PRE-CONSTRUCTION CONFERENCE**

Prior to the start of any work, there will be a pre-construction meeting will be required. Representatives of the City, the Contractor and Project Foreman shall be present at the meeting.

At this meeting, the contractor shall submit in writing, to the City for approval, a schedule which shall essentially indicate the number of crews to be employed, locations of work for each crew, time schedule and sequence of construction.

4. **GENERAL CONTRACTOR INFORMATION**

General construction requirements include the following:

- a) Each bituminous trail area shall remain barricaded and closed for a minimum of one (1) day after completion.
- b) All edges of concrete and asphalt shall be uniform and straight.
- c) Finished surface shall drain properly, leaving no bird baths deeper than ½”.
- d) All seams shall be rolled as soon as possible to ensure proper bonding.
- e) The contractor shall freshly saw-cut and tack each new start to ensure a clean, crisp seam.
- f) Sidewalks and trails shall be graded in such a manner as to not create any drainage problems, i.e., standing water on trails or ponding along edges. The contractor shall not change or redirect existing drainage patterns without authorization and approval by the City.

5. **CONSTRUCTION STAKING**

The sidewalk facilities are to be constructed off the back of curb as shown on the typical sections. Contractor is responsible for constructing sidewalk consistent with these details and for maintaining existing drainage patterns and positive drainage flow. The City will work with the contractor to identify and mark the limits of removal items.

6. **TRAFFIC CONTROL**

Traffic control shall be the responsibility of the Contractor, which shall include all flagging, barricades, warning signs and traffic cones to maintain, control, safeguard vehicle and pedestrian traffic and the adjacent residents and adequately protect the work. The Contractor shall submit proposed traffic control layouts to the Engineer, for approval, at least five (5) days prior to the start of construction. All traffic control shall be in accordance with the latest version of the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD) as needed. Traffic shall be maintained at all times during construction. Day time lane closures of the westbound outside lane will be permitted for Anderson Lakes Parkway. Payment for this work shall be on a lump sum basis for the

following areas:

- Riley Lake Road
- Anderson Lakes Parkway
- College View Drive

7. **EXISTING UTILITIES**

It is the contractor's responsibility to determine and verify the location of all utilities. The Contractor shall determine the exact locations as the work proceeds. Excavation work shall be done carefully so as to avoid damaging the existing utilities. The Contractor shall determine to what extent any utilities, will affect the work and shall be responsible for their location, protection and repair where necessary. It shall be the responsibility of the Contractor to make the required contacts and coordinate the work with the utility companies.

8. **MISCELLANEOUS OBSTRUCTIONS**

The Contractor shall provide for protection, temporary removal and replacement or relocation of obstructions including but not limited to signs, fences, mail boxes and landscaping as required for the performance of the work in these Contract Documents or as directed by the City. After final grading, all items shall be replaced in their original or new location and shall be in as good or better condition than when the job commenced. Existing materials shall be reused where possible. Coordinate all work with property owners. All work regarding miscellaneous obstructions shall be incidental to the contract.

9. **IRRIGATION AND PET CONTAINMENT SYSTEMS REPAIR**

The City shall attempt to field verify existing irrigation and/or pet containment systems in the project area prior to construction and notify the Contractor of such known systems. The Contractor shall avoid or minimize disturbance to existing systems during construction. Property owners must be notified immediately by the Contractor of any disturbances of existing systems.

10. **PRIVATE PROPERTY**

All work as shown shall be performed within the public right of way or existing drainage and utility easements. If it is necessary or desirable that the Contractor use land outside of City right-of-way or easements, the Contractor shall obtain consent from, and shall execute a written agreement with, the owner and tenant of the land. The Contractor shall not enter for or occupy for any purpose, including parking, any private property outside the

designated right-of-ways or easements without written permission from the owner and tenant.

11. **SITE PROTECTION**

The Contractor shall install, inspect and maintain erosion control measures at all times as shown on the Plans or as directed by the City. Performance of temporary erosion control work will not relieve the Contractor of responsibility for any damage claims which may arise due to erosion or siltation. Curb inlet protection shall be placed to protect the storm sewer system and shall be paid per each inlet protected at the unit bid prices. The price shall include installation, maintenance and removal.

The Contractor shall remove all debris from the roadway at the end of each work day leaving the roadway in a clean condition. This shall include excavated materials, sand, etc.

Contractor shall be responsible for removal of all temporary erosion control when turf is firmly established. Contractor shall be responsible for any additional restoration required due to erosion sustained during the project. Restoration must meet approved City standards.

The Contractor shall provide for and be responsible for protection of existing pavements, utilities, fencing, etc. All existing materials, surfaces, sod, etc., which are damaged by the Contractor outside the construction limits shall be repaired and restored to an original and functional condition at no cost to the City.

All work areas shall be returned to a condition equal to or better than was in existence at the beginning of the project. All construction debris, including excavated soils, shall be removed and disposed of in a manner satisfactory to the City.

12. **EXCAVATION AND BORROW**

Areas to be graded shall be stripped of topsoil. Topsoil shall be stockpiled for future use. If unsuitable subgrade materials are encountered, the Contractor shall carry excavation deeper and replace with approved granular fill or Class 5 Aggregate. Excavation limits shall be observed and verified by the Engineer. All excess material shall be hauled off site and is incidental to the unit price of Common Excavation. Excavation shall be paid to subgrade elevation under Common Excavation.

On-site materials shall be used for fill when acceptable. Payment will be made for borrow materials at the unit bid prices. Weight tickets shall be submitted to the Engineer at the end of each day.

Excavation and embankment shall be in compliance with all applicable requirements of MnDOT 2105 and other governing authorities.

The subgrade shall be prepared in conformance with MnDOT Specifications 2105, 2111, and 2112. As necessary, the Contractor will be required to scarify, dry re-compact the top 12 inches of the subgrade to produce the required density and stability. Subgrade preparation shall be incidental to the excavation work.

Bituminous trails and concrete sidewalks shall be graded to provide a smooth vertical profile and 2% cross slope with a tolerance of ½ inch.

