

CONTRACT DOCUMENTS

2012 STREET SWEEPING PROGRAM

RAMSEY, MINNESOTA

CITY PROJECT NO. XXXX

DECEMBER 2011

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ADVERTISEMENT FOR BIDS

**2012 STREET SWEEPING PROGRAM
RAMSEY, MINNESOTA
CITY PROJECT NO. XXXXX**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Ramsey until XXXXXXXX a.m., at the Ramsey City Hall at 7550 Sunwood Drive MN 55303, at which time they will be publicly opened and read aloud, for the furnishing of all labor and material for the 2012 Street Sweeping Program, City Project No. XXXXX, as described below and including:

REGENERATIVE AIR STREET SWEEPING
PICKUP BROOM STREET SWEEPING

Bids shall be on the forms provided for that purpose and according to the Contract Documents dated XXXXXX. Bid Forms and Contract Documents may be viewed at the City of Ramsey - Engineering Division.

Contractors desiring a copy of the Bid Forms and Contract Documents may obtain them from the City Engineering Department in accordance with the Instructions to Bidders upon payment of XXXXXX. Question shall be directed to the City of Ramsey Engineering Department at (763) 427-1410. No refunds will be provided.

Bid Security in the amount of 5% of the bid must accompany each bid in accordance with the Instructions to Bidders. Bids shall be directed to the Ramsey Engineering Department, securely sealed and endorsed upon the outside wrapper, "BID FOR 2012 Street Sweeping Program".

The City of Ramsey reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interests of the City.

DATED: XXXXXXXXXX

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to BIDDERS which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2002 ed.) have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub bidder, who submits a Bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified responsible and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term, "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to BIDDERS, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the fee stated in the Advertisement for Bids may be obtained from ENGINEER. The fee will not be refunded.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate BIDDER'S observations with the Contract Documents, and (e) notify ENGINEER in writing of all conflicts, errors or discrepancies in the Contract Documents.
- 3.2 OMITTED
- 3.3 OMITTED
- 3.4 OMITTED
- 3.5 Before submitting a Bid, each BIDDER will, at BIDDER'S own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract.
- 3.6 OMITTED
- 3.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor, unless specifically coordinated with CITY MAINTENANCE.

- 3.8 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the Contract Documents are to be made in writing, and directed to ENGINEER. Interpretations or clarification's considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

5. BID SECURITY

- 5.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the BIDDER'S maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 5.2 The Bid security of the Successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnishes the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited. The Bid security of the three lowest BIDDERS may be retained by the OWNER until the Agreement is signed and submitted with the bonds as set forth in Paragraph 2 of the Bid Form. Bid security of other BIDDERS will be returned within seven days after award of the contract.

6. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

7. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

8. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS

9.1 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

10. BID FORM

10.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from ENGINEER.

10.2 All blanks on the Bid Form must be completed in ink or by typewriter.

10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed in ink below the signature.

10.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.7 The address and telephone number for communications regarding the Bid must be shown.

11. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within twenty-four hours after Bids are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Bids will be made available to BIDDERS after the opening of Bids.

14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance as set forth in Paragraph 2 of the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15. RESPONSIBLE BIDDER EVALUATION

15.1 To demonstrate Bidder's qualifications to perform the work, each Bidder must be prepared to submit within 5 days of Owner's request written evidence of financial data, previous experience, present commitments, and such other data as may be called for below:

- A. Evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of Contract.
- B. Evidence of genuineness of Bid and lack of collusion in conjunction therewith.

15.2 The following information is required and will be evaluated to determine if a bidder is "responsible". The apparent low bidder must complete and return this information within 5 days of Owners written request. If for any reason the apparent low bidder is not awarded the project the subsequent bidders will be subject to this requirement.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts, and as to each contract identified, provide the following information:

Project Description:

Date:

Contact Person at City/County/State:

Were change orders in excess of 5% requested? If yes, explain the circumstances.

Were liquidated damages assessed? If yes, explain the circumstances.

Was the project completed on schedule? If no, explain the circumstances.