13. **CONCRETE WALK, PAVEMENT AND CURB AND GUTTER REMOVAL**

Concrete walk, pavement, and curb and gutter removal shall include full depth removal of concrete walks, pavement, driveways, curb and gutter and aggregate base as needed to allow for the construction and restoration of the project. Sawcutting is required and is incidental to the unit price of the removal. Removal limits shall be verified by the City. Payment for walks and pavement shall be per square foot. Payment for curb and gutter shall be per linear foot. The unit price of each item shall include sawcutting and the removal of the material off-site.

14. **BITUMINOUS TRAIL REMOVAL**

Bituminous trail removal shall include full depth removal of bituminous trails and aggregate base as needed to allow for the construction and restoration of the project. Sawcutting is required and is incidental to the unit price of the removal. Removal limits shall be verified by the City. Payment for bituminous trail removal shall be per square foot. The unit price shall include sawcutting and the removal of the material off-site.

15. **BITUMINOUS PAVEMENT REMOVAL**

Bituminous pavement removal shall include full depth removal of pavement and aggregate base as needed to install new concrete curb and gutter. Removal limits shall be verified by the City. Payment for pavement removal shall be per square foot. The unit price shall include the removal of the material off-site. Sawing Bituminous Pavement shall be paid per lineal foot at the unit bid prices.

16. **BITUMINOUS PATCHING MIXTURE**

Bituminous patching shall be placed in accordance with City of Eden Prairie standard specifications. The bituminous patching shall match existing pavement depth and have a minimum section of 3.5" non-wear course (SPNWB240B). Base course shall be dry prior to the placement of the bituminous tack coat. Bituminous tack coat shall be incidental.

17. **CONCRETE CURB AND GUTTER**

New concrete curb and gutter shall match existing and be installed in accordance with MnDOT 2531 and as shown on the plans. Payment will be made by the linear foot installed at the unit bid prices. Transitions shall be paid as linear feet of curb and gutter at the unit bid price with no additional compensation allowed.

18. **CONCRETE SIDEWALK**

This work shall consist of constructing Concrete Walk, including necessary pedestrian curb ramps, landings and transitions. This work shall be performed in accordance with the applicable MnDOT Standard Specifications, these Special Provisions, and MnDOT Standard Plan Sheets No. 5-297.250 (Sheets 1 through 5). 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.

Measurement of Concrete Walk will be made by top surface area and will include all walkable concrete walk areas behind the curb including pedestrian curb ramps, landings, transitions, and the area of walk under the truncated domes. Payment will be made per square foot at the unit bid prices.

19. **TRUNCATED DOMES**

This work consists of furnishing and installing Truncated Dome Systems (detectable warning surfaces) at pedestrian curb ramps. This work shall be performed in accordance with the applicable MnDOT Standard Specifications, these Special Provisions, MnDOT Standard Plan Sheets No. 5-297.250 (Sheets 1 through 5), and the following:

The Contractor shall select a truncated dome product from the approved products list at <http://www.dot.state.mn.us/products/miscmaterials/truncateddomes.html>. The truncated domes shall be placed in concrete and shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. No cutting of truncated domes will be allowed unless approved by the Engineer. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. To ensure that the truncated domes are well seated in concrete, the Contractor should provide a 3 inch minimum border around the edges of the truncated domes.

Square or rectangular truncated dome area will be measured by the square foot. Radial Truncated domes will be measured along the long cord and multiplied by 2 feet to compute square footage. Payment will be made per square foot at the unit bid prices.

20. **PLACEMENT OF TOPSOIL, SOD, HYDRO MULCH AND SEED**

The existing green space, boulevard and yard areas shall be restored with 6” of premium topsoil and sod or 6” of premium topsoil, hydro mulch and seed or sod as identified in the plans. Boulevard restoration shall occur within five (5) days of curb installation. Existing turf shall be cut with a sod cutter to provide a clean edge for new turf areas.

Premium topsoil shall be spread no more than 48 hours before seeding operations begin. Topsoil shall meet the requirements of MnDOT 3877.2c and shall be natural, fertile, friable soil capable of sustaining vigorous plant growth and shall be free of roots, weeds, rocks, gravel and debris. Contractor shall provide proof that topsoil meets these requirements prior to placing material. Onsite topsoil shall be used where possible. If existing topsoil quantities are not sufficient, as determined by the City, topsoil borrow shall be imported and be paid per cubic yard at the unit bid price, measured by loose volume.

The City will be responsible for final restoration on the Riley Lake Road and Anderson Lakes Parkway sections of the project.

PROPOSAL FORM

**2016 EDEN PRAIRIE SIDEWALK PROJECT
I.C. 16-5939A**

The undersigned has examined and understands the attached specifications and hereby proposes to furnish all equipment and materials required for the special surface finish of the identified bridge fascia beams in accordance with said specifications at the unit price listed below:

Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization	LS	1		
2	Remove Curb and Gutter	LF	200		
3	Remove Concrete Walk	SF	425		
4	Remove Concrete Pavement	SF	170		
5	Remove Bituminous Trail	SF	250		
6	Remove Bituminous Pavement	SF	454		
7	Sawing Bituminous Pavement	LF	100		
8	Common Borrow (Compacted)	CY	414		
9	Common Excavation	CY	439		
10	Select Granular (MNDOT 3149)	CY	122		
11	Bituminous Patching Mixture	Ton	4.75		
12	5" Concrete Walk	SF	6800		
13	Concrete Curb and Gutter	LF	285		
14	7" Concrete Pavement	SF	120		
15	7" Concrete Driveway Pavement	SF	50		
16	Truncated Domes	SF	224		
17	Biolog Ditch Check	EA	9		
18	Biolog or Approved Equal	LF	1075		
19	Inlet Protection	Each	6		
20	Traffic Control (Riley Lake Road)	LS	1		
21	Traffic Control (Anderson Lakes Parkway)	LS	1		
22	Traffic Control (College View)	LS	1		
23	Common Topsoil Borrow	CY	50		
24	Sodding Type Lawn	SY	0		
25	Hydro Mulch (3000 LB/AC)	AC	0.18		
26	MnDOT Seed Mix 25-131 (220 LB/AC)	AC	0.18		
				Total	

The undersigned declares that he/she has the proper equipment to perform the work as specified herein and further agrees that failure to provide such equipment may be grounds for cancellation of this contract.