2. Describe all arbitration claims and any litigation in which you have been a party in the last five years.
3. Identify all public projects you have had with the City of Ramsey in the last five years.
4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.
5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.
6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects: If yes, explain the circumstances.
7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

16. AWARD OF CONTRACT

- 16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, OWNER will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 If the contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.
- 16.6 If the Contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Award within five days after the day of the award.

17. CONTRACT SECURITY

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to Performance and Payment Bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

Contractor's Name _____
Telephone _____

BID FORM

PROJECT IDENTIFICATION:

**2011 STREET SWEEPING PROGRAM
RAMSEY, MINNESOTA
CITY PROJECT NO. XXXXX**

BIDS TO BE OPENED:

XXXXXXXXXX

THIS BID IS SUBMITTED TO:

**CITY OF RAMSEY
7550 SUNWOOD DR
RAMSEY, MINNESOTA 55303**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and Addenda, if any (receipt of all which is hereby acknowledged):

Date

Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - (d) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - (f) (Any other representation required by Laws and Regulations.)
4. BIDDER will complete the Work for the following prices and provide this work sheet with his bid:

UNIT PRICE SCHEDULE

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST
1	Regenerative Sweeping Streets	HOUR	150	\$ _____	\$ _____
2	Pickup Broom Sweeping Streets	HOUR	150	\$ _____	\$ _____
3	Mobilization	1	LUMP SUM	\$ _____	\$ _____
4	Remove Collected Materials (trucking to PW site)	1	LUMP SUM	\$ _____	\$ _____
5	(ALT. Bid) Remove Collected Materials from PW Site	1	LUMP SUM	\$ _____	\$ _____
TOTAL BASE BID					\$ _____
ALTERNATE BID					\$ _____

NOTE: Quantities are not guaranteed. Final payment will be based on actual quantities.

5. BIDDER agrees that the Work will be completed and ready for final payment in accordance with Paragraph 14.07.B.1 of the General Conditions on or before the dates indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

6. The following documents are attached to and made a condition of this bid:
- (a) Required Bid Security in the form of (Bidder's Bond) (Certified Check). This is for the TOTAL BASE BID.
 - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
 - (c) Affidavit of Non-Collusion.
 - (d) (Add other documents as pertinent).
7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 2012

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual 's Name)

doing business as _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business Address: _____

Phone No: _____

AFFIDAVIT OF NON-COLLUSION

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the BIDDER (if the BIDDER is an individual), a partner in the BIDDER (if the BIDDER is a partnership) or an officer or employee of the BIDDER corporation having authority to sign on its behalf (if the BIDDER is a corporation);

- 2) That the attached Bid or Bids have been arrived at by the BIDDER individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to Bid designed to limit individual bidding or competition;

- 3) That the contents of the Bid or Bids have not been communicated by the BIDDER or its employees or agents to any person not an employee or agent of the BIDDER or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person, prior to any official opening of the Bid or Bids; and

- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me _____
(Bidder)

this _____ day of _____, 2012 _____
(Firm making Bid or Bids)

OFFICIAL TITLE: _____

EJCDC
FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2012 by and between the **CITY OF RAMSEY, MINNESOTA** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Regenerative sweeping in combination with Pickup Broom sweeping of city streets.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2012 STREET SWEEPING PROGRAM
CITY OF RAMSEY, MINNESOTA
CITY PROJECT NO. XXXXX

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the City Engineering Department who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment

- A. The Work by the initial Sweep will be completed on or before April 30, 2012, and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER SIX HUNDRED dollars (\$XXXX) for each day that expires after the time specified in Paragraph 4.02 for Completion.

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds at the unit prices as shown on the attached CONTRACTOR'S Bid multiplied by the final quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed and determination of actual quantities and classifications are to be made by the ENGINEER in accordance with Paragraph 9.07 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95% percent of Work completed (with the balance being retainage).
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

6.04 Prompt Payment to Subcontractors:

- A. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the CONTRACTOR must pay any subcontractor within ten (10) days of the CONTRACTOR'S receipt of payment from the City for undisputed services provided by the subcontractor. The CONTRACTOR must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an 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 penalty due to the subcontractor.
- B. Form IC-134 (attached) required from general contractor. Minnesota Stat. 290.92 requires that the City of Ramsey obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by the law at the place of the Project.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

- 1. Advertisement for Bids (1 page)
- 2. Instruction to Bidders (5 pages)
- 3. Bid Form (6 pages including Affidavit of Non-Collusion)
- 4. This Agreement (pages 1 to 7, inclusive).
- 5. Notice to Proceed (1 page)
- 6. Performance and other bonds, identified as exhibits A and consisting of 6 pages.
- 7. General Conditions (pages 1 to 41, inclusive).
- 8. Supplemental Conditions (1 page)
- 9. Drawings consisting of one (1), inclusive bearing the following general title 2011 Street Projects & Parking Lots to Sweep.
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid (pages 1 to 6, inclusive).
 - b. Responsible Bidder Evaluation submitted by CONTRACTOR prior to Notice of Award – see Instructions to Bidders, Section 15.
 - c. Certificate of Insurance
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments.
 - b. Work Change Directives.
 - c. Change Order(s).

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

ARTICLE 10 – WORKER’S COMPENSATION

10.01 The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker’s Compensation Insurance and Employer’s Liability Insurance as required under the laws of the State of Minnesota.

ARTICLE 11 – COMPREHENSIVE GENERAL LIABILITY

11.01 Contractor shall obtain the following minimum insurance coverage and maintain at all it at all times throughout the life of the Contract, with the City included as an additional name insured. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 aggregate products and completed operations
Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate

Contractual Liability (identifying the contract)

Bodily Injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate

Personal Injury, with Employment Exclusion deleted:
\$1,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 each accident
Property Damage:	\$1,000,000 each occurrence

Worker’s Compensation Insurance STATUTORY

ARTICLE 12 – INDEMNITY

The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney’s fees it may incur as a result of such complaints.

ARTICLE 13 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, XXXX.

OWNER CITY OF RAMSEY CONTRACTOR _____

By _____ By _____

Title: Mayor Title _____

By _____ By _____

Title: City ADMINISTRATOR Title _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____ Attest _____

Address for giving notices:
7550 Sunwood Dr.
Ramsey, MN 55303

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

License No. _____

Agent for service of process _____

NOTICE TO PROCEED

RAMSEY, MINNESOTA

2012 STREET SWEEPING PROGRAM

CITY PROJECT NO. XXXXX

TO: _____
ADDRESS: _____

You are hereby notified to proceed with the Work on the above project. The Contract Times, as described in Article 4 of the Agreement, will commence to run on _____.

Prior to starting any work on the site, the following must be completed:

1. Daily coordinate with Grant Riemer, Public Works
2. Coordinate soil samples with Tim Himmer/Engineering (XX Required)
3. All Billing/Invoices are to be sent to Brian Olson @ Ramsey Engineering

GIVEN BY:

ACCEPTED BY:

CITY OF RAMSEY
Owner

Contractor

Signature

Signature

Title

Title

Date

Date

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called CONTRACTOR, and _____ as Surety, hereinafter called Surety, are held and firmly bound onto the City of Ramsey as Obligee, hereinafter called OWNER, in the amount of _____ Dollars (written), (\$_____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, **2011** entered into a Contract with OWNER for construction of the 2012 Street Sweeping Program, City Project No. XXXX in accordance with Contract Documents prepared by The City's Engineering Department which Contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Agreement, the OWNER, having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if OWNER elects, upon determination by OWNER and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price," but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREFORE, the above-bounded parties have executed this instrument in _____ original counterparts, under their several seals this day of _____, **2011**, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

(Contractor)

Attest:

(Business Address)

(Title)

By: _____
(Title)

(Affix Corporate Seal)

(Surety)

Attest:

(Business Address)

(Attorney in Fact)

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL

(For use where Contractor is Individual or Partnership)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing conditions, and acknowledged that he/she _____ executed the same as _____ free act and deed.