FIRM

Address

Authorized Signature

City State Zip

Title

Telephone No.

Addendum No. 1 _____

Addendum No. 2 _____

FORM OF CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____ 20__, by and between City of Eden Prairie hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR",

WITNESSETH:

CITY AND CONTRACTOR, for the consideration hereinafter stated, agree as follows:

I. CONTRACTOR hereby covenants and agrees to perform and execute all the provisions of the Plans and Specifications prepared by the Public Works Department referred to in Paragraph IV, as provided by the CITY for:

I.C. _____

CONTRACTOR further agrees to do everything required by this Agreement and the Contract Document.

II. CITY agrees to pay and CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the Proposal Form attached hereto which prices conform to those in the accepted CONTRACTOR'S proposal on file in the office of the City Engineer. The aggregate sum of such prices, based on estimated required quantities is estimated to be \$_____.

III. Payments to CONTRACTOR by City shall be made as provided in the Contract Documents.

IV. The Contract Documents consist of the following component parts:

(1) Legal and Procedural Documents

- a. Advertisement for Bids
- b. Instruction to Bidders
- c. Accepted Proposal
- d. Contract Agreement
- e. Contractor's Performance Bond
- f. Contractor's Payment Bond

(2) Special Conditions

(3) Detail Specifications

(4) General Conditions

- (5) Plans
- (6) Addenda and Supplemental Agreements

The Contract Documents are hereby incorporated with this Agreement and are as much a part of this Agreement as if fully set forth herein. This Agreement and the Contract Documents are the Contract.

V. CONTRACTOR agrees to fully and satisfactorily complete the work contemplated by this Agreement in accordance with the following schedule:

or in accordance with the Contract Documents.

VI. This Agreement shall be executed in two (2) copies.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals as of the date first above written.

In Presence Of:

CITY OF EDEN PRAIRIE, MN.

By _____
Its City Mayor

And _____
Its City Manager

CONTRACTOR

In Presence Of:

By _____
Title

And _____
Title

PERFORMANCE BOND

BOND NO. _____

PENAL SUM _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, (“Principal, and _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Minnesota, (“Surety”), are held and firmly bound unto CITY OF EDEN PRAIRIE, a public corporation, (“Obligee”), in the penal sum of _____ DOLLARS (\$_____), for the payment whereof well and truly to be made, the principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and the Obligee have entered into an Agreement, dated the _____ day of _____, 20____, (“Agreement”) which agreement is by reference made a part hereof, as if fully set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, his heirs, executors, successors, and assigns shall in all things well and truly perform and observe all of the covenants, agreements, and conditions on their part to be performed and observed which are contained in the Agreement then this obligation shall be void; otherwise, it shall remain in force.

SIGNED, sealed, and dated this _____ day of _____, 20____ .

By _____
Principal

By _____

Attorney-in-fact

PAYMENT BOND

BOND NO. _____

PENAL SUM _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, (“Principal, and _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Minnesota, (“Surety”), are held and firmly bound unto CITY OF EDEN PRAIRIE, a public corporation, (“Obligee”), in the penal sum of _____ DOLLARS (\$ _____), for the payment whereof well and truly to be made, the principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and the Obligee have entered into an Agreement, dated the _____ day of _____, 20____, (“Agreement”) which agreement is by reference made a part hereof, as if fully set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, then Surety will pay for the same, in or to an amount not exceeding the penal sum of this bond, set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court.

This bond shall inure to the benefit of any persons furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason on any breach of the Agreement, but the sole conditions of recovery shall be that claimant is a person furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

SIGNED, sealed, and dated this _____ day of _____, 20____ .

By _____
Principal

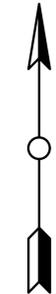
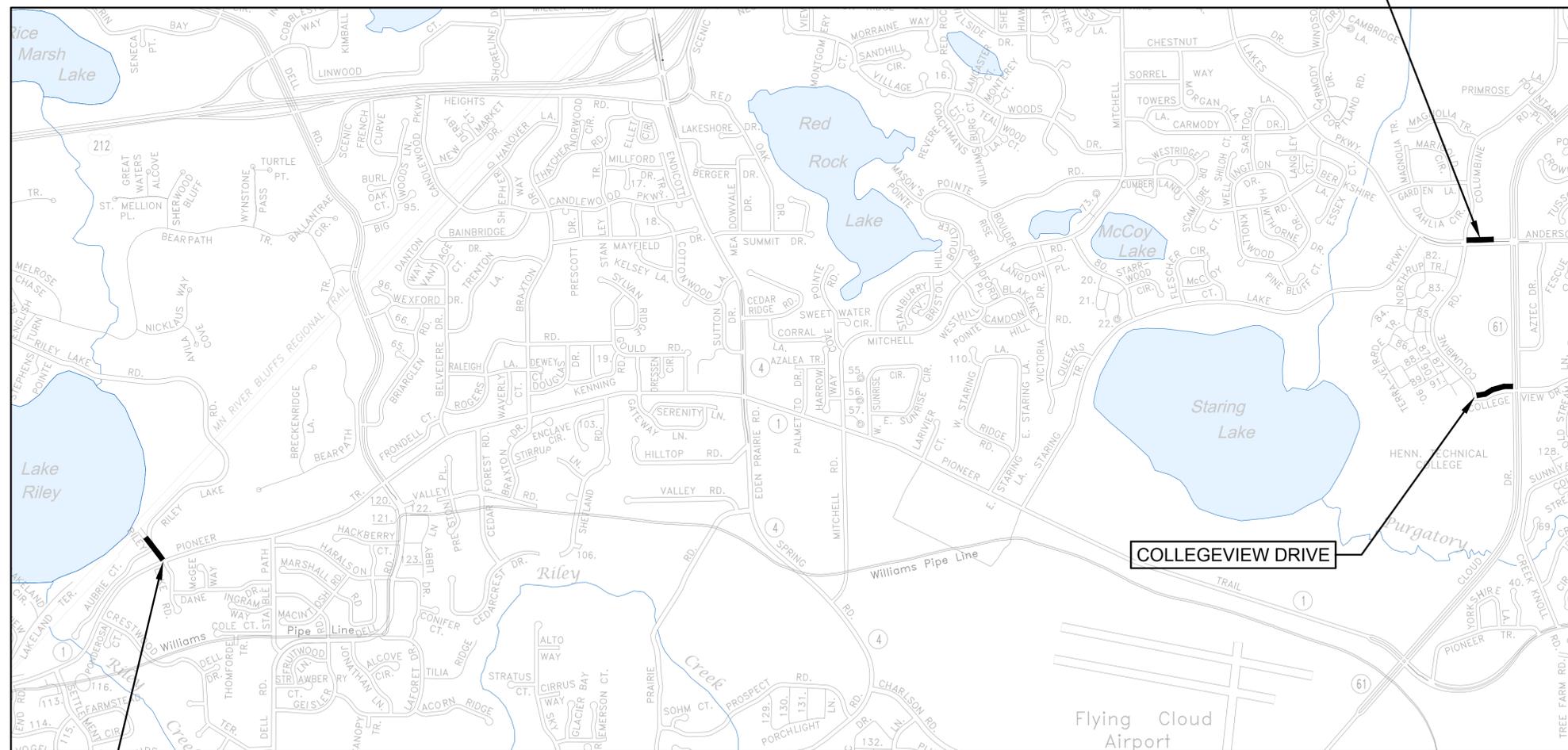
By _____

CITY OF EDEN PRAIRIE

HENNEPIN COUNTY, MINNESOTA

PLANS FOR: 2016 EDEN PRAIRIE SIDEWALK PROJECT

SIDEWALK IMPROVEMENTS ALONG RILEY LAKE RD, ANDERSON LAKES PKWY & COLUMBINE RD, AND COLLEGEVIEW DRIVE
CITY PROJECT NO. 16-5939A



SCALES
INDEX MAP 1"=1000'

RILEY LAKE ROAD

ANDERSON LAKES PKWY & COLUMBINE RD

COLLEGEVIEW DRIVE

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2016 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE INSTALLED IN ACCORDANCE TO THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART VI. "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

INDEX

RILEY LAKE ROAD	
SHEET NO.	SHEET DESCRIPTION
1	SIDEWALK PLAN
2	TYPICAL SECTION AND QUANTITIES

ANDERSON LAKES PKWY / COLUMBINE ROAD	
SHEET NO.	SHEET DESCRIPTION
1	SIDEWALK PLAN
2	TYPICAL SECTIONS AND QUANTITIES

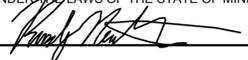
COLLEGEVIEW DRIVE	
SHEET NO.	SHEET DESCRIPTION
1	SIDEWALK PLAN
2	TYPICAL SECTION AND QUANTITIES

THIS PLAN SET CONTAINS 7 SHEETS

THIS PLAN AND/OR SPECIFICATIONS WAS PREPARED SPECIFICALLY FOR THIS PROJECT, AND ANY RE-USE OF DETAILS OR SPECIFICATIONS ON OTHER PROJECTS IS NOT INTENDED OR AUTHORIZED BY THE DESIGNER. LIABILITY FOR ANY RE-USE ON OTHER PROJECTS IS THE RESPONSIBILITY OF THE PERSON, AGENCY, OR CORPORATION USING THIS PLAN OR SPECIFICATION DATA FROM THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN 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.

SIGNATURE: 