Notary Public

(Notarial Seal)

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is a Corporation)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this ____ day of _____, 2012, before me personally appeared _____ and _____ to me personally know, who being by me duly sworn, did say that they are respectively the _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notarial Seal)

Full Name of Surety Company

Home Office Address

Name of Attorney-in-Fact

Name of Local Agency

Address of Local Agency

Name of Agency Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.

CONTRACTOR'S PAYMENT BOND
(PUBLIC IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called CONTRACTOR, and _____ duly authorized and licensed to do business in the State of Minnesota, as Surety, hereinafter called Surety, are held and firmly bound onto the City of Ramsey as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided in the amount of _____ Dollars (written), (\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, 2012, entered into a Contract with OWNER for the 2012 Street Sweeping Program, City Project No. XXXXX in accordance with Contract Documents prepared by The City's Engineering Department which Contract is by reference made a part hereof, and is to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public Work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for worker's compensation insurance, and contributions for unemployment compensation.

The said written agreement, drawings, specifications, and amendments are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public Work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Agreement, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
2. Not later than one year after the completion of Work under this Contract or such longer period of time as may be prescribed by law, or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any party in interest may maintain an action in his own name against CONTRACTOR and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of CONTRACTOR to comply with the Contract or with the Contract between CONTRACTOR and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts, under their several seals this _____ day of _____, 2012, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

(Contractor)

Attest:

(Business Address)

By: _____

(Title)

(Title)

(Affix Corporate Seal)

(Surety)

Attest:

(Business Address)

(Attorney in Fact)

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL

(For use where Contractor is Individual or Partnership)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this _____ day of _____, 2011, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing conditions, and acknowledged that he/she _____ executed the same as _____ free act and deed.

Notary Public

(Notarial Seal)

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is a Corporation)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this ____ day of _____, 2012, before me personally appeared _____ and _____ to me personally know, who being by me duly sworn, did say that they are respectively the _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notarial Seal)

_____, _____
Full Name of Surety Company Home Office Address

_____, _____
Name of Attorney-in-Fact Name of Local Agency

_____, _____
Address of Local Agency Name of Agency Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.

CITY OF RAMSEY
SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements shall modify, change, delete from and/or add to the “Standard General Conditions of the Construction Contract” (No. C-700, 2002 Edition) as prepared by the Engineer’s Joint Contract Documents Committee:

1.00 SECTION 2.7: Delete paragraph 2.01B

2.00 SECTION 5.01B: The first sentence of this section is changed to read as follows:

All bonds shall be in a form acceptable to Owner and shall fulfill statutory requirements.

6.00 SECTIONS 4.06G, 5.05, 5.07, 11.01A5F, 11.03D, 12.03B, 15.03A3, 15.03A4:

Delete these eight (8) sections.

7.0 SECTION 5.09:

Delete Section 5.09 and insert the following:

If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing thereof with ten days of the date of delivery or such certificates to Owner in accordance with paragraph 2.01. Contractor shall provide such additional information in respect of the insurance provided as may reasonably be requested.

11.00 DATA PRACTICES ACT: The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to the Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. The Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including by not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Contractor receives a request to release data, the Contractor must immediately notify the Owner. The Owner will give the Contractor instructions concerning the release of the data to the requesting party before data is released. Contractor agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, owner’s partners’, employees’, volunteers’, assignees’ or subcontractors unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION OF PROJECT

- A. Sweeping of city streets and parking lots using a regenerative sweeper and pickup broom
- B. Removal of collected materials. (Alt. Bid)

END OF SECTION

SECTION 01505

**MOBILIZATION
(MN/DOT 2021)**

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Preparatory work and operations.
2. Movement of personnel, equipment, supplies and incidentals to the project site.
3. Establishment of CONTRACTOR offices and facilities.

B. Basis of Payment:

1. The lump sum bid amount shall not exceed 5% of the total Bid amount.
2. Mobilization includes providing documentation for total amount of material removed, preparing necessary schedules and coordination with ENGINEER. CONTRACTOR responsible for obtaining all necessary permits.
3. A total of 12 soils samples must be provided. CONTRACTOR to coordinate with ENGINEER.
4. Payment for Mobilization will be based on the following schedule item:

<u>Item</u>	<u>Unit</u>
Mobilization	L.S.