PRINT NAME: JOHN RANDALL NEWTON

DATE: 08/05/16 LICENSE NO. 26781



PROJECT LOCATION
COUNTY: HENNEPIN
DISTRICT: METRO

CONSTRUCTION NOTES

1. EXISTING CONDITIONS DATA IS COMPILED FROM A COMBINATION OF GPS SURVEY, LIDAR, AERIAL PHOTOGRAPHY, GIS RECORDS, AND AS-BUILT CONSTRUCTION PLANS. ALL DATA SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
2. THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:
 - A. INSTALL VEHICLE TRACKING BMP
 - B. INSTALL SEDIMENT CONTROL DEVICES
 - C. CLEAR AND GRUB SITE
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 - E. ROUGH GRADE SITE
 - F. INSTALL PAVEMENTS AND WALKS
 - G. FINAL GRADE SITE, RESPREAD A MINIMUM SIX (6) INCHES OF TOPSOIL
 - H. REMOVE ACCUMULATED SEDIMENT FROM STORMWATER BMPS
 - I. SEED AND MULCH
 - J. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.
3. ALL TEMPORARY EROSION AND SEDIMENT CONTROL BMPS MUST BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED SUFFICIENTLY TO ENSURE STABILITY OF THE SITE, AS DETERMINED BY THE RPBCWD.
4. THE PERMITTEE MUST, AT A MINIMUM, INSPECT, MAINTAIN AND REPAIR ALL DISTURBED SURFACES AND ALL EROSION AND SEDIMENT CONTROL FACILITIES AND SOIL STABILIZATION MEASURES EVERY DAY WORK IS PERFORMED ON THE SITE AND AT LEAST WEEKLY UNTIL LAND-DISTURBING ACTIVITY HAS CEASED. THEREAFTER, THE PERMITTEE MUST PERFORM THESE RESPONSIBILITIES AT LEAST WEEKLY UNTIL VEGETATIVE COVER IS ESTABLISHED.
5. ALL DISTURBED GROUND PLANNED TO BE LEFT INACTIVE FOR FOURTEEN (14) OR MORE DAYS SHALL BE STABILIZED BY SEEDING OR SODDING WITHIN ONE (1) BUSINESS DAY.
6. DISTURBED AREAS SHOULD BE SEEDED BY THE FOLLOWING METHODS:
 - 6.1. MAINTAINED/MOWED AREAS: SEED WITH MnDOT 25-131 (LOW MAINTENANCE TURF) @ 220 PLS LB/AC
 - 6.2. NATIVE GRASSLANDS: SEED WITH MnDOT 35-221 (DRY PRAIRIE GENERAL) @ 36.5 PLS LB/AC
7. ALL SEEDED AREAS TO BE STABILIZED WITH HYDRAULIC MULCH, OR APPROVED EQUAL. TACKIFIER AND MULCH SHOULD BE APPLIED AT A RATE OF 3000 LB/AC.
8. ON SLOPES 3:1 OR GREATER MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES, SLOPE LENGTHS CAN NOT BE GREATER THAN 75 FEET.
9. ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.
10. TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY, OR ORGANIC COMPOUNDS ARE EXEMPT EX: CLEAN AGGREGATE STOCK PILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.
11. SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.
12. SOLID WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
13. EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE PROPERLY CONTAINED.
14. NO ENGINE DEGREASING IS ALLOWED ON SITE.
15. ACTIVITIES MUST BE CONDUCTED SO AS TO MINIMIZE THE POTENTIAL TRANSFER OF AQUATIC INVASIVE SPECIES (E.G. ZEBRA MUSSELS, EURASIAN WATER MILFOIL, ETC.) TO MAXIMUM EXTENT POSSIBLE.
16. INSPECTIONS
 - A. INITIAL INSPECTION FOLLOWING SEDIMENT CONTROL BMP INSTALLATION BY CITY REPRESENTATIVE IS REQUIRED.
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 - C. STABILIZED AREAS: ONCE EVERY 30 DAYS
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17. MINIMUM MAINTENANCE
 - A. SEDIMENT CONTROL BMPs TO BE REPAIRED, REPLACED, SUPPLEMENTED WHEN NONFUNCTIONAL, OR 1/3 FULL; WITHIN 24 HOURS
 - B. CONSTRUCTION SITE EXITS INSPECTED, TRACKED SEDIMENT REMOVED WITH 24 HOURS.
 - C. EROSION INSPECTION RESULTS FOR ALL EVENTS GREATER THAN 1/2" IN 24 HOURS TO BE REVIEWED BY CITY DURING PROJECT INSPECTIONS.
18. A CONCRETE WASHOUT AREA MUST BE PROVIDED.
19. FINAL STABILIZATION

FINAL STABILIZATION REQUIRES THAT ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED AND THAT DISTURBED AREAS ARE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH 70% OF THE EXPECTED FINAL DENSITY, AND THAT ALL PERMANENT PAVEMENTS HAVE BEEN INSTALLED. ALL TEMPORARY BMP'S SHALL BE REMOVED, DITCHES STABILIZED, AND SEDIMENT SHALL BE REMOVED FROM PERMANENT CONVEYANCES AND SEDIMENTATION BASINS IN ORDER TO RETURN THE POND TO DESIGN CAPACITY.
20. ALL NONFUNCTIONAL BMPS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITHIN 24 HOURS.
21. DISCHARGE OF SEDIMENT-LADEN OR POLLUTED WATER FROM THE PROJECT IS PROHIBITED. PRIOR TO DISCHARGE, WATER MUST FIRST BE FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT AND POLLUTANTS. DISCHARGES MUST NOT CAUSE EROSION OR SCOUR, RESULT IN A NUISANCE CONDITION, OR CAUSE NEGATIVE IMPACTS TO ADJACENT PROPERTIES OR DOWNSTREAM WATERWAYS OR WATER RESOURCES.
22. HAZARDOUS MATERIALS SHALL BE PROPERLY CONTAINED TO PREVENT SPILLS/LEAKS AND SHALL HAVE RESTRICTED ACCESS.
23. SPILL PREVENTION AND RESPONSE MATERIALS SHALL BE AVAILABLE ON-HAND. SPILLS/LEAKS/DISCHARGES SHALL BE CONTAINED, DOCUMENTED, REPORTED AND RECOVERED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND LOCAL/STATE REQUIREMENTS.
24. METHODS FOR THE STORAGE/DISPOSAL OF LIQUID WASHOUT AND LIQUID WASTES ARE ALSO REQUIRED.

QUANTITIES

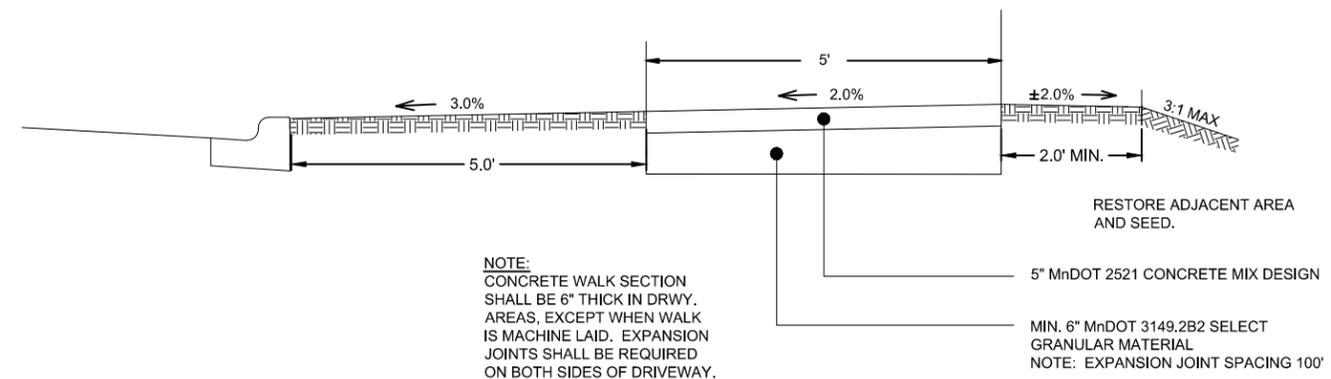
Statement of Quantities		
Description	Unit	Estimated Quantity
Remove Curb and Gutter	LF	100
Remove Concrete Pavement	SF	50
Remove Bituminous Trail	SF	250
Remove Bituminous Pavement	SF	454
Sawing Bituminous Pavement	LF	100
Common Borrow (Compacted)	CY	64
Common Excavation	CY	197
Select Granular (MNDOT 3149)	CY	52
Bituminous Patching Mixture	Ton	4.75
5" Concrete Walk	SF	2,800
Concrete Curb and Gutter	LF	175
7" Concrete Driveway Pavement	SF	50
Truncated Domes	SF	92
Biolog or Approved Equal	LF	780
Inlet Protection	Each	4
Traffic Control (Riley Lake Road)	LS	1