5. Progress payment amounts for mobilization will be determined by the percentage of the total contract completed based on the following schedule

<u>% of Contract Completed</u>	<u>% of Item Paid</u>
25	30
65	50
80	80
100	100

1.02 REFERENCES

- A. MN/DOT 2021.

1.03 PERFORMANCE REQUIREMENTS

- A. Submittal of information listed under 1.04.
- B. Commencement of work.
- C. Final cleanup of site.

1.04 SUBMITTALS

- A. Approved Project Schedule conforming with Section 04314
- B. Traffic Control Plan conforming with Section 01572.

END OF SECTION

SECTION 01568

AIR, LAND AND WATER POLLUTION (MN/DOT 1717)

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. General requirements for the control of pollution from construction sites and related activities.

B. Related Section:

1. Section 01564 - Erosion Control.

C. Unit Prices:

1. All activities required by or relating to this section will be considered incidental.
2. No direct payment will be made.
3. No additional compensation or time extension will be granted due to actions brought against the CONTRACTOR for failure to comply with pollution control requirements.

1.02 REFERENCES

- A. MN/DOT 1717 - Air, Land, and Water Pollution.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Conduct all operations to prevent, control and abate the pollution of air, land and water in accordance with the rules, regulations and standards adopted and established by the following agencies:
 - a. Minnesota Pollution Control Agency.
 - b. Minnesota Department of Natural Resources.
 - c. U.S. Army Corps of Engineers.

1.04 SCHEDULING

- A. Schedule and conduct all operations to minimize soil erosion and prevent siltation and the resultant turbidity of public waters.

PART 2 PRODUCTS

Blank.

PART 3 EXECUTION

3.01 PREPARATION

- A. Review all local conditions and regulations pertaining to air and land pollution prior to commencing operations.

3.02 PROTECTION OF WATERS

- A. Prevent pollution of flowing or impounded waters from particulate or liquid matter that may be harmful to fish and wildlife or detrimental to public use.
- B. Remove sediment from aggregate wash operations by filtration or settlement prior to discharge into public waters.
- C. Wash water or waste from concrete mixing operations shall be discharged at a location shown on plans, or approved by ENGINEER.
- D. Fueling operations shall be conducted in a manner to not cause any pollution.

END OF SECTION

SECTION 01572

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Procedures and equipment for safely maintaining and controlling traffic within the project site during construction.

B. Basis of Payment:

1. Payment for the maintenance of traffic shall be considered incidental. All associated work items shall be considered incidental.

1.02 SUBMITTALS

A. Pre-Construction:

1. Traffic Control Plan as detailed in 1.07 C.

1.03 SEQUENCING AND SCHEDULING

A. Restrictions:

1. Working hours, including materials and equipment delivery, shall be restricted to:

- a. Monday thru Friday: 7:00 a.m. – 10:00p.m.
- b. Saturday: 7:00 a.m. - 10:00 p.m.
- c. Sundays and Holidays: No work allowed.

2. Work which interferes with traffic operations, shall not be performed during the following times:

- a. From 7:00 a.m. to 8:00 a.m. - Monday thru Friday inclusive.
- b. From 4:00 p.m. to 6:00 p.m. - Monday thru Friday inclusive.
- c. From 12:00 noon on the day before to 9:00 a.m. the day following any consecutive combinations of Saturday, Sunday and legal holiday.

C. Traffic Control Plan:

1. Content:

- a. Submit a detailed written traffic control plan for approval on or before the date of the preconstruction meeting.
- b. Information to be included in the plan:

- 1) Planned sequence of construction operations.
 - 2) Signs and devices to be used.
 - 3) Anticipated traffic control sign locations.
 - 4) Sketches as necessary to illustrate traffic control procedures.
2. Acceptance:
- a. The traffic control plan is subject to acceptance, rejection or suggested revision by the ENGINEER.
 - b. No construction operations may begin without the approval of the plan.
3. Revisions:
- a. All revisions to the traffic control plan are subject to the approval of the ENGINEER.

PART 2 PRODUCTS

Blank

PART 3 EXECUTION

3.01 PREPARATION

A. Advance Notice:

1. Provide minimum 48 hour notice to ENGINEER prior to commencing work.

3.02 OPERATIONS

A. Traffic Protection:

1. General:

- a. Do not deposit or store materials or park equipment on or adjacent to any roadway open to traffic that will interfere with the safe flow of traffic.
- b. Provide traffic barriers for any obstruction placed within the “clear zone” as defined by the AASHTO Guide for Selecting Locations and Designing Traffic Barriers.
- c. Keep roadways which are open to traffic free from earth materials and debris.

2. Flaggers:

- a. Provide flaggers where necessary to control traffic and to guide traffic through the construction area.

END OF SECTION

SECTION 02074

REMOVING MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removal and disposal of:

a. Collected Materials

B. Method of Measurement:

1. Measurement by Lump Sum

a. Measure all required procedures and equipment on a lump sum basis.

b. No measurement will be made for individual items or equipment.

c. Procedural and equipment revisions resulting from minor changes or field adjustments will be considered incidental.

d. The unit price shall not be adjusted regardless of the final measurement of material.

D. Basis of Payment:

1. The excess material shall become the property of the CONTRACTOR for disposal without exception.

2. Removal of collected debris includes all sweeping from sweeping operation. This includes all provisions for collection, transfer, sifting of major debris, transportation out of city limits, proper disposal in an environmentally legal and safe manner, clean up of transfer stations and supervision of crews.

3. Payment for removal of items will be based on the following schedule:

<u>Item</u>	<u>Unit</u>
Remove Collected Materials	L.S.

PART 2 PRODUCTS

Blank.

PART 3 EXECUTION

3.01 LOCATION OF STORAGE MATERIAL

A. Temporary storage of collected materials will be provided at the Public Works Facility 14100 Jasper St

END OF SECTION

SECTION 04314

REGENERATIVE SWEEPING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Sweeping of city streets and parking lots using a Regenerative Sweeper

B. Method of Measurement:

1. Regenerative Sweeping Streets:

- a. Three separate sweeps on streets shall be performed.
- a. Includes sweeping one pass on each side of street using a pickup broom beginning at edge of roadway or curb. Regenerative air sweeper to do the clean up pass and centerline pass.
- b. Only city streets will be swept.
- c. City streets may be omitted due to current construction as directed by ENGINEER.

C. Basis of Payment:

1. Payment for regenerative sweeping will be based on the following schedule:

<u>Item</u>	<u>Unit</u>
Regenerative Sweeping Streets	Hour
Pickup Broom Sweeping	Hour

1.03 DEFINITIONS

A. Regenerative Sweeping:

1. Use of specialized equipment that uses high-velocity controlled jets of air that picks up fine dust particles, separates large and fine materials, and contains a filtered/closed loop system so that only clean air is exhausted.
2. Pickup Broom Sweeping – mechanical means of collecting dirt into collection hopper which can be dumped into truck. Water is applied during sweeping process to control dust. Elgin Pelican is most common type of pickup broom sweeper.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Regenerative sweeping equipment includes:
 - 1. Elgin Crosswind
 - 2. Johnson Cyclone
 - 3. Schwarze Models 7000, 8000 and 9000
 - 4. Tymco – 110 horsepower or greater, Model 600
 - 5. Approved equal by ENGINEER

- B. Pickup Broom Sweeping equipment includes:
 - 1. Elgin Pelican
 - 2. Schwarze M-Series
 - 3. Allinza MX Series
 - 4. Approved equal by ENGINEER

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Only city streets shall be swept. County and state roads, or private driveways are not to be swept. See Appendix A for location map of streets and parking lots to be swept.

- B. Water is available at the City of Ramsey Public Works located at 14100 Jaspar. Connection to City hydrants is not allowed.

3.02 SCHEDULE

- A. First sweep of city streets shall begin XXX calendar days after the award of the contract.

- B. Once a sweep has started, CONTRACTOR must complete the sweeps within 21 calendar days.

- C. CONTRACTOR to submit an estimated schedule to ENGINEER a minimum of 48 hours prior to beginning each sweep.

END OF SECTION

APPENDIX A