APPLICANT/CONSTRUCTION CONTACT

BILL OLSCHENK
 PARKS CONSTRUCTION SUPERVISOR
 CITY OF EDEN PRAIRIE
 15150 TECHNOLOGY DRIVE
 EDEN PRAIRIE, MN 55344-2272
 (P) 952-949-8536
 BOLMSCHENK@EDENPRAIRIE.ORG

ENGINEER / DESIGNER

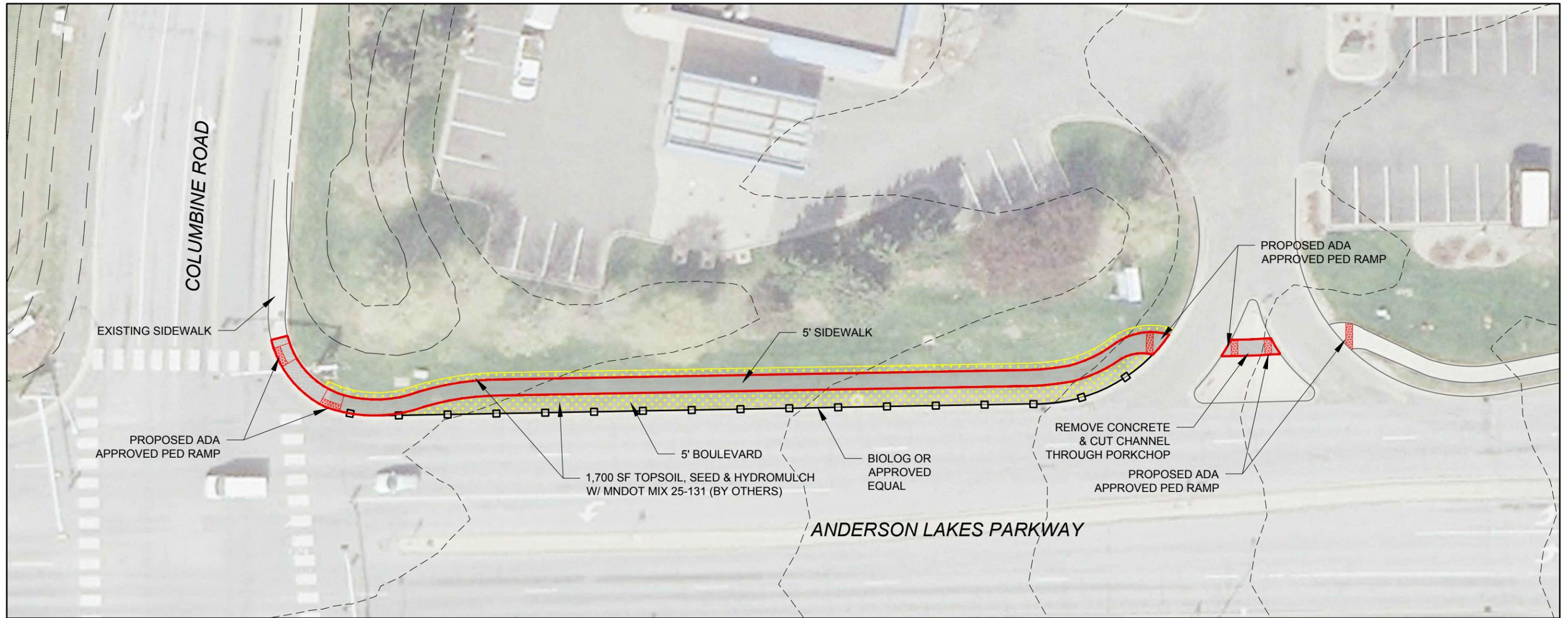
RANDY NEWTON
 ASSISTANT CITY ENGINEER
 CITY OF EDEN PRAIRIE
 8080 MITCHELL ROAD
 EDEN PRAIRIE, MN 55344-4485
 (P) 952-949-8339
 RNEWTON@EDENPRAIRIE.ORG



CONCRETE WALK SECTION

NTS

					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.		DRAWN BY BAK		CITY OF EDEN PRAIRIE TRAIL CONSTRUCTION RILEY LAKE ROAD TYPICAL SECTION AND QUANTITIES		SHEET
					Print Name: J. Randall Newton		DESIGNED BY JR				2
					Date: 08/05/2016 License #: 26781		CHECKED BY JRN		CITY OF EDEN PRAIRIE TRAIL CONSTRUCTION RILEY LAKE ROAD TYPICAL SECTION AND QUANTITIES		OF
											2
NO	DATE	BY	CKD	APPR	REVISION						



LEGEND

- ▬▬▬ SIDEWALK
- BIOLOG OR APPROVED EQUAL
- +++++ SEED / HYDROMULCH

Notes:

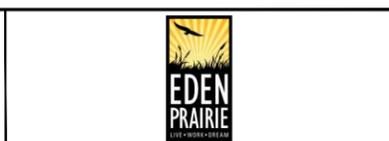
1. Biolog shall be placed at back of curb through limits of disturbance.
2. Inlet protection shall be provided at all storm sewer inlets receiving construction stormwater runoff.
3. Disturbed areas should be seeded with MNDOT mix 25-131 (low maintenance turf) @ 220 pls lb/ac. Apply hydromulch at a rate of 3000 lb/ac.



NO	DATE	BY	CKD	APPR	REVISION

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.
 Print Name: Randall Newton
 Date: 08/05/2016 License # 26781

CITY PROJECT NO. I.C. #5939-16
 DRAWN BY BAK
 DESIGNED BY JR
 CHECKED BY JRN



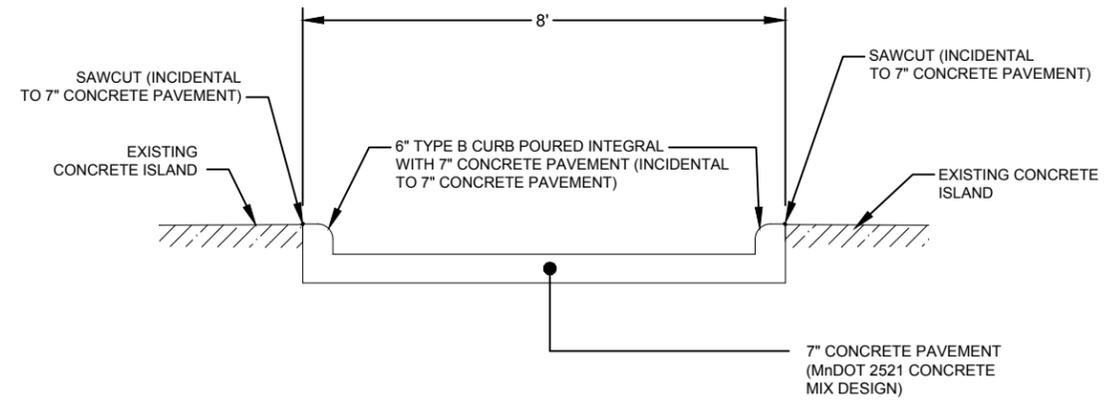
CITY OF EDEN PRAIRIE
 TRAIL CONSTRUCTION
 ANDERSON LAKES PARKWAY/COLUMBINE ROAD
 SIDEWALK PLAN

SHEET
 1
 OF
 2

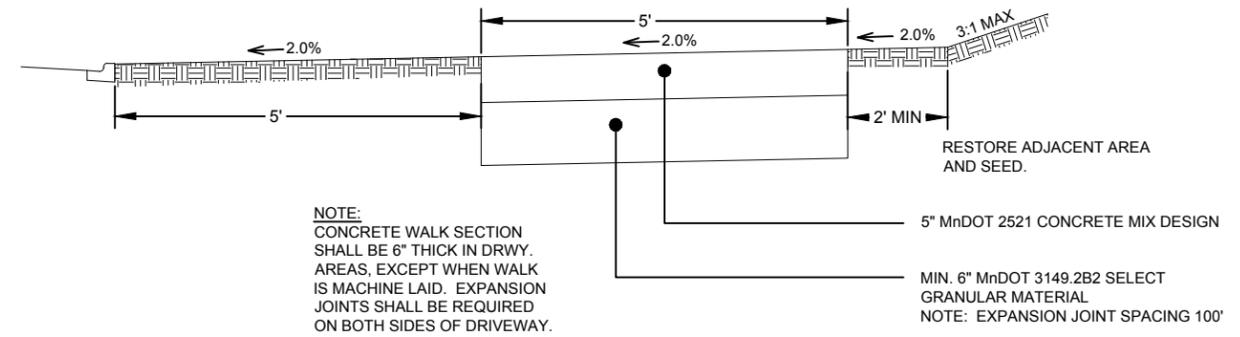
QUANTITIES

Statement of Estimated Quantities

Description	Unit	Estimated Quantity
Remove Curb and Gutter	LF	60
Remove Concrete Walk	SF	175
Remove Concrete Pavement	SF	120
Common Excavation	CY	52
Select Granular (MnDOT 3149)	CY	24
5" Concrete Walk	SF	1500
Concrete Curb and Gutter B618	LF	60
7" Concrete Pavement	SF	120
Truncated Domes	SF	72
Biolog or approved equal	LF	260
Inlet Protection	Each	2
Traffic Control (Anderson Lakes Parkway)	LS	1



CONCRETE PORKCHOP CHANNEL
NOT TO SCALE



CONCRETE WALK SECTION
NOT TO SCALE

NO	DATE	BY	CKD	APPR	REVISION

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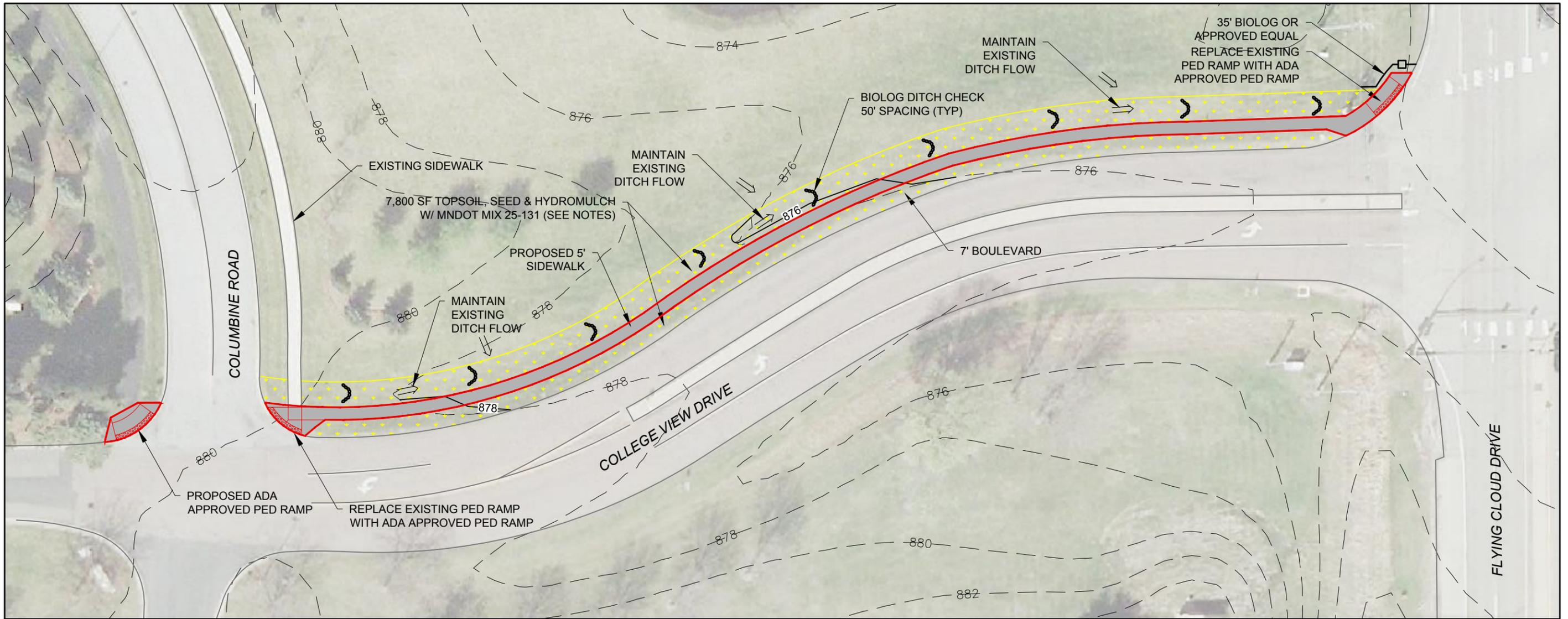
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DRAWN BY
BAK
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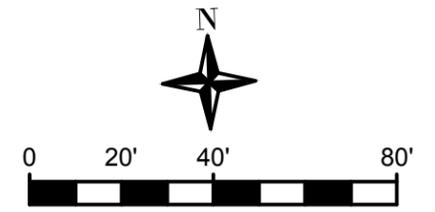
CITY OF EDEN PRAIRIE
TRAIL CONSTRUCTION
ANDERSON LAKES PARKWAY/COLUMBINE ROAD
TYPICAL SECTIONS AND QUANTITIES

SHEET
2
OF
2



LEGEND

-  SIDEWALK
-  BILOG OR APPROVED EQUAL
-  BILOG DITCH CHECK
-  DIRECTION OF DRAINAGE
-  SEED / HYDROMULCH



NO	DATE	BY	CKD	APPR	REVISION

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.
 Print Name: J. RANDALL NEWTON

 Date: 08/05/2016 License #: 26781

CITY PROJECT NO.
I.C. #5939-16

DRAWN BY
BAK
 DESIGNED BY
JR
 CHECKED BY
JRN



CITY OF EDEN PRAIRIE
 TRAIL CONSTRUCTION
 COLLEGEVIEW DRIVE
 SIDEWALK PLAN

SHEET
1
OF
2

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22. HAZARDOUS MATERIALS SHALL BE PROPERLY CONTAINED TO PREVENT SPILLS/LEAKS AND SHALL HAVE RESTRICTED ACCESS.
23. SPILL PREVENTION AND RESPONSE MATERIALS SHALL BE AVAILABLE ON-HAND. SPILLS/LEAKS/DISCHARGES SHALL BE CONTAINED, DOCUMENTED, REPORTED AND RECOVERED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND LOCAL/STATE REQUIREMENTS.
24. METHODS FOR THE STORAGE/DISPOSAL OF LIQUID WASHOUT AND LIQUID WASTES ARE ALSO REQUIRED.

QUANTITIES

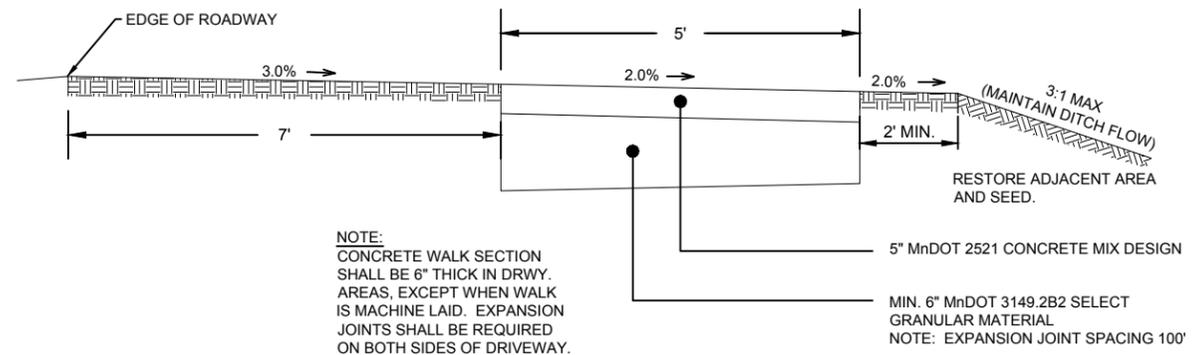
Statement of Estimated Quantities		
Description	Unit	Estimated Quantity
Remove Curb and Gutter	LF	40
Remove Concrete Walk	SF	250
Common Borrow (Compacted)	CY	350
Common Excavation	CY	190
Select Granular (MnDOT 3149)	CY	46
5" Concrete Walk	SF	2,500
Concrete Curb and Gutter B618	LF	50
Truncated Domes	SF	60
Biolog Ditch Check	EA	9
Biolog or approved equal	LF	35
Traffic Control (Collegeview Drive)	LS	1
Common Topsoil Borrow	CY	50
Hydro Mulch (3000 LB/AC)	AC	0.18
MnDOT Seed Mix 25-131 (220 LB/AC)	AC	0.18

APPLICANT/CONSTRUCTION CONTACT

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ENGINEER / DESIGNER

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CONCRETE WALK SECTION NTS

NO	DATE	BY	CKD	APPR	REVISION

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.
 Print Name: J. RANDALL NEWTON
 Date: 08/05/2016 License #: 26781

CITY PROJECT NO. I.C. #5939-16

DRAWN BY BAK
 DESIGNED BY JR
 CHECKED BY JRN



CITY OF EDEN PRAIRIE
 TRAIL CONSTRUCTION
 COLLEGEVIEW DRIVE
 TYPICAL SECTION AND QUANTITIES

SHEET 2 OF 